ROCK ISLAND-MILAN SCHOOL DISTRICT NO. 41

BOARD OF EDUCATION REGULAR MEETING

ROCK ISLAND-MILAN ADMINISTRATION OFFICE
2000 7TH AVE
ROCK ISLAND, IL 61201

TUESDAY, MAY 12, 2026 **6:00 PM**

https://meet.google.com/fzb-nmks-pmq

I. **Preliminary**

A. Call to Order and Roll Call

B. Pledge of Allegiance

C. **Approval of Board of Education Minutes...Action**

It is recommended that the Board of Education approve the April 28, 2026, regular meeting minutes as well as the executive session minutes from the same date to remain confidential.

II. **Special Items**

A. **Building our Future May 2026 Update... Presentation**

Ms. Annaka Whiting, Chief Financial Officer, will provide an update on the Facilities Management Plan.

B. **Public Hearing for E-Learning in Lieu of Emergency Days Verification... Hearing**

The Board of Education will conduct a public hearing on E-Learning in Lieu of Emergency Days Verification.

C. **Board Policy Updates - First Reading... Information**

Dr. Sharon Wiliams, Superintendent will present Illinois Association of School Boards Board Policy updates from Issue 121.

III. **Reports**

A. Board Members

B. Superintendent

C. RIEA President

D. RIESPA President

E. AFSCME President

IV. **Communications**

Requests from persons wishing to speak on certain agenda items will be called upon at this time. Citizens may also use this time to address the Board of Education on items not on the agenda. Comments should be limited to three (3) minutes.

V. **Action of Routine Matters**

A. Approval of Additions and/or Deletions

B. **Approval of Agenda... Action**

C. Nomination for Future Agenda Items

D. **Blanket Motion... Action**

Opportunity will be given for the selection of items that need no discussion to be approved at the appropriate time on the agenda. The following items are recommended for the Blanket Motion:

1. **Contracts for Service (a - af) ... Action**

   a. **ACT II Transportation ... Action**

   It is recommended that the Board of Education approve the contract for service with Act II Transportation, 310 East First Avenue, Coal Valley, IL, to provide supplemental transportation services not to exceed $225,000 for fiscal year 27.

   b. **Amplify Education, Inc... Action**

   It is recommended that the Board of Education approve the purchase of curriculum materials and software licenses from Amplify Education, 55 Washington Street, Suite 900, Brooklyn, NY, in the amount of $244,270.34 for fiscal year 27.

   c. **Advancement Via Individual Determination (AVID)... Action**

   It is recommended that the Board of Education approve the contract with the AVID Center, 9797 Aero Drive, San Diego, CA, to provide professional learning and other curriculum support not to exceed $94,185.20 in fiscal year 27.

   d. **Black Hawk Area Special Education District (BHASED)... Action**

   It is recommended that the Board of Education approve the contract with Black Hawk Special Education District (BHASED), 4670 11th Street, East Moline, IL, not to exceed $2,600,000 for fiscal year 27.

   e. **BSN Athletics ... Action**

   It is recommended that the Board of Education approve expenditures with BSN Athletics, PO Box 7726, Dallas, TX, not to exceed $200,000 for fiscal year 27.

   f. **Center for High School Success... Action**

   It is recommended that the Board of Education approve the contract for service with Center for High School Success (CHSS), 2121 SW Broadway, Ste. 130, Portland, OR, to support our graduation metrics in the amount of $72,100 for fiscal year 27.

   g. **Cynet 360 Elite - Cyber Protect... Action**

   It is recommended that the Board of Education approve the purchase of Cynet 360 Elite for cybersecurity projection in the amount of $128,687.70 from Cyber Protect LLC, 13216 Herbert Avenue, Warren, MI, for fiscal years 27 - 29.

   h. **DecisionEd Group... Action**

   It is recommended that the Board of Education approve the contract renewal

with DecisionEd Group Inc., 9901 Valley Ranch Parkway East, Suite 1060, Irving, TX, to provide support for classroom and student software licenses in the amount of $65,876 for fiscal year 27.

i. **Education Solutions Development, Inc... Action**

It is recommended that the Board of Education approve the contract for service with Education Solutions Development, Inc., P.O. Box 424, Rockaway, NJ, to provide APECS Software, supporting finance, payroll and personnel not to exceed $49,940.32 for fiscal year 27.

j. **Frontline Technologies... Action**

It is recommended that the Board of Education approve annual software license renewals with Frontline Technologies, PO Box 780577, Philadelphia, PA, for Applicant Tracking; Absence and Substitute Management; Budget Management Analytics; Financial Planning Analytics; Comparative Analytics; and Frontline Central Solution in the amount of $88,808.99 for fiscal year 27.

k. **Great Minds... Action**

It is recommended that the Board of Education approve the contract with Great Minds, P.O. Box 200283, Pittsburgh, PA, to purchase curriculum materials and digital licenses in the amount of $148,859.24 for fiscal year 27.

l. **Greenwood Cleaning Systems... Action**

It is recommended that the Board of Education approve the contract for service with Greenwood Cleaning Systems, Inc., 5880 Tremont Avenue, Davenport, IA, not to exceed $300,000 for fiscal year 27.

m. **High Roads of the Quad Cities... Action**

It is recommended that the Board of Education approve the contract with High Roads of the Quad Cities, P.O. Box 70023, Newark, NJ, not to exceed $160,000 for fiscal year 27.

n. **Imagine Learning LLC... Action**

It is recommended that the Board of Education approve the contract to purchase curriculum materials and digital licenses from Imagine Learning LLC., 100 South Mill Avenue, Suite 1700, Tempe, AZ, at a cost of $62,284.61 for fiscal year 27.

o. **Iowa Jobs for America's Graduates (iJAG)... Action**

It is recommended that the Board of Education approve the contract with iJAG (Iowa Jobs for America's Graduates), 1111 9th Street, Suite 268, Des Moines, IA, in the amount of $50,000 for fiscal year 27.

p. **Johnson Controls... Action**

It is recommended that the Board of Education approve the contract for service with Johnson Controls Fire Protection Holdings LLC, located at 11318 Aurora Avenue, Urbandale, IA, to provide fire alarm repair and programming services district wide not to exceed $60,000 for fiscal year 27.

q. **K-12 Tech Repairs... Action**

It is recommended that the Board of Education approve the contract for service with K-12 Tech Repairs, 790 Royal Saint George Drive, Naperville, IL, for Chromebook maintenance and repair, not to exceed $101,794 for fiscal year 27.

r. **Lexia Learning Systems... Action**

It is recommended that the Board of Education approve the contract with Lexia Learning System, LLC, 300 Baker Avenue, Suite 202, Concord, MA, to purchase curriculum materials and digital licenses in the amount of $67,235 for fiscal year 27.

s. **Logan River Academy... Action**

It is recommended that the Board of Education approve the contract for service with Logan River Academy, 1683 S. State Highway 89/91, Logan, UT, not to exceed $250,000 for fiscal year 27.

t. **McGraw Hill... Action**

It is recommended that the Board of Education approve the contract for services from McGraw Hill, LLC, P.O. Box 182605, Columbus, OH, to supply curriculum materials and digital licenses not to exceed $200,000 for fiscal year 27.

u. **Midwest Alarm Services... Action**

It is recommended that the Board of Education approve a contract for service with Midwest Alarm Services, 1910 E. Kimberly Road, Davenport, IA, not to exceed $75,000 for fiscal year 27.

v. **Newsela, Inc... Action**

It is recommended that the Board of Education approve the contract for service with Newsela, located at 500 5th Avenue, FL 28, New York, NY, to provide curriculum software in the amount of $108,961 for fiscal year 27.

w. **Northwest Education Association (NWEA)... Action**

It is recommended that the Board of Education approve the online assessment software license renewal of NWEA, 121 NW Everett Street, Portland, OR, in the amount of $88,580 for fiscal year 27.

x. **Olds Boiler & Welding Services... Action**

It is recommended that the Board of Education approve the contract for service with Olds Boiler and Welding Service, 208 39th Street, Moline, IL, to provide maintenance needs district wide, not to exceed $100,000 for fiscal year 27.

y. **One Step Inc... Action**

It is recommended that the Board of Education approve One Step Inc., 806 W. 4th Street, Davenport, IA, to provide printing and promotional items, not to exceed $75,000 for fiscal year 27.

z. **Rock Island County Regional Office of Education... Action**

It is recommended that the Board of Education approve the contract with the

Regional Office of Education #49, 3561 60th Street, Suite 310, Moline, IL, for district-wide professional development in the amount of $72,000 for fiscal year 27.

aa. **Spring Forward Learning Center... Action**

It is recommended that the Board of Education approve the contract for service with Spring Forward Learning Center, P.O. Box 1287, Moline, IL, to provide intersession and summer programs in the amount of $240,650 for fiscal year 27.

bb. **The Menta Education Group... Action**

It is recommended that the Board of Education approve the contract with The Menta Education Group, 195 Poplar Avenue, North Aurora, IL, not to exceed $600,000 for fiscal year 27.

cc. **Trafera - GoGuardian**

It is recommended that the Board of Education approve the three-year subscription of GoGuardian Suite from Trafera, 2550 University Avenue, Suite 315-S, St. Paul, MN, in the amount of $160,020, for fiscal years 27 - 29.

dd. **Tri-City Electric... Action**

It is recommended that the Board of Education approve a contract for service with Tri-City Electric Co., 6225 N. Brady Street, Davenport, IA, to provide time and materials for security needs district wide not to exceed $200,000 for fiscal year 27.

ee. **Tri-State Travel... Action**

It is recommended that the Board of Education approve the contract for service with Tri-State Travel, 530 W. 76th Street, Davenport, IA, to provide supplemental transportation services not to exceed $75,000 for fiscal year 27.

ff. **UniFirst... Action**

It is recommended that the Board of Education approve the contract for service with UniFirst Corporation, 847 W. 5th Street, #247, Grundy Center, IA, to supply dry mop heads and related accessories, not to exceed $60,000 for fiscal year 27.

2. **Bills for Payment... Action**

It is recommended that the Board of Education authorize bills for payment dated April 30, 2026, in the amount of $5,671,920.86.

3. **List of Donations... Action**

It is recommended that the Board of Education approve the attached list of donations.

4. **Overnight Field Trip Requests... Action**

It is recommended that the Board of Education approve the overnight field trip request for the Rock Island High School Girls Track and Field team to participate in the IHSA Girls' State Track and Field Championship meet in Charleston, Illinois, departing May 21 and returning May 23, 2026.

It is recommended that the Board of Education approve the overnight field trip request for the Rock Island High School Boys Basketball team to compete in the Riverside-Brookfield Summer Shootout in Brookfield, IL, departing June 12 and returning June 13, 2026.

It is recommended that the Board of Education approve the Rock Island High School Girls Basketball team to compete in the Windmill City Weekend Shootout in Batavia, IL, departing June 18 and returning June 19, 2026.

It is recommended that the Board of Education approve the Rock Island High School Boys Basketball team to compete in a summer basketball tournament at Ridgewood High School in Ridgewood, IL, departing June 26 and returning June 27, 2026.

It is recommended that the Board of Education approve the Rock Island High School Choir to go to Walt Disney World in Olrando, FL for a music workshop, departing March 14 and returning March 21, 2027.

5. **Amazon Spending Increase FY26... Action**

It is recommended that the Board of Education approve an increase to the spending threshold for Amazon to $690,000 for the remainder of fiscal year 26.

6. **Amazon Spending Approval FY27... Action**

It is recommended that the Board of Education approve the continued utilization of Amazon as an approved vendor for various supply purchases district wide for fiscal year 27, not to exceed $750,000.

7. **Board of Education Travel Cap... Action**

It is recommended that the Board of Education approve the maximum allowable reimbursement for Board travel, meal, and lodging expenses for fiscal year 27, in accordance with Board Policy 2:125 be capped at $20,000.

8. **CDW-G ... Action**

It is recommended that the Board of Education approve purchases from CDW-G located at 230 N. Milwaukee Ave, Vernon Hills, IL, not to exceed $225,000 for fiscal year 27 to provide technology equipment and services district wide.

9. **Dell Computer Corporation... Action**

It is recommended that the Board of Education authorize purchases from Dell Computer Corporation, 1 Dell Way-R88, Round Rock, TX, not to exceed $275,000 for fiscal year 27.

10. **Lakeshore Learning LLC... Action**

It is recommended that the Board of Education approve purchases from Lakeshore Learning Materials, LLC, 2695 East Dominguez Street, Carson City, CA, not to

exceed $40,000 for fiscal year 27.

11. **MiEN - Eugene Field Furniture... Action**

It is recommended that the Board of Education approve the purchase of furniture for the Eugene Field Elementary addition from MiEN Company, 2547 3 Mile Road NW, Ste. F, Grand Rapids, MI, not to exceed $200,000 during fiscal year 27.

12. **Nutrition Distribution Bid Recommendation... Action**

It is recommended that the Board of Education approve the contract rollover with Kohl Wholesale, 103 Jersey Street, Quincy, IL, for district-wide food distribution in the amount of $1,716,000 for fiscal year 27.

13. **Open Up Resources... Action**

It is recommended that the Board of Education approve purchases from Open Up Resources, Dept LA #24903, Pasadena, CA, to provide curriculum materials, not to exceed $103,290 for fiscal year 27.

14. **Quad City Area Career Center Tuition... Action**

It is recommended that the Board of Education approve the estimated yearly tuition cost of $68,000 for the Quad City Area Career Center for fiscal year 27.

15. **Resolution Authorizing Renewal of E-Learning Plan... Action**

It is recommended that the Board of Education approve the renewal of the Rock Island - Milan School District e-Learning plan as presented for a three year period, fiscal years 27 - 29.

16. **SHI... Action**

It is recommended that the Board of Education approve purchases from SHI, 290 Davidson Avenue, Somerset, NJ, not to exceed $675,000 for technology needs in fiscal year 27.

17. **Truck Purchase... Action**

It is recommended that the Board of Education approve the purchase of a 2026 Ford F250 Super Duty from Courtesy Ford/Kimberly Car City located at 3921 West River Drive, Davenport, IA, for $51,516 for district-wide use.

18. **Certified Appointments... Action**

It is recommended that the Board of Education approve the certified appointment of Meloney Brasmer, Dawn Fitzpatrick, and Sara Genovese for the 2026 - 27 school year.

19. **Certified Coach Appointment... Action**

It is recommended that the Board of Education approve the certified coach appointment of Lauren Hall for the 2026 - 27 school year.

20. **Certified Internal Transfer... Action**

It is recommended that the Board of Education approve the certified appointment of Kelly Vroman for the 2026 - 27 school year.

21. **Certified Resignations... Action**

It is recommended that the Board of Education accept the certified resignations of Ariel Bainter, Second Grade Teacher at Frances Willard Elementary School with three (3) years of service, Katelyn Camp, School Social Worker District Wide with three (3) years of service, Tara Gonzalez, Special Education Teacher at Edison Junior High School with three (3) years of service and Lauryn Youngers, School Social Worker District Wide with three (3) years of service during the 2025 - 2026 school year.

22. **Non-Certified Appointments... Action**

It is recommended that the Board of Education approve the non-certified appointments of Shane Benedict, Ledona Strong, and Correna Weas during the 2025 - 26 school year.

23. **Non-Certified Coach Appointments... Action**

It is recommended that the Board of Education approve the non-certified coach appointments of Joshua Hollenback and Jacob Wyers during the 2025 - 26 school year.

24. **Non-Certified Internal Transfer... Action**

It is recommended that the Board of Education approve the non-certified appointment of Marcela Sherman during the 2025 - 26 school year.

25. **Non-Certified Coach Resignation... Action**

It is recommended that the Board of Education accept the non-certified coach resignation of Michael Randle, Head Girls Freshman Basketball Coach at Rock Island High School with seven (7) years of service during the 2025 - 26 school year.

26. **Non-Certified Resignations... Action**

It is recommended that the Board of Education accept the non-certified resignations of Robert Carrol, Dishwasher at Rock Island Academy, with three and a half (3.5) years of service and Brenda Catahay, Paraprofessional at Ridgewood Elementary School, with one (1) year of service during the 2025 - 26 school year.

27. **Non-Certified Termination... Action**

It is recommended that the Board of Education approve the non-certified termination of employee (26.13.1) effective immediately.

VI. **Operations**

A. **Freedom of Information Act (FOIA) Requests... Information**

The district received a FOIA request and responded within the required timeframe to Michael Henry, who requested the names of all law firm(s) providing legal services to the district currently and within the last eight (8) years. Also requested were contracts, agreements and fee schedules for legal services as well as the total amount paid to each law firm for the last three (3) years.

The district received a FOIA request and responded within the required timeframe to

Brooke Bennett, who requested comprehensive information regarding student discipline data tracked in Skyward, including the total number and types of incident reports, the number of students involved, and how those incidents were handled by administration. The request also sought clarification on the definitions of offense categories, identification of which incidents are reported to the state, and documentation showing when and how this guidance has been communicated to building administrators.

The district received a FOIA request and responded within the required timeframe to Brooke Bennett, who requested the total number of retracted emails sent through district email for the 2024-2025 and the 2025-2026 school year, listing the total number of unique users that have requested to retract an email and the total number attributed to that user. Also requested was the reasoning for any and/or all retracted emails, identify the total number of users who are allowed to retract emails, a break-down of those numbers by total number of individuals with those permissions who are inside the IT department, as well as the total number of users outside the IT department.

The district received a FOIA request and responded within the required timeframe to Annika O'Melia, who requested a copy of an HR complaint and correspondence or email exchanges between Dr. Yolanda Grandberry-Pugh and Sue Crowder from 10/30/2023 on district email addresses.

The district received a FOIA request and responded within the required timeframe to Madelyn Jackson, who requested information documenting each time all the district nurses have been floated.

The district received a FOIA request and responded within the required timeframe to Jeff Holland, who requested information regarding the bid for the synthetic turf project.

The district received a FOIA request and responded within the required timeframe to Shari Reid, who requested purchasing records from January 6, 2026, to April 30, 2026.

B. **District Calendar 2026 - 27 and 2027 - 28 Amendment... Action**

It is recommended that the Board of Education approve the amended 2026 - 27 and 2027 - 28 school year calendars as presented.

C. **RIHS Former Pool Infill Project... Action**

It is recommended that the Board of Education approve the contract recommendation from Russell Construction to complete the Rock Island High School Pool Infill Project for a cost of $3,891,469.

D. **Roof Replacement Projects... Action**

It is recommended that the Board of Education award the bid to T&K Roofing to

complete the roofing projects at Thomas Jefferson Elementary and the Rock Island High School Fitness Center for a cost of $420,033.

E. **RIHS Chiller Installation & RTU Replacement Project... Action**

It is recommended that the Board of Education award the Chiller Installation and RTU Replacement Project to the companies recommended by Russell Construction for a cost of $450,836.

F. **RIHS Unit Vent Replacements Project... Action**

It is recommended that the Board of Education award the Unit Vent Replacement Project to L&L Flooring and Crawford Co., along with Russell Construction for a cost of $478,702.

G. **Thurgood Marshall Secure Entry Project... Action**

It is recommended that the Board of Education award the contractors recommended by Russell Construction to complete the Thurgood Marshall Learning Center Secure Entry Project for a cost of $263,033.

H. **Student Expulsion... Action**

It is recommended that the Board of Education approve the expulsion of student 2026.16.14 for a period of two (2) calendar years due to conduct that substantially disrupted the educational environment and raised significant safety concerns. This recommendation follows a thorough review of the incident and the student's disciplinary history, in accordance with district policy and Illinois law. All due process requirements, including notice and the opportunity for a hearing have been met. The student is banned from all premises and events within the Rock Island - Milan School District.

VII. **Personnel**

A. **Unpaid Suspension... Action**

It is recommended that the Board of Education approve the three (3) day unpaid suspension of employee (26.10.23).

VIII. **Executive Session**

It is recommended that the Board of Education move to executive session to discuss pending litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probably or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. 5 ILCS120/2(c)(11). In addition to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. 5 ILCS 120/2(c)(1). 5 ILCS 120/2(c)(9): Student disciplinary cases. 5 ILCS 120/2(c)(10): The placement of individual students in special education programs and other matters relating to individual students.

IX. **Adjournment**

BUILDING OUR FUTURE

May 12, 2026

SHARON WILLIAMS, Ed. D.
SUPERINTENDENT OF SCHOOLS

ROCK ISLAND - MILAN
SCHOOL DISTRICT #41

Agenda

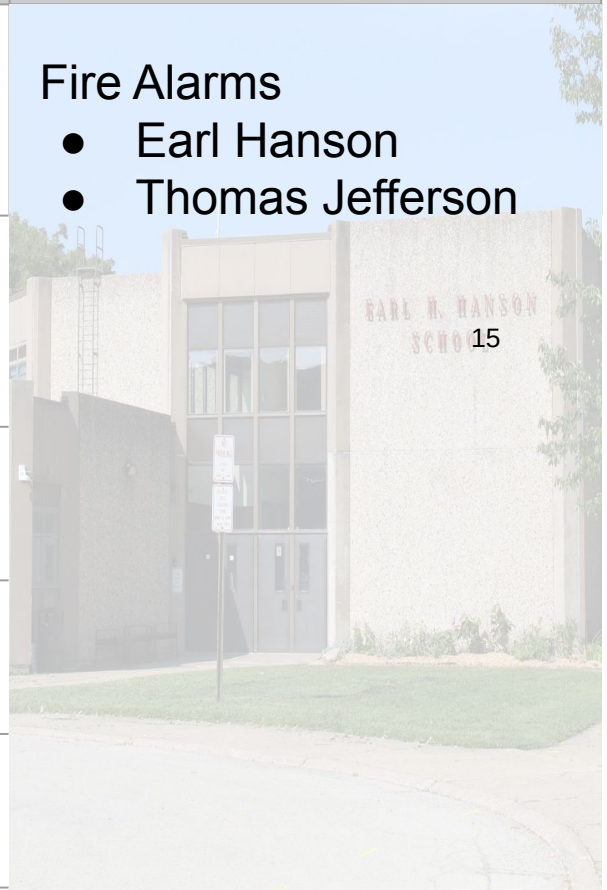
- Facilities Management Plan
  - Completed
  - Current
  - Upcoming
  - Budget & Timelines
- Preventative Maintenance Plan
  - Completed
  - Current
  - Upcoming
- Bond Proceeds
  - Funding Allocation
  - Draw Update

Completed Projects

FY2024
2022 Bond Proceeds
WJHS ● Basement repairs
RIHS ● Auditorium ● Restroom renovation ● Stadium repairs
HVAC ● Earl Hanson ● Ridgewood ● Eugene Field

FY 2025

2022 Bond Proceeds	2025 Bond Proceeds	Title IV
WJHS ● Parking lot	RIHS: ● Tuckpointing ● Cafeteria flooring	Fire Alarms ● Earl Hanson ● Thomas Jefferson
	Denkmann: ● Tuckpointing ● Roof	
	WJHS ● Secure entry	
	Longfellow: ● Tuckpointing	
	RICMS ● Parking lot improvements	



FY2026	
Operations & Maintenance	**2025 Bond Proceeds**
RIHS ● Water main replacement	EJHS ● Secure entry redesign

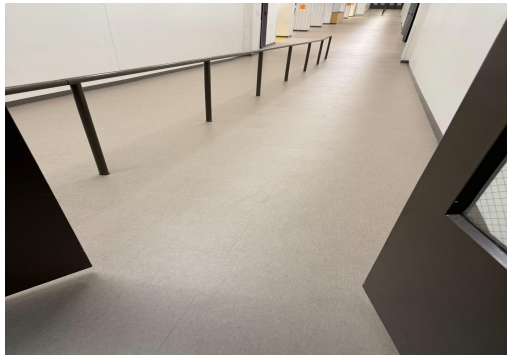
Completed Projects - Budget

Project	Approved Budget	Final Budget	Under/(Over) Budget
WJHS - Basement Repairs	$173,300	$143,588	$29,712
RIHS Auditorium	$345,000	329,412	$15,588[17]
RIHS Restrooms	$735,000	$795,841	($60,841)
RIHS Stadium Repairs	$898,224	$897,156	$1,068
WJHS - Parking Lot	$418,000	$393,706	$24,294
2025 Summer Projects*	$2,696,320	Pending	Pending

*Denkmann Tuckpointing/Roof; Longfellow Tuckpointing; RIHS Tuckpointing; Fire Alarms TJ & Earl Hanson; RICMS Parking Lot

Completed Projects - Budget

Project	Approved Budget	Final Budget	Under/(Over) Budget
Secure Entries	$225,900	Pending	Pending
RIHS Cafeteria Flooring	$242,000	$452,842	($210,842)
RIHS Water Main	$66,623	$60,339	$6,284



FY26 Projects Underway

Project	School	Budget	On Budget?	Timeline	On Time?
Aquatic center	RIHS	$16,035,436	Yes, 47% paid	12/2026	1/2027
Addition/Library renovation	Eugene Field	$6,390,809	N/A	Summer 2027	N/A
Gym renovation	WJHS	$417,105	Yes, 67% paid	March 2026	Yes

AQUATIC CENTER AERIALS

2/17/26

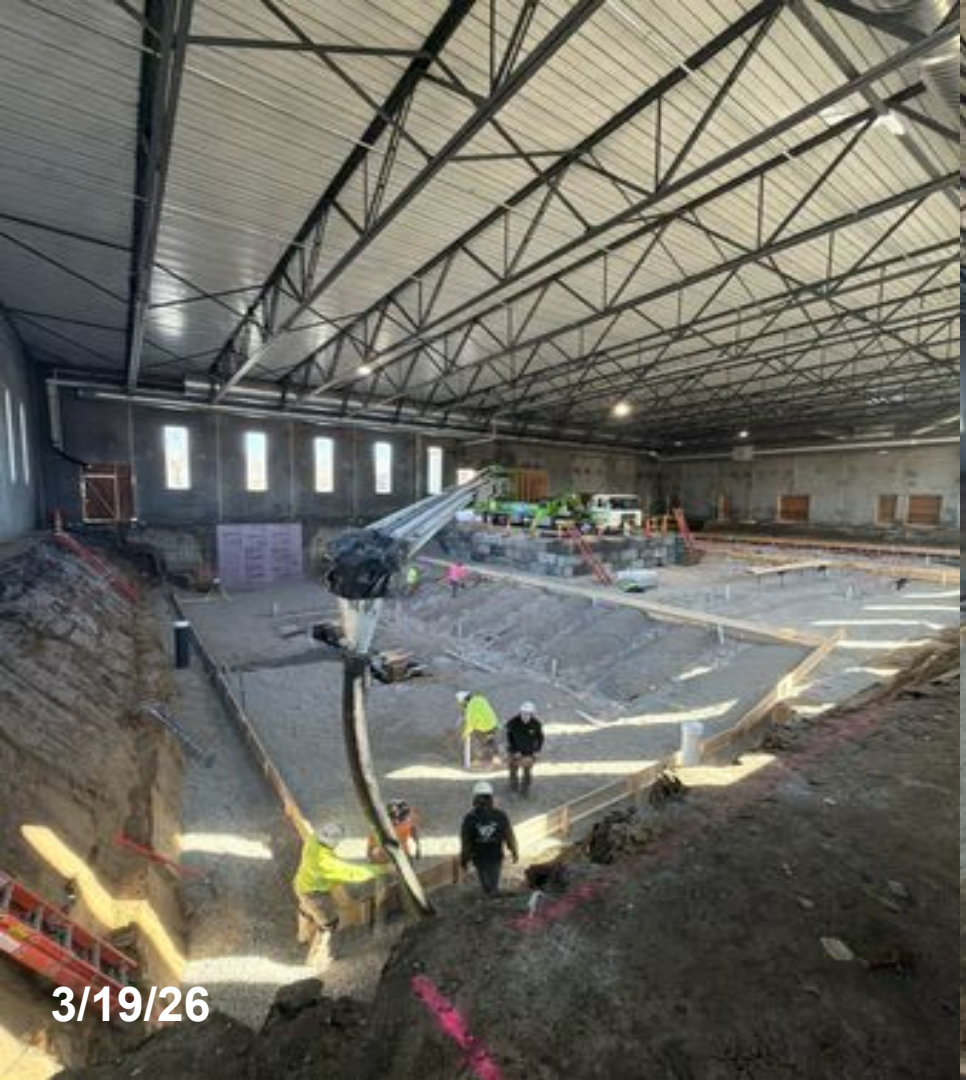
2/17/25
DEERE

3/2/26

3/3/26

3/4/26

3/13/26

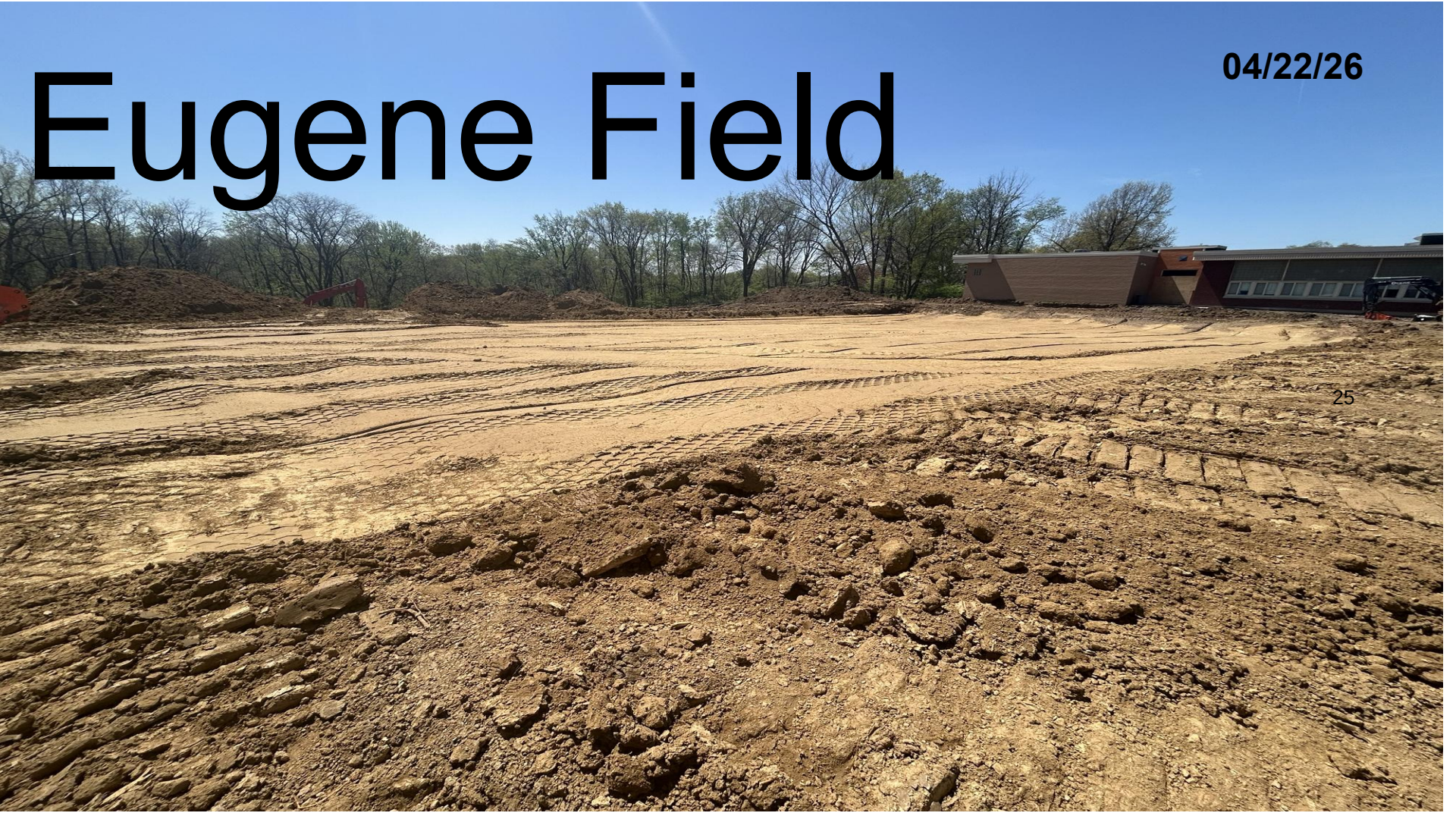


3/19/26

WJHS

Eugene Field

04/22/26



FY26 Upcoming Projects

Project	School	Architect	Budget	Funding	Timeline
Band & orchestra renovation	RIHS	Cordogan Clark	$6.1M	Bond	Fall 2027
HVAC/Controls update	RIHS	Cordogan Clark	$14M	Bond	Spring 2028
Chiller replacement	RIHS	Cordogan Clark	$450k	Bond	June 2026

Project	School	Architect	Budget	Funding	Timeline
Former pool infill	RIHS	Cordogan Clark	$3.8M	Bond	Winter 2026
Addition/library renovation	Rock Island Academy	IDG+	$7.9M	Bond	Fall 2027

Proposed Summer Projects

Project	School	Architect	Budget	Funding	Start Date
Drop off & parking lot	Thomas Jefferson	Cordogan Clark	$1.5M	Bond, 1% Sales Tax	Summer 2026
Roof replacement	Thomas Jefferson/RIHS Fitness Center	Cordogan Clark	$705k	Bond, 1% Sales Tax	Summer 2026
Secure entry	Thurgood Marshall	Cordogan Clark	$263k	Bond, 1% Sales	Summer 2026

PMP - Completed

- **Fieldhouse/Concrete Replacement**
  - RIHS
- **Hot water valve replacement**
  - RIA
- **Furniture & Equipment Removal**
  - Earl Hanson - Gym Bleachers
  - RIA - Retired Furniture
- **Tuckpointing**
  - TMLC (Library water infiltration)
- **Fire Alarm Programming & Updates**
  - RIA & RIHS - Strobes
  - EJHS & Ridgewood - Programming
- **Univent Filter Replacement**
  - RIHS
- **Ceiling repairs**
  - Frances Willard
- **Water infiltration repairs**
  - TMLC
- **Hot Water line replacement**
  - WJHS
- **Univent Filter Replacement**
  - Rock Island Academy
- **Insulation Install**
  - Washington

Current & Upcoming

- **LED Lighting Replacement**
  - RIHS
    - Ongoing
- **Condensation pump replacement**
  - Longfellow
    - Summer Install
- **TBD**
  - **RIA**
    - Temporary hot water solution for kitchen, full replacement during addition construction
  - **Horace Mann - Sewer line Repair**
    - Planning for tree removal prior to scheduling replacement.
    - Timing TBD due to weather.
- **Blinds**
  - RIHS
    - Summer/Fall

Funding Allocation FY2026

Transfer to Capital Fund	$5,000,000
Series 2025 Bond	$55,595,000
Working Cash Transfer	$1,800,000
1% Sales Tax	$6,500,000
Other (Grants/Interest)	$800,000
Total Funding	$69,695,000
Projects Paid to Date	$13,079,515
Committed to be Paid	$48,800,311
Funds Remaining	$7,815,154

Bond Proceeds

Bond Proceeds: $55,000,000
Requirements:
First Draw 10%: August 2025 - Completed
First Payment Due: Jan 1, 2026 - Completed
85% spent within 3 years - In Progress

Total Committed Funds	Total Bond Draw	% Committed	% Drawn
$55M	$13M	100%	23.8%

FMP QUARTERLY MEETINGS 2025-2026

As a living document, it is expected that this plan will undergo periodic reviews and adaptations as required to meet the changing needs of the district.

Meeting Schedule
5:00 - 7:00 pm
June 1, 2026 (RIHS)

- **Learn about current and future projects**
- **Meet our architecture and construction partners**
- **Offer input and feedback on our current and future plans**
- **Learn about our funding strategies for short and long-term projects**

PARTNERS

RUSSELL

CORDOGAN CLARK
ARCHITECTURE • ENGINEERING • CONSTRUCTION

- RIHS
- RICMS
- Thomas Jefferson
- Ridgewood
- Washington
- Thurgood
- Longfellow

IDG+
ARCHITECTS

- Eugene Field
- RIA
- Edison
- Earl Hanson
- Frances Willard
- Horace Mann
- Denkmann

ROCK ISLAND-MILAN SCHOOL DISTRICT #41

Board of Education Meeting

May 12, 2026

Sharon Williams, Ed. D.

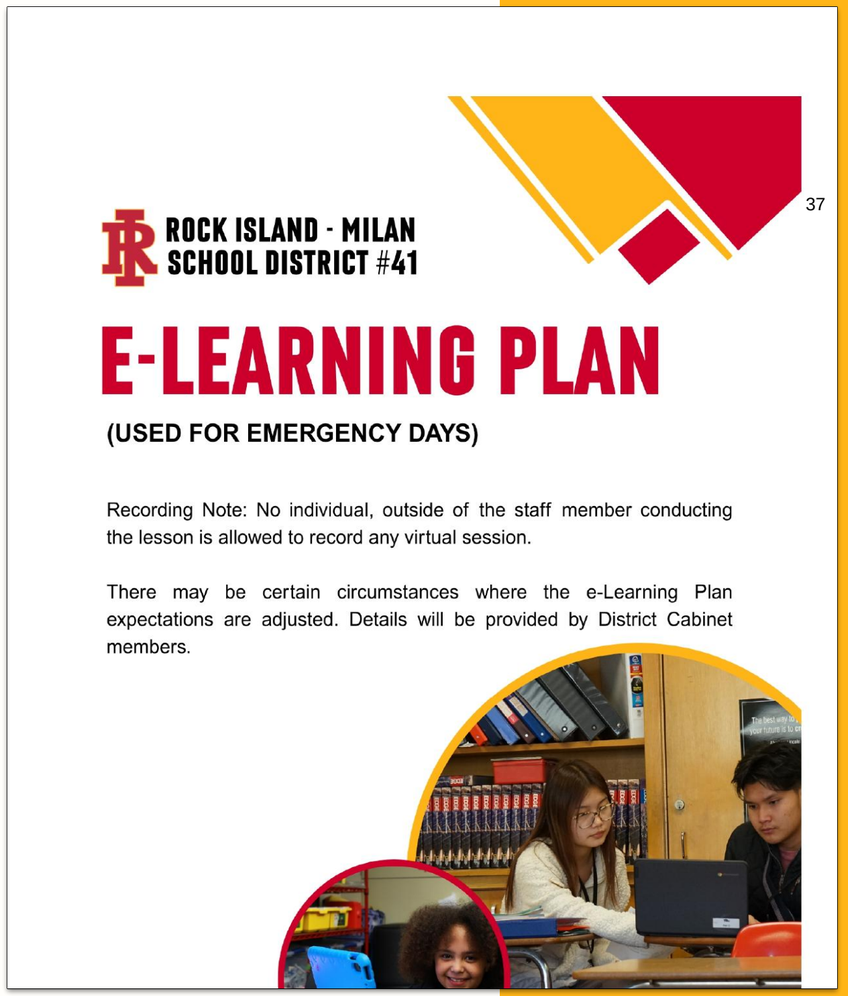
Superintendent

AGENDA

1. Public Hearing for E-Learning in Lieu of Emergency Days Verification…Hearing
2. PRESS 121 First Reading

E - Learning Plan

- The District plan was first approved in 2021-2022 school year.
- E Learning plans are approved for a three (3) year period.
- Changes/amendments to the plan include removal of policies/procedures that are no longer applicable.
- Input was taken into consideration from various school community members.
- The E Learning plan as presented would be valid until the end of the 2028-2029 school year.



PRESS 121

Personnel

Employee protections related to ‘no match’ letters
Leave for a child in a neonatal ICU

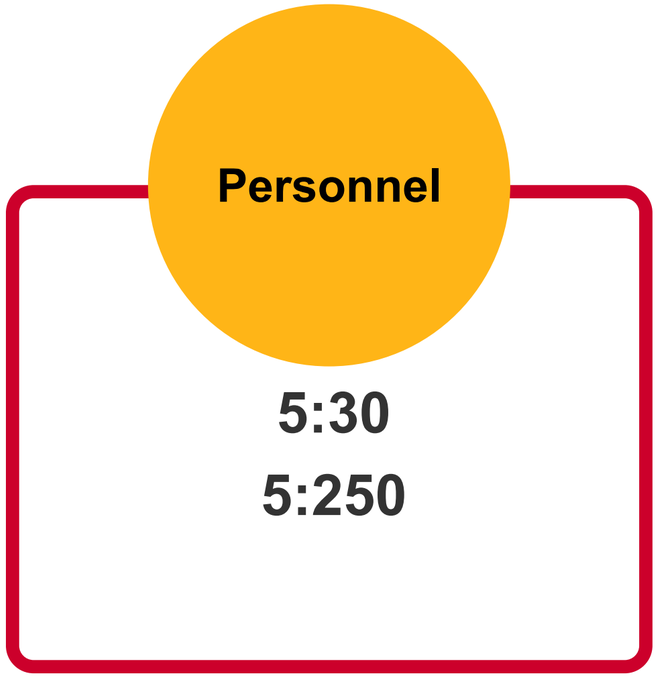
OMA and FOIA

Board Member Remote Attendance
No meetings on election days
FOIA security measures to combat cyber attacks/AI

Title I Programs

Parent & Family Engagement policies and Plan to ISBE

Personnel



- In response to concerns regarding the impact of federal immigration enforcement on employment, the General Assembly passed P.A. 104-455 during the veto session. It adds protections for employees if their employer receives a *no match* letter from a federal agenda regarding a discrepancy in the individual's identifying documents (5:30).

- New unpaid leave entitlement for employees whose child is a patient in a neonatal intensive care unit. This leave is in addition to leave that may also be available to employees under FMLA (5:250).

OMA & FOIA

OMA and FOIA

2:200

2:220

2:250

- OMA - Board members may attend meeting remotely if on active military duty (2:200).
- OMA - No regular or special meetings held on election days (2:220).
- FOIA - security measures to combat concerns about cyber attacks - request must be in the body of the email vs. attachment and requestor may be asked to verify if they are a person (2:250).

Title I

- In January 2025, the U.S. Department of Education issued revised non-regulatory guidance titled *Parent and Family Engagement,* which contains a sample template for a district-wide parent engagement policy and a sample template for a school-parent compact.

- Sample policy 6:170, **Title I Programs**, and its accompanying materials have been updated to ensure compatibility with the sample templates in Parent and Family Engagement and for continuous improvement.

No Board Action Required

No Board Action Required

IASB will make minor changes for continuous improvement, renumbering or a five year review.

No Board Action Required | Minor Changes | 5 Year Review		
4:440	5:50	6:145
6:180	7:20	7:50
7:100	7:185	7:220
7:230	7:240	7:260
7:280	7:300	8:90

BOARD OF EDUCATION
ROCK ISLAND MILAN

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Date: May 12, 2026
Re: PRESS Policy First Reading - Issue 121

The Board of Education reviews policies in two readings: the first to discuss the policies and make changes as necessary, and the second to finalize any changes and adopt new policies. The following policies are presented for the Board's first reading. The policies have been modified due to changes in the law, legal references, and a review to ensure policies are up to date. The PRESS documentation is attached for this agenda item.

Several updates incorporate compliance with changes to the Freedom of Information Act and the Open Meetings Act, including clarifications to public records requests, exclusions of junk mail from public records, and restrictions on holding meetings on election days. Additional revisions reflect new or amended state and federal requirements, such as employee leave provisions, student protections, and parent notification requirements.

Most revisions are driven by statutory updates (including renumbering of Illinois School Code citations), required five-year reviews, and ongoing continuous improvement efforts.

Policy	Revision Descriptions
2:140-E, Guidance for Board Member Communications, Including Email Use	The exhibit is updated in response to the Freedom of Information Act (FOIA), 5 ILCS 140/2, amended by P.A. 104-438, excluding junk mail from the definition of public record, and for continuous improvement.
2:150-AP, Superintendent Committees	The procedure is updated in response: 1. 23 Ill. Admin. Code §228.30, amended by 49 Ill. Reg. 9475, addressing requirements for the transitional bilingual education parent advisory committee; 2. The renaming of 6:170-AP1, E1, District-Level Parent and Family Engagement Plan Compact; and 3. Continuous improvement.

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Superintendent of Schools

Policy	Revision Descriptions
2:200, Types of School Board Meetings	The policy, Cross References, and footnotes are updated. The policy is updated with minor style changes. The footnotes are updated in response to the Open Meetings Act (OMA), 5 ILCS 120/2.07(a), added by P.A. 104-438, prohibiting public bodies from holding regular or special meetings on an election day, and for continuous improvement. An option regarding the posting location for special meetings is added to footnote 19. A minor title correction is made to 2:210, Organizational School Board Meetings, in the Cross References.
2:200-AP, Types of School Board Meetings	The procedure is updated to align with the option added to footnote 19 in 2:200, Types of School Board Meetings.
2:220, School Board Meeting Procedure	The policy, Cross References, and footnotes are updated. The policy and footnotes are updated in response to OMA, 5 ILCS 120/7(a), adding performance of active military duty as a service member as a reason a board member may attend a meeting remotely, and for continuous improvement. A Cross Reference to 2:110, Qualifications, Term, and Duties of Board Officers, is added.
2:250, Access to District Public Records	The policy, Legal References, and footnotes are updated. The policy and footnotes are updated in response to: 1. Freedom of Information Act (FOIA), 5 ILCS 140/3, amended by P.A. 104-438, requiring requests for public records be made in the body of an e-mail, and permitting public bodies to ask a requester to verify that they are a person; 2. FOIA, 5 ILCS 140/2, amended by P.A 104-438, revising the definition of public record to exclude junk mail; and 3. Continuous improvement.
	The Legal References are updated for continuous improvement.

Policy	Revision Descriptions
2:250-AP1, Access to and Copying of District Public Records	The procedure is updated for the reasons stated in 2:250, Access to District Public Records, above, and in response to FOIA, 5 ILCS 140/4, eliminating the requirement for a district with a website to also post a description of itself and how to request its public records at its offices.
2:250-AP2, Protocols for Record Preservation and Development of Retention Schedules	The procedure is updated in response to Local Records Act, 50 ILCS 205/3, amended by P.A. 104-438, revising the definition of public record to exclude junk mail, and for continuous improvement.
2:250-E2, Immediately Available District Public Records and Web-Posted Reports and Records	The exhibit is updated in response to: 1. FOIA, 5 ILCS 140/4, amended by P.A. 104-438, eliminating the requirement for a district with a website to also post a description of itself and how to request its public records at its offices; 2. ISBE's Understanding Type I Diabetes for Parents and Guardians; and 3. Continuous improvement.
2:260, Uniform Grievance Procedure	The Legal References and footnotes are updated in response to 105 ILCS 5/22- 110, renumbered by P.A. 104-391, and for continuous improvement.
2:265, Title IX Grievance Procedure	The policy is unchanged. The footnotes are updated in response to 105 ILCS 5/27-215(a)(4) and 5/27-240, both renumbered by P.A. 104-391.
4:40, Incurring Debt	The policy is unchanged. The footnotes are updated in response to 105 ILCS 5/19-1(p-235), renumbered by P.A. 104-417, and 105 ILCS 5/20-2, amended by P.A. 103-591, authorizing an increase of up to 3% of a bond issue to cover certain bond-related expenses.
4:140-E4, Resolution to Increase Driver Education Fees	The exhibit is updated in response to 105 ILCS 5/27-815, titled safety education; driver education course, (formerly 105 ILCS 5/27-24.2), renumbered by P.A. 104-391, and for continuous improvement.

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Policy	Revision Descriptions
4:165, Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors	The policy, Legal References, and footnotes are updated in response to the repeal of 105 ILCS 5/27-13.2, by P.A. 104-391, which formerly required districts to give parents/guardians of students in grades K-8 prior written notice of sexual abuse prevention instruction. The Legal References and footnotes are updated in response to 105 ILCS 5/27-215 and 5/27-1015, both renumbered by P.A. 104-391. The policy and footnotes are also updated for continuous improvement.
4:170-AP6, E2, Notification to Staff and Parents/Guardians of CPR and AED Video	The exhibit is updated with a new Ill. High School Association (IHSA) web address.
5:30, Hiring Process and Criteria	The policy and footnotes are updated for continuous improvement. The footnotes are also updated in response to 820 ILCS 55/13-25, added by P.A. 104-455, prohibiting employers from taking adverse action against an employee based only on the receipt of a notice of discrepancy (a no-match letter).
5:30-AP1, Interview Questions	The procedure is updated in response to a five-year review.
5:30-AP2, Investigations	The procedure is updated in response to 820 ILCS 55/13-25, added by P.A. 104-455, prohibiting employers from taking adverse action against an employee based only on the receipt of a notice of discrepancy (a no-match letter), and for continuous improvement.
5:30-AP2, E1, Notice of Preliminary Hiring Decision Based on Conviction Record	The exhibit is updated in response to a five-year review.
5:30-AP2, E2, Notice of Final Hiring Decision Based on Conviction Record	The exhibit is updated in response to a five-year review.

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Policy	Revision Descriptions
5:50, Drug- and Alcohol- Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition	The policy and footnotes are updated for continuous improvement. The footnotes are also updated in response to: 1. P.A. 104-391, renumbering and repealing citations in 105 ILCS 5/27; and 2. 105 ILCS 5/22-81 (a/k/a Louie's Law), added by P.A. 103-399, requiring ISBE and the Ill. Dept. of Human Services to develop and regularly update a comprehensive Substance Use Prevention and Recovery Instruction Resource Guide for public elementary and secondary schools across the State of Illinois.
5:90-AP1, Coordination with Children's Advocacy Center	The procedure is updated in response to 105 ILCS 5/27-240, renumbered by P.A. 104-391, and for continuous improvement.
5:190-E1, Notice to Parents of Their Right to Request Their Child's Classroom Teachers' Qualifications	The exhibit is unchanged in response to a five-year review.
5:250, Leaves of Absence	The policy, Legal References, and footnotes are updated in response to the Family Neonatal Intensive Care Leave Act, 820 ILCS 157/, added by P.A. 104- 259, eff. 6-1-26, allowing employees to take a specified amount of unpaid leave if their child is a patient in a neonatal intensive care unit. The policy and footnotes are also updated for continuous improvement.
5:330, Sick Days, Vacation, Holidays, and Leaves	The policy, Legal References, and footnotes are updated for the reasons stated in 5:250, Leaves of Absence, above.
6:20-AP, Remote and/or Blended Remote Learning Day Plan(s)	The procedure is updated in response to P.A. 104-391, renumbering citations throughout 105 ILCS 5/27, and for continuous improvement.

Policy	Revision Descriptions
6:50, School Wellness	The policy, Legal References, and footnotes are updated. The policy and Legal References are updated with minor style changes. The footnotes are updated in response to: 1. 105 ILCS 5/27-215 and 5/27-235, added by P.A. 104-391, replacing, in part, 105 ILCS 110/3 and 110/3.5; 2. P.A. 104-391, renumbering and reorganizing various provisions throughout 105 ILCS 5/27; 3. Farm Fresh Schools Program Act, 105 ILCS 24/, and State Finance Act, 30 ILCS 105/5.728, both repealed by P.A. 104-435, eliminating the Farm Fresh Schools Program and its related funding; and 4. Continuous improvement.
6:65, Student Social and Emotional Development	The policy, Legal References, and footnotes are updated for continuous improvement. The footnotes are also updated in response to 105 ILCS 5/27- 1080, renumbered by P.A. 104-391.
6:100, Using Animals in the Educational Program	The Legal References are updated in response to 105 ILCS 5/27-265, renumbered by P.A. 104-391, and for continuous improvement.
6:100-AP, Dissection of Animals	The procedure is updated in response to a five-year review.
6:100-E1, Guidelines and Application for Using Animals in School Facilities for Educational Purposes	The exhibit is updated in response to a five-year review.
6:100-E2, Student Permission for Exposure to Animals	The exhibit is unchanged in response to a five-year review.

Policy	Revision Descriptions
6:145, Migrant Students	The policy, Cross References, and footnotes are updated in response to a five- year review. The footnotes are also updated in response to 105 ILCS 5/22-105 (final citation pending), added by P.A. 104-288, requiring schools to protect the integrity of school learning environments for all children so that no parent is discouraged from sending and no child is discouraged from attending school, including from the threat of immigration enforcement on a school campus.
6:170, Title I Programs	The policy, Legal References, Cross References, and footnotes are updated. The policy and footnotes are updated to more closely align with federal statutes and guidance and terminology used by ISBE, and to ensure compatibility with the U.S. Dept. of Education's revised non-regulatory guidance. The Legal References and Cross References are updated for continuous improvement.
6:170-AP1, Checklist for Development, Implementation, and Maintenance of Parent and Family Engagement Compacts for Title I Programs	The procedure is updated to ensure compatibility with the U.S. Dept. of Education's revised non-regulatory guidance and for continuous improvement.
6:170-AP1, E1, District-Level Parent and Family Engagement Plan Compact	RENAMED. The exhibit is renamed and updated to more closely align with federal statutes and guidance and terminology used by ISBE, and to ensure compatibility with the U.S. Dept. of Education's revised non-regulatory guidance.
6:170-AP1, E2, School-Level Parent and Family Engagement Plan Compact	RENAMED. The exhibit is renamed and updated for the reasons stated in 6:170- AP1, E1, District-Level Parent and Family Engagement Plan, above.

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Policy	Revision Descriptions
6:170-AP2, Notice to Parents Required by Elementary and Secondary Education, McKinney-Vento Homeless Assistance, and Protection of Pupil Rights Laws	REFORMATTED. The exhibit is updated in response to a five-year review.
6:180, Extended Instructional Programs	The policy, Legal References and footnotes are updated. The policy is updated with minor style changes. The Legal References and footnotes are updated in response to: 1. 105 ILCS 5/27-255, added by P.A. 104-391, replacing, in part, 105 ILCS 110/3; 2. P.A. 104-391, renumbering and reorganizing various provisions throughout 105 ILCS 5/27. The footnotes are also updated for continuous improvement.
6:235-AP1, E1, Student Authorization for Access to the District's Electronic Networks	The exhibit is updated in response to a five-year review.
6:235-AP1, E2, Staff Authorization for Access to the District's Electronic Networks	The exhibit is updated in response to a five-year review.
6:235-AP2, Web Publishing Guidelines	The procedure is updated in response to a five-year review.
6:235-E3, Online Privacy Statement	The exhibit is updated in response to a five-year review.
7:20, Harassment of Students Prohibited	The Legal References and footnotes are updated in response to 105 ILCS 5/22- 110, renumbered by P.A. 104-391. The footnotes are also updated for continuous improvement.

Policy	Revision Descriptions
7:50, School Admissions and Student Transfers To and From Non-District Schools	The policy, Legal References, Cross References, and footnotes are updated. The policy is updated with minor style changes. The Legal References and footnotes are updated in response to: 1. 105 ILCS 5/22-105 (final citation pending), added by P.A. 104-288, prohibiting the denial of a free public education to every child in Illinois; and 2. 105 ILCS 5/22-105, titled Health examinations and immunizations (formerly 105 ILCS 5/27-8.1), renumbered by P.A. 104-391. The footnotes are also updated for continuous improvement. 7:150, Agency and Law Enforcement Requests, is added to the Cross References.
7:100, Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students	The Legal References and footnotes are updated in response to 105 ILCS 5/22- 105, titled Health examinations and immunizations (formerly 105 ILCS 5/27-8.1), renumbered by P.A. 104-391. The footnotes are also updated for continuous improvement.
7:185, Teen Dating Violence Prohibited	The policy, Legal References, and footnotes are updated. The policy and footnotes are updated for continuous improvement. The Legal References and footnotes are also updated in response to 105 ILCS 5/27-240, renumbered by P.A. 104-391.
7:190-E2, Student Handbook Checklist	The exhibit is updated in response to: 1. 105 ILCS 5/27-13.2, repealed by P.A. 104-391, resulting in the renaming of 6:60-AP1, E1, Requests to Examine Materials and Statutory Opt-outs; 2. 775 ILCS 5/1-103(Q), added by P.A. 103-785, adding reproductive health decisions to the list of prohibited bases of discrimination;
	3. 105 ILCS 5/22-87(b), amended by P.A. 104-13, requiring notice to students in grade 12 of the Free

Policy	Revision Descriptions
	Application for Federal Student Aid (FAFSA) designee available to answer questions; 4. 105 ILCS 5/10-19.05, added by P.A. 104-250, requiring publicly posted attendance policies to include the career development experiences that may count toward the calculation of clock hours of schoolwork; 5. 105 ILCS 5/10-20.5a(b-5), added by P.A. 104-15, requiring notice to students and parents/guardians, at the time of school registration or at other appropriate times prior to the end of a student's junior year, of the student's right to have direct admission information sent to the Ill. Student Assistance Commission and other approved entities under the Public University Direct Admission Program Act; 6. 105 ILCS 5/26A-20(d), 26A-40(h), added by P.A. 102-466, a/k/a Ensuring Success in School Law, requiring notice of revised policies to respond to students who are parents, expectant parents, or victims of domestic or sexual violence, including also providing notice annually to all school personnel and students 12 years of age and older of the availability of counseling without parent/guardian consent; 7. The renaming of 6:170-AP1, E1, District-Level Parent and Family Engagement Plan Compact; and 8. Continuous improvement.
7:220, Bus Conduct	The policy, Legal References, and footnotes are updated in response to a five- year review. The Legal References are updated with minor style changes.
7:230, Misconduct by Students with Disabilities	The policy, Legal References, and footnotes are updated in response to a five- year review. The Legal References are updated with a minor style change.

Policy	Revision Descriptions
7:240, Conduct Code for Participants in Extracurricular Activities	The Legal References and footnotes are updated in response to 105 ILCS 5/27- 255(d), renumbered by P.A. 104-391, and for continuous improvement.
7:240-AP2, E1, Consent to Participate in Extracurricular Drug and Alcohol Testing Program	The exhibit is updated with a new IHSA web address, and for continuous improvement.
7:260, Exemption from Physical Education	The policy, Legal References, and footnotes are updated in response to a five-year review. The policy is updated with minor style changes. The Legal References and footnotes are updated in response to 105 ILCS 5/27-710, renumbered by P.A. 104-391. The footnotes are also updated for continuous improvement.
7:280, Communicable and Chronic Infectious Diseases	The Legal References and footnotes are updated in response to a five-year review. The Legal References are updated with a minor style change.
7:285-AP, Anaphylaxis Prevention, Response, and Management Program	The procedure is updated in response to: 1. 105 ILCS 5/2-3.190, amended by P.A. 104-391, reflecting the repeal of the Critical Health Programs and Comprehensive Health Education Act; 2. 105 ILCS 5/22-110, titled bullying prevention (formerly 105 ILCS 5/27-23.7), renumbered by P.A. 104-391; and 3. Continuous improvement.
7:300, Extracurricular Athletics	The policy, Legal References, and footnotes are updated for continuous improvement. The footnotes are also updated in response to an IHSA website update.
7:300-E2, Certificate of Physical Fitness for Participation in Athletics	The exhibit is updated for the reasons stated in 7:300, Extracurricular Athletics, above.

Policy	Revision Descriptions
7:305-AP, Program for Managing Student Athlete Concussions and Head Injuries	The procedure is updated for the reasons stated in 7:300, Extracurricular Athletics, above.
7:340-AP1, School Student Records	The procedure is updated in response to: 1. 105 ILCS 5/10-20.5a, amended by P.A. 104-15, adding student birth dates to the types of directory information that districts must share with military recruiters, public institutions of higher education, and the Ill. Student Assistance Commission, through a centralized data system; 2. 105 ILCS 5/27-605, renumbered by P.A. 104-391, addressing State graduation requirements; and 3. Continuous improvement.
7:340-AP1, E1, Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records	The exhibit is updated for the reasons stated in 7:340-AP1, School Student Records, above.
7:340-AP1, E3, Letter to Parents and Eligible Students Concerning Military Recruiters and Postsecondary Institutions Receiving Student Directory Information	The exhibit is updated in response to 105 ILCS 5/10-20.5a, amended by P.A. 104-15, adding student birth dates to the types of directory information that districts must share with military recruiters, public institutions of higher education, and the Ill. Student Assistance Commission, through a centralized data system, and for continuous improvement.
7:340-AP1, E4, Frequently Asked Questions Regarding Military Recruiter Access to Students and Student Information	The exhibit is updated for the reasons stated in 7:340-AP1, E3, Letter to Parents and Eligible Students Concerning Military Recruiters and Postsecondary Institutions Receiving Student Directory Information, above.
8:90, Parent Organizations and Booster Clubs	The policy and footnotes are updated in response to a five-year review.

School Board

Types of School Board Meetings [1]

General

For all meetings of the School Board and its committees, the Superintendent or designee shall satisfy all notice and posting requirements contained herein as well as in the Open Meetings Act (OMA). This shall include mailing meeting notifications to news media that have officially requested them and to others as approved by the Board.[2] Unless otherwise specified, all meetings are held in the District's main office.[3] Board policy 2:220, *School Board Meeting Procedure*, governs meeting quorum requirements.

The Superintendent is designated on behalf of the Board and each Board committee to receive the training on compliance with ~~the Open Meetings Act~~OMA that is required by Section 1.05(a) of that Act. The Superintendent may identify other employees to receive the training.[4] In addition, each Board member must complete a course of training on ~~the Open Meetings Act~~OMA as required by Section 1.05(b) or (c) of that Act. [5]

DRAFT

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] State law controls this policy's content. The provisions of the Open Meetings Act (OMA) do not apply to collective bargaining negotiations, including negotiating team strategy sessions, and grievance arbitrations as provided in 115 ILCS 5/18.

[2] 5 ILCS 120/2.02. These responsibilities may be given to anyone.

[3] State law ~~only~~ requires that meetings be held in a location convenient and open to the public and no open meeting is allowed to be held on a legal holiday unless the regular meeting day falls on that holiday. 5 ILCS 120/2.01. Regular and special meetings also may not be held or scheduled on the day of a general primary election, a general election, a consolidated primary election, or a consolidated election, as defined in the Election Code. 5 ILCS 120/2.07(a), added by P.A. 104-438. According to an Ill. Atty. Gen. Public Access Counselor Opinion (PAO), a board may not meet in a private residence because it would not be convenient and open to the public. PAO 12-8. A board meeting 26 miles away from its regular location, while open to the public, was inconvenient because "the public, as a practical matter, would be deterred from attending it." PAO 13-14. Generally, a board must also plan to accommodate a greater number of meeting attendees if it is aware of heightened interest in a meeting. PAO 25-11. Any person may record an open meeting. 5 ILCS 120/2.05. See sample policy 2:220, *School Board Meeting Procedure*.

[4] Each board must designate at least one employee or member to receive training on compliance with OMA. 5 ILCS 120/1.05. Revise this paragraph if the board designates other individual(s) to receive the training. A list of designated individual(s) must be submitted to the Ill. Atty. Gen. Public Access Counselor (PAC). The designated individual(s) must successfully complete an electronic training curriculum administered by the PAC within 30 days after that designation, and thereafter must successfully complete an annual training program. OMA does not specify duties for the designated individuals who receive the training but presumably they would assist the board in its OMA compliance efforts.

[5] 5 ILCS 120/1.05(b) applies to training administered by the Ill. Atty Gen. Office; 1.05(c) applies to training administered by IASB. Board members elected or appointed after 1-1-12 must complete the training not later than 90 days after taking the oath of office. Even before this law, compliance with OMA has always been considered a shared responsibility of board members. Failing to complete OMA training does not affect the validity of an action taken by the board nor is it considered a criminal violation. 5 ILCS 120/1.05(b) and 120/4. However, a person found to have violated any other provisions of OMA is guilty of a Class C misdemeanor punishable by a $1,500 fine and/or 30 days in jail. 5 ILCS 120/4.

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Regular Meetings

The Board announces the time and place for its regular meetings at the beginning of each fiscal year.[6] The Superintendent shall prepare and make available the calendar of regular Board meetings. The regular meeting calendar may be changed with 10 days' notice in accordance with State law. [7]

A meeting agenda shall be posted at the District's main office and the Board's meeting room, or other location where the meeting is to be held, at least 48 hours before the meeting. [8]

Closed Meetings [9]

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

1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity.[10] However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase

DRAFT

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[6] OMA and the School Code have different provisions regarding the establishment of a regular meeting schedule. OMA requires each public body to prepare and make available a regular meeting schedule at the beginning of each calendar or fiscal year. 5 ILCS 120/2.03. The School Code states that this task is accomplished during the organizational meeting. By *announcing* the schedule at the beginning of each calendar or fiscal year and by *fixing* the schedule at the organizational meeting, a board can implement both laws. Note that the phrase in this sample policy, "at the beginning of each fiscal year," can be changed to "at the beginning of each calendar year."

[7] Regular meeting dates may be changed by giving at least 10 days' notice in a newspaper of general circulation and posting a notice at the district's main office. 5 ILCS 120/2.03. Districts with a population of less than 500, in which no newspaper is published, may give the 10 days' notice by posting a notice in at least three prominent places within the district, in addition to posting a notice at the district's main office. Id. Notice shall also be given to those news media having filed an annual request to receive notifications. Id. The 10 days' notice requirement does not apply to the rescheduling of a single meeting if the regular meeting schedule is otherwise maintained. See PAO 24-13 and f/n 17, below.

[8] 5 ILCS 120/2.02(a). The posting location may need modification to comply with the law's requirement that the agenda be posted at the district's main office. For agenda requirements, see sample policy 2:220, *School Board Meeting Procedure*.

OMA also requires that "any requested notice and agenda for the meeting be continuously available for public review during the entire 48-hour period preceding the meeting." 5 ILCS 120/2.02(c) ~~(emphasis added)~~. The requirement for continuously available is satisfied if the district posts any required notice and agenda on its website. However, to comply with the legislative intent, posting on the district website does not replace the posting described in this sentence. See Rep. Pihos' remarks reported in *New open-meetings law; is hard-copy posting of agendas still required?*, Sept. 2012, Illinois Bar Journal.

For districts that do not post board meeting agendas on a website (because they do not have a website maintained by a full-time staff member), add the following sentence:

The agenda shall be continuously available for public review during the entire 48-hour period preceding the meeting. If a notice or agenda is not continuously available for the full 48-hour period due to actions outside of the district's control, the lack of availability does not invalidate any meeting or action taken.

[9] 5 ILCS 120/2(c), amended by P.A. 103-311. The reasons for closed meetings are frequently addressed in court decisions and Ill. Atty. Gen. opinions; only a few of these decisions/opinions are mentioned in the footnotes.

[10] "Th[is] exception is not intended to allow private discussion of fiscal matters, notwithstanding that they may directly or indirectly impact the employees of the public body." See PAOs 12-11 and 15-03. Discussing the elimination of an employee's position for reasons unrelated to the performance of the employee is not within the scope of Section 2(c)(1). See PAO 15-07. Nor does the exception permit a public body to hold closed sessions to discuss employees in general or issues that may ultimately have an impact on employees. See PAOs 15-05, 16-13, and 18-12.

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Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [~~the Open Meetings Act~~OMA]. 5 ILCS 120/2(c)(1). [11]

2. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2). [12]
3. The selection of a person to fill a public office, as defined in ~~the Open Meetings Act~~OMA, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance. 5 ILCS 120/2(c)(3).
4. Evidence or testimony presented in open hearing, or in closed hearing where specifically authorized by law, to a quasi-adjudicative body, as defined in ~~the Open Meetings Act~~OMA, provided that the body prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4).
5. Evidence or testimony presented to the Board regarding denial of admission to school events or property pursuant to 105 ILCS 5/24-24, provided that the Board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4.5).
6. The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. 5 ILCS 120/2(c)(5).
7. The setting of a price for sale or lease of property owned by the public body. 5 ILCS 120/2(c)(6).
8. The sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).
9. Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. 5 ILCS 120/2(c)(8).
10. Student disciplinary cases. 5 ILCS 120/2(c)(9).
11. The placement of individual students in special education programs and other matters relating to individual students. 5 ILCS 120/2(c)(10).

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[11] The Local Government Wage Increase Transparency Act, 50 ILCS 155/, allows *disclosable payments* (described below) to Ill. Municipal Retirement Fund (IMRF) employees only when the school board has first discussed the specific payment to be made at a meeting open to the public and posted and held in accordance with the requirements of OMA. 50 ILCS 155/5.

The provisions apply only to disclosable payments made to participating employees under Article Seven of the Ill. Pension Code (IMRF) who began participation before 1-1-11 and who are not subject to a collective bargaining agreement with respect to the employment upon which the participation is based.

Disclosable payments means a payment, whether in the form of an increase in the rate of earnings or a lump-sum payment, that would:

1. Be made by a participating employer to a participating employee after the employee has expressed to the employer his or her intent to retire or withdraw from service;
2. Have the effect of increasing the employee's reportable monthly earnings from that employer by more than 6% compared to the previous month; and
3. Be made between 12 months and 90 days prior to the employee's expected termination of service.

A disclosable payment also includes payment for accumulated sick leave; it does not include a refund of contributions or any payment required to be paid by State or federal law.

[12] Discussing a hiring freeze is not within the scope of Section 2(c)(2). See PAO 15-07. And if a public body is not engaged in collective bargaining at the time of the meeting, discussion of a hiring freeze does not constitute a collective negotiating matter. Id.

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

The Board may hold a closed meeting, or close a portion of a meeting, by a majority vote of a quorum, taken at an open meeting. The vote of each Board member present, and the reason for the closed meeting, will be publicly disclosed at the time of the meeting and clearly stated in the motion and the meeting minutes. [14]

A single motion calling for a series of closed meetings may be adopted when such meetings will involve the same particular matters and are scheduled to be held within three months of the vote. [15]

No final Board action will be taken at a closed meeting. [16]

Reconvened or Rescheduled Meetings

A meeting may be rescheduled or reconvened. Public notice of a rescheduled or reconvened meeting shall be given in the same manner as that for a special meeting, except that no public notice is required

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[13] IASB ~~field services~~Outreach and Training directors are available to facilitate a board self-evaluation.

[14] 5 ILCS 120/2a. Provided the open meeting was properly noticed, no additional notice is required to close the meeting. A motion to close a meeting can be as simple as, "I move that the Board hold [go into] a closed session to discuss [state one of the closed meeting grounds with reference to the specific section authorizing the closed meeting]."

The adequacy of a motion to go into closed session was discussed in Henry v. Anderson and Champaign Community Unit School Dist. No. 4, 356 Ill.App.3d 952 (4th Dist. 2005). A statutory citation is not required in the motion to go into closed session, but OMA does require a reference to the specific exception.

The *litigation* exception can be challenging~~is tricky~~. If the litigation has been filed and is pending, the motion to go into closed session need only state that the board will discuss litigation that has been filed and is pending. If the litigation has not been filed, the board must: (1) find that the litigation is probable or imminent, and (2) record and enter into the closed session minutes the basis for that finding. ~~120 ILCS 5/~~5 ILCS 120/2~~(e)11~~. See City of Bloomington v. Raoul, 184 N.E.3d 366 (Ill. App. 4th Dist. 2021) (finding city council improperly invoked litigation exception to justify closed session); PAO 21-03.

[15] Id.

[16] 5 ILCS 120/2(e). See also PAOs 13-03, 13-07, ~~and~~ 14-01, and 24-03.

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when the original meeting is open to the public and: (1) is to be reconvened within 24 hours, or (2) an announcement of the time and place of the reconvened meeting was made at the original meeting and there is no change in the agenda. [17]

Special Meetings

Special meetings may be called by the President or by any three members of the Board by giving notice thereof, in writing, stating the time, place, and purpose of the meeting to remaining Board members by mail at least 48 hours before the meeting, or by personal service at least 24 hours before the meeting.[18]

Public notice of a special meeting is given by posting a notice at the District's main office at least 48 hours before the meeting and by notifying the news media that have filed a written request for notice. A meeting agenda shall accompany the notice. [19]

All matters discussed by the Board at any special meeting must be related to a subject on the meeting agenda. [20]

Emergency Meetings

Public notice of emergency meetings shall be given as soon as practical, but in any event, before the meeting to news media that have filed a written request for notice. [21]

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[17] 5 ILCS 120/2.02.

[18] 105 ILCS 5/10-16 (two members of a board of directors; 105 ILCS 5/10-6). Lawyers disagree whether three members may call a special meeting without violating OMA, although there is general agreement that no violation occurs if three members call a special meeting while they are participating in a lawful board committee meeting with the matter on the agenda.

[19] 5 ILCS 120/2.02. News media that gave the board an address or telephone number within the district's territorial jurisdiction must be given notice in the same manner as given board members.

OMA requires that "any required notice and agenda be *continuously available* for public viewing during the entire 48-hour period preceding the meeting." 5 ILCS 120/2.02(c) (emphasis added). The requirement for *continuously available* is satisfied if the district posts any required notice and agenda on its website. Posting on the district website does not replace the posting described in this paragraph. See f/n 8.

For districts that do not post board meeting notices and agendas on a website (because they do not have a website maintained by a full-time staff member), add the following sentence:

> The notice and agenda shall be continuously available for public review during the entire 48-hour period preceding the meeting.

Some attorneys find OMA's posting requirements for special meetings to be unclear and recommend that a board post notices and agendas of such meetings at the district's main office *and* at the location where the meeting is to be held. Consult the board attorney for guidance on this issue and ensure that posting practices align with this policy and administrative procedure 2:200-AP, *Types of School Board Meetings*. Posting at the meeting location promotes greater transparency. Boards that post public notices and agendas of special meetings at the meeting location may revise this sentence as follows:

> Public notice of a special meeting is given by posting a notice at the District's main office and the location where the meeting is to be held at least 48 hours before the meeting and by notifying the news media that have filed a written request for notice.

Note that if this alternative language is used, this sample policy requires posting in the same manner for reconvened and rescheduled meetings in alignment with OMA; see the **Reconvened or Rescheduled Meetings** subhead.

[20] Lawyers disagree whether OMA mandates this restriction, i.e., whether it restricts board *discussions* to items related to an item on the special meeting agenda. OMA limits board *action* to items on the agenda (5 ILCS 120/2.02(c)); it states that the validity of any action taken "which is germane to a subject on the agenda shall not be affected by other errors or omissions in the agenda." 5 ILCS 120/2.02(a). For agenda requirements, see sample policy 2:220, *School Board Meeting Procedure*.

[21] 5 ILCS 120/2.02(a).

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Posting on the District Website [22]

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

LEGAL REF.: 5 ILCS 120/, Open Meetings Act.
5 ILCS 140/, Freedom of Information Act.
105 ILCS 5/10-6 and 5/10-16.

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

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[22] Required *only if* the district has a website that is maintained by a full-time staff member; if not, this section may be omitted. 5 ILCS 120/2.02. Note that 5 ILCS 120/2.02(b) requires that a notice of *all* meetings be posted on the district website, but only notices of *regular* meetings must remain posted until the *regular* meeting is concluded. As this is an obvious oversight, it is wise to leave the notice of every meeting on the website until after the meeting occurred. The agenda must remain on the district website until the meeting is concluded. Id.

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School Board

School Board Meeting Procedure [1]

Agenda

The School Board President is responsible for focusing the Board meeting agendas on appropriate content.[2] The Superintendent shall prepare agendas in consultation with the Board President. The President shall designate a portion of the agenda as a consent agenda for those items that usually do not require extensive discussion before Board action. Upon the request of any Board member, an item will be withdrawn from the consent agenda and placed on the regular agenda for independent consideration.[3]

Each Board meeting agenda shall contain the general subject matter of any item that will be the subject of final action at the meeting.[4] Items submitted by Board members to the Superintendent or the President shall be placed on the agenda for an upcoming meeting.[5] District residents may suggest

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[1] State law requires boards to have a policy concerning: (1) the public's right to record meetings (5 ILCS 120/2.05), and (2) if applicable, attendance by video or audio means (5 ILCS 120/7). Boards are not mandated to have a policy on the remaining topics covered in this policy. The following items are matters of local discretion: agenda preparation and contents, process for board members to have items placed on agenda, receipt and handling of residents' requests for agenda inclusions, and order of business.

[2] Appropriate agenda content includes establishing board processes, clarifying the district's purpose, delegating authority, defining operating limits, monitoring district progress, and taking legally required board action. See *IASB's Foundational Principles of Effective Governance* at: www.iasb.com/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance ~~www.iasb.com/principles.cfm~~.

[3] To comply with the Open Meetings Act's (OMA's) mandate that minutes contain a "summary of discussion on all matters proposed, deliberated, or decided," a board should include a list of consent items in the agenda. OMA also requires that any final action "be preceded by a public recital of the nature of the matter being considered and other information that will inform the public of the business being conducted." 5 ILCS 120/2(e). Some level of explanation of the consent agenda items must be verbally given before a board votes to approve a consent agenda. The Ill. Supreme Court has held that "the recital must announce the nature of the matter under consideration, with sufficient detail to identify the particular transaction or issue, but need not provide an explanation of its terms or its significance." Bd. of Educ. of Springfield Sch. Dist. No. 186 v. Atty. Gen. of Ill., 77 N.E.3d 625, 636 (Ill. 2017).

[4] 5 ILCS 120/2.02(c). The Ill. Appellate Court held that OMA prohibits a board from voting on a matter at a regular meeting that is not on the pre-meeting published agenda. Rice v. Bd. of Trustees of Adams Cnty., 326 Ill.App.3d 1120 (4th Dist. 2002).~~d~~

[5] An alternative follows for those boards that want to give discretion to the board president to decide whether an item submitted by a board member should be added to a meeting agenda:

Any Board member may submit suggested agenda items to the Board President for his or her consideration.

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inclusions for the agenda.[6] The Board will take final action only on items contained in the posted agenda; items not on the agenda may still be discussed. [7]

The Superintendent shall provide a copy of the agenda, with adequate data and background information, to each Board member at least 48 hours before each meeting, except a meeting held in the event of an emergency.[8] The meeting agenda shall be posted in accordance with Board policy 2:200, *Types of School Board Meetings*.

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

Voting Method

Unless otherwise provided by law, when a vote is taken upon any measure before the Board, with a quorum being present, a majority of the votes cast shall determine its outcome.[9] A vote of *abstain* or

Commented [DJ1]: Note to subscribers: The option in footnote 6 specifically relates to the sentence in the policy regarding agenda items suggested by district residents. Reference to district residents is added to the optional language to clarify the intended scope of the option.

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[6] See sample policy 2:230, *Public Participation at School Board Meetings and Petitions to the Board.* In districts governed by a board of school directors, an appointed board official must give a resident of the district~~person~~ requesting consideration of a matter by the board a formal written response no later than 60 days after receiving the request. The response must establish a meeting before the board or list the reasons for denying the request. 105 ILCS 5/10-6.

Options follow to restrict the addition of new agenda items by district residents; the phrases between [ ] may be used together, separately, or eliminated:~~.~~

Discussion items suggested by District residents may be added to the agenda [at the beginning of a regular meeting] [upon unanimous approval of those Board members present].

[7] An Ill. Atty. Gen. Public Access Counselor Opinion (PAO) found no violation of OMA when a board removed an item from the agenda within the 48-hour notice time period. PAO 14-3. Removals inform the public that the board does not plan to proceed on the topic.

[8] State law does not require this, except that 105 ILCS 5/10-16 requires members to receive a written notice of a special meeting that includes the meeting's purpose.

[9] In most situations, the failure of a member to vote has the effect of acquiescence or concurrence with the majority of votes cast. Prosser v. Village of Fox Lake, 91 Ill.2d 389 (Ill. 1982); People v. Bertrand, 978 N.E.2d 681 (Ill. App. 1st Dist. 2012). For example, a motion passes with a vote of two *yeas*, one *nay*, and four *abstentions*. A motion fails with a vote of two *yeas*, three *nays*, and two *abstentions*. A motion fails with a vote of three *yeas*, three *nays*, and one *abstain* because there is no majority. Exceptions include when a statute requires the *affirmative vote* of a majority or extra. Statutory exceptions include the following board actions:

1. Dismissing a teacher for any reason other than reduction of staff or elimination of that position requires approval by the majority of all members. 105 ILCS 5/24-12.
2. Directing the sale of district real property or buildings thereon must be approved by at least 2/3 of the board members~~.~~, unless the sale is residential property constructed or renovated by students as part of a curricular program, in which case, the board could engage the services of a licensed real estate broker to sell the property for a commission not to exceed 7%, contingent upon the public listing of the property on a multiple listing service for a minimum of 14 calendar days and a sale of the property happens within 120 days. 105 ILCS 5/5-22.
3. Making or renewing a lease of school property to another school district or municipality or body politic and corporate for a term longer than 10~~ten~~ years, or to alter the terms of such a lease whose unexpired term exceeds 10 years, requires approval by at least 2/3 of the board's full membership. 105 ILCS 5/10-22.11.
4. Leasing any building, rooms, grounds, and appurtenances to be used by the district for school or administration purposes for a term longer than ten years, or to alter the terms of such a lease whose unexpired term exceeds ten years, requires approval by at least 2/3 of the board's full membership. 105 ILCS 5/10-22.12.
5. Obtaining personal property by lease or installment contract requires approval by an affirmative vote of at least 2/3 of the board members. *Personal property* includes computer hardware and software and all equipment, fixtures, and improvements to existing district facilities to accommodate computers. 105 ILCS 5/10-22.25a.
6. Adopting a supplemental budget after a successful referendum requires approval by a majority of the full board. 105 ILCS 5/17-3.2.

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present, or a vote other than *yea* or *nay*, or a failure to vote, is counted for the purposes of determining whether a quorum is present. A vote of abstain or present, or a vote other than yea or nay, or a failure to vote, however, is not counted in determining whether a measure has been passed by the Board, unless otherwise stated in law. The sequence for casting votes is rotated. [10]

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. [11]

Minutes

The Board Secretary shall keep written minutes of all Board meetings (whether open or closed), which shall be signed by the President and the Secretary.[12] The minutes include: [13]

1. The meeting's date, time, and place;
2. Board members recorded as either present or absent;
3. A summary of the discussion on all matters proposed, deliberated, or decided, and a record of any votes taken;
4. On all matters requiring a roll call vote, a record of who voted yea and nay;
5. If the meeting is adjourned to another date, the time and place of the adjourned meeting;
6. The vote of each member present when a vote is taken to hold a closed meeting or portion of a meeting, and the reason for the closed meeting with a citation to the specific exception contained in the Open Meetings Act (OMA) authorizing the closed meeting;

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7. Petitioning the circuit court for an emergency election requires approval by a majority of the members. 10 ILCS 5/2A-1.4.
8. Expending funds in emergency situation in the absence of required bidding requires approval by at least 3/4 of the board. 105 ILCS 5/10-20.21(a)(xiv).
9. Exchanging school building sites requires approval by at least a 2/3 majority of the board. 105 ILCS 5/5-23.
10. Waiving the administrative cost cap requires approval by an affirmative vote of at least 2/3 of the board. 105 ILCS 5/17-1.5.
11. Authorizing an advisory question of public policy to be placed on the ballot at the next regularly scheduled election requires approval by a majority of the board. 105 ILCS 5/9-1.5.

[10] Voting sequence is at the board's discretion. A board may indicate how frequently it changes the voting sequence by adding *after each vote*, *monthly*, or *annually* to the end of the sentence. All board members, including officers, may make motions and vote.

[11] This paragraph's first sentence contains the requirements in 105 ILCS 5/10-7. The second sentence is optional and may be deleted or amended. Other optional provisions include:

Option 1: Any Board member may include a written explanation of his or her vote in the District file containing individual Board member statements; the explanation will not be part of the minutes.

Option 2: Any Board member may request that his or her vote be changed before the President announces the result.

If a board takes a roll call vote on all action items, it may substitute this paragraph with the following sentence:

The Board shall take a roll call vote on all matters requiring its action, including but not limited to, all questions involving the expenditure of money and all questions involving the closing of a meeting to the public.

[12] 105 ILCS 5/10-7 and 5 ILCS 120/2.06. The minutes are the only record showing that the board took official action, including necessary prerequisites to make such action legally sufficient. A non-member recording secretary (of a board of education) or clerk (of a board of directors) may be given these responsibilities. 105 ILCS 5/10-14.

[13] All items listed are required to be recorded in minutes **except** items 7-9; other items may be included at the board's discretion. 5 ILCS 120/2.06 and 120/2a; 105 ILCS 5/10-7. The Ill. Atty. Gen. Public Access Counselor (PAC) found a board's vague reference to a *personnel matter* insufficient to meet the requirements of #3. PAO 13-7.

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7. A record of all motions, including individuals making and seconding motions;
8. Upon request by a Board member, a record of how he or she voted on a particular motion;[14] and
9. The type of meeting, including any notices and, if a reconvened meeting, the original meeting's date.

The minutes shall be submitted to the Board for approval or modification at its next regularly scheduled open meeting. Minutes for open meetings must be approved within 30 days after the meeting or at the second subsequent regular meeting, whichever is later. [15]

Every six months, or as soon after as is practicable, in an open meeting, the Board: (1) reviews minutes from all closed meetings that are currently unavailable for public release, and (2) determines which, if any, no longer require confidential treatment and are available for public inspection.[16] This is also referred to as a *semi-annual review*. The Board may meet in a prior closed session to review the minutes from closed meetings that are currently unavailable for public release, but it reports its determination in open session. [17]

The Board's meeting minutes must be submitted to the Board Treasurer at such times as the Treasurer may require. [18]

The official minutes are in the custody of the Board Secretary.[19] Open meeting minutes are available for inspection during regular office hours within 10 days after the Board's approval;[20] they may be inspected in the District's main office, in the presence of the Secretary, the Superintendent or designee, or any Board member.

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

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[14] The intent behind this optional item is to give an individual member a means of recording his or her support or opposition to a motion that was taken by oral vote; it will record that the individual took an alternative position to that of the majority without having the minutes recite unnecessary detail.

[15] Required by 5 ILCS 120/2.06(b).

[16] 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. Id. 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).

While board notes from closed sessions may be confidential under the Freedom of Information Act (FOIA), they may be discoverable by the opposing party in a lawsuit. Bobkoski v. Cary Sch. Dist. 26, 141 F.R.D. 88 (N.D. Ill. 1992).

The failure to strictly comply with the semi-annual review does not cause the written minutes or related verbatim record to become public, provided that the board, within 60 days of discovering its failure to strictly comply, reviews the closed session minutes and reports the result of that review in open session. 5 ILCS 120/2.06(d), ~~amended by P.A. 102-653~~.

[17] 5 ILCS 120/2(c)(21) allows boards to discuss the confidentiality needs of closed meeting minutes in closed meetings.

[18] Required by 105 ILCS 5/10-7.

[19] Optional provision: "A copy of the minutes is kept in a secure location appropriate for valuables."

[20] Required by 5 ILCS 120/2.06(b).

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Board member.[21] 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. [22]

The Board's open meeting minutes shall be posted on the District website within ten days after the Board approves them; the minutes will remain posted for at least 60 days. [23]

Verbatim Record of Closed Meetings

The Superintendent, or the Board Secretary when the Superintendent is absent, shall audio record all closed meetings.[24] 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 close to the Board's regular meeting location. [25]

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. [26]

Individual Board members may access verbatim recordings in the presence of the Recording Secretary, the Superintendent or designated administrator, or any elected Board member.[27] Access to the verbatim

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[21] 5 ILCS 120/2.06(f). The listed individuals in the statute are matched to the titles in the IASB Policy Reference Manual. If the board wishes to mirror the statutory language, delete: ~~the Recording Secretary, the Superintendent or designated administrator, or any elected Board member~~ and replace with: "a records secretary, an administrative official of the public body, or any elected official of the public body."

See the discussion in paragraph two of f/n 27 below about what *in the presence of* means.

[22] Id.

[23] Posting on the website is required *only if* the district has a website that is maintained by a full-time staff member; if not, this sentence may be omitted. 5 ILCS 120/2.06(b).

[24] Boards must keep a verbatim record of their closed meetings in the form of an audio or video recording. 5 ILCS 120/2.06(a). This sample policy uses audio recording only; a board that uses a video recording should amend this policy and exhibit 2:220-E1, *Board Treatment of Closed Meeting Verbatim Recordings and Minutes*.

The interests of continuity, efficiency, and ease of holding someone accountable suggest that the superintendent be made responsible for making and storing the verbatim recordings. If the superintendent is not present, e.g., during discussions concerning the superintendent's contract, the tasks should be given to a board member.

[25] Alternatively, use: "is maintained within the District's administrative offices or their official storage location."

[26] This paragraph paraphrases 5 ILCS 120/2.06(c). No notification to, or the approval of, a records commission or the State Archivist is needed if a recording is destroyed under the conditions listed.

[27] 5 ILCS 120/2.06(e). The listed individuals align with the other titles used in the IASB Policy Reference Manual. If the board wishes to mirror the statute, delete: ~~the Recording Secretary, the Superintendent or designated administrator, or any elected Board member~~ and replace with: "a records secretary, an administrative official of the public body, or any elected official of the public body."

The intent of the *in the presence of* language is meant to protect both (1) the verbatim recordings/closed session minutes (see f/n 21 above), and (2) the board members requesting access to them. It ensures that a school district official is present at all times when a requesting board member accesses the verbatim recording/closed session minutes. The requirement is meant to prevent misuse and removal of the verbatim recording/closed session minutes from the district offices or official storage location. It is also meant to protect the board member who requests the access from being alone and in a situation where the board member could potentially be accused of tampering with or taking the verbatim recording/closed session minutes.

Consult the board attorney about:

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recordings is available at the District's administrative offices or the verbatim recording's official storage location.[28] 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. [29]

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. [30]

Quorum and Participation by Audio or Video Means [31]

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

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

1. The practice of sending an *appointed* board member to be present with a board member who requests access to verbatim recordings/closed session minutes. 5 ILCS 120/2.06(e) states, "any *elected* official of the public body;" appointed is not listed but is mentioned elsewhere in the language of this section of the law;
2. Access to verbatim recordings/closed session minutes by other officials employed by the district, e.g., superintendent or other high-level administrators and even the board attorney; and
3. How this law affects the sharing of closed session minutes with board members prior to a meeting at which the closed session minutes will be approved.

The intent of P.A. 99-515, which amended 5 ILCS 120/2.06(e), was to manage a board member's *individual* request for access to these items in the board member's individual capacity (see sample policy 2:80, *Board Member Oath and Conduct*), not change prior practices in regard to other officials and board attorneys or the required work of school boards under various laws. While many attorneys do not interpret the law to restrict access or change procedures for these other high-level school officials and attorneys employed by the district, some attorneys do, and it is important to obtain legal advice on this specific issue.

[28] Id.

[29] Id.

[30] This paragraph is optional. It provides boards an opportunity to discuss and encourage each member to carefully think about purposes for their requests to listen to verbatim recordings, which historically has been and should continue to be to "access information relevant to the exercise of duties" for the public body. Intra-board conflicts may escalate if the recording is used to confirm or dispute who-said-what. Prior to P.A. 99-515, OMA did (and still does) allow boards to release these types of information. 5 ILCS 120/2.06(e). Board members should evaluate whether their requests under 5 ILCS 120/2.06(e) are "relevant to the exercise of their duties" before making such requests. Confirming or disputing who-said-what diverts resources away from operations of the district in educating its students. Additional considerations in listening to verbatim recordings may include personnel and student records confidentiality issues, which should be discussed with the board attorney.

[31] 5 ILCS 120/2.01 and 120/7, amended by P.A.s 103-311 and 104-438. See also 105 ILCS 5/10-6 (regular and special meetings) and 5/10-12 (quorum). In order to allow attendance by video or audio means, a board must adopt a policy conforming to the restrictions in OMA. The statute requires the board member who wishes to attend remotely to notify the "recording secretary or clerk of the public body." The policy includes the superintendent as a possible person to receive the notice. Everything in this section is required aside from provisions on the length of notification that is given the secretary and the process for accommodating the request. Alternatively, a board may: (1) prohibit members from participating by video or audio means by omitting this section, (2) add other requirements, or (3) alter the 24-hour notification. Note that the statute does not contemplate someone either approving or denying a request, only that the request be accommodated if the notification is provided.

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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, (3) a family or other emergency, ~~or~~ (4) unexpected childcare obligations, or (5) performance of *active military duty* as a *service member*. If a member wishes to attend a meeting by video or audio means, he or she must notify the R~~r~~ecording S~~s~~ecretary 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.

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No Physical Presence of Quorum and Participation by Audio or Video; Disaster Declaration [32]

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.[33] 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

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In a non-binding opinion, the PAC found a public body violated OMA when it allowed a board member to join a closed session meeting remotely without first taking action at that particular meeting in open session to approve the remote participation. 2019 PAC 57660. Therefore, even with the adoption of this policy to approve remote participation, best practice is to ensure the public is informed of any board members that are participating remotely for a particular board meeting. Consult the board attorney for advice on whether the board should take action every time it wishes to permit a member to participate remotely or in those instances where a board member objects to such participation.

Conflicting obligations to an employer may provide a permissible reason for a board member's attendance by video or audio conference. PAO 24-7. A board member does not have to show that it would be infeasible to commute from a work assignment to the meeting location to participate remotely. Id.

OMA borrows the definition for *active military duty* from the Service Member Employment and Reemployment Act, 330 ILCS 61/1-10. 5 ILCS 120/7(a), amended by P.A. 104-438. It means any full-time military service regardless of length or voluntariness, including, but not limited to, annual training, full-time National Guard duty, and State active duty. 330 ILCS 61/1-10. *Service member* means a resident of Illinois who is a member of any component of the U.S. Armed Forces or the National Guard of any state, D.C., a commonwealth, or territory of the U.S. 5 ILCS 120/7(a), amended by P.A. 104-438.

32 5 ILCS 120/2.01 and 120/7(e)(1)-(10). See also 105 ILCS 5/10-6 (regular and special meetings) and 5/10-12 (quorum). During the 2020 COVID-19 pandemic, Ill. Gov. Pritzker issued Executive Order (EO) 2020-07 pursuant to 20 ILCS 3305/7 (disaster proclamation due to public health emergency) that temporarily suspended OMA's physical quorum requirement. The Governor extended this OMA relief through subsequent Executive Orders as the crisis continued. In June of 2020, 5 ILCS 120/~~120/~~7~~(e)~~ was enacted, immediately requiring public bodies to meet a number of conditions before suspending the physical quorum requirement.

Boards must remember that public comment is still required when a quorum is not physically present at the meeting location. ~~See Public Comment section of the Ill. Atty. Gen.'s guidance entitled *Guidance to Public Bodies on the Open Meetings Act and the Freedom of Information Act During the COVID-19 Pandemic* on p. 5 at: www.foiapac.ilag.gov/content/pdf/Updated%20Remote%20Meetings%20Guidance%20May%202023.pdf.~~

33 The phrase "due to public health emergency" aligns with Ill. Emergency Management Agency Act (IEMAA), 20 ILCS 3305/4 and 7, which provides the governor with the power to declare a disaster. 5 ILCS 120/7(e)(1) uses the phrase "related to public health concerns because [the governor has declared] a disaster" and while not aligning with IEMAA text, means "public health emergency." For ease of understanding and alignment with IEMAA, this policy uses "public health emergency."

To avoid confusion, note that the triggers under 5 ILCS 120/7(e) for when a school board may conduct its meetings by audio or video conference without the physical presence of a quorum are a bit more broad than the School Code's triggers to implement remote and/or blended remote learning days (RLD/BRLDs). OMA states (1) the "governor **or the director of IDPH** has issued a disaster declaration of a disaster as defined in 20 ILCS 3305/ …." This means that it is possible for the board to meet remotely if the director of IDPH declares a disaster under OMA, but that may not mean a district must implement RLD/BLRDs because the School Code states that the governor must declare the disaster.

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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. [34]

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,[35] 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. [36]

Rules of Order

Unless State law or Board-adopted rules apply, the Board President, as the presiding officer, will use the most recent edition of Robert's Rules of Order Newly Revised, as a guide when a question arises concerning procedure. [37]

Broadcasting and Recording Board Meetings

Any person may record or broadcast an open Board meeting.[38] 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.

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[34] 5 ILCS 120/7(e)(2) states "the head of the public body as defined in [the Freedom of Information Act (FOIA), 5 ILCS 140/2(e), FOIA]." FOIA defines *head of the public body* to mean the *president* or "such person's duly authorized designee." 5 ILCS 140/2(e). Sample ~~P~~policy 2:110, *Qualifications, Term, and Duties of Board Officers*, designates the vice president to perform the duties of the president if that office is vacant or he or she is absent or unable to perform the office's duties.

For practical purposes if a disaster is declared due to a public health concern, this policy designates the superintendent as "[the president or vice president's] duly authorized designee" pursuant to the authority of 5 ILCS 140/2(e) for the board to move forward with the required determination to meet by audio or video with no physical presence of a quorum.

[35] While this phrase of the sentence is not required in OMA, many attorneys agree that transparency best practices in this situation include the individual making the determination to: (1) put it in writing referring to the specific disaster declaration applicable to the board's jurisdiction and the public health concern/public health emergency that applies to not having an in-person meeting; and (2) include that written determination (a) on the board's published notice and agenda for the audio or video meeting, and (b) in the meeting minutes.

[36] See sample exhibit 2:220-E9, *Requirements for No Physical Presence of Quorum and Participation by Audio or Video During Disaster Declaration*.

[37] Boards are not required to follow any particular rules of order. Rules, however, must be in writing and available for public inspection, in order to have any legal effect. 105 ILCS 5/10-20.5.

[38] The public's right to record meetings must be addressed in board policy. 5 ILCS 120/2.05. However, a provision requiring advance notice to record a meeting is invalid. PAO 12-10.

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LEGAL REF.: 5 ILCS 120/2a, 120/2.02, 120/2.05, 120/2.06, and 120/7, Open Meetings Act.
105 ILCS 5/10-6, 5/10-7, 5/10-12, and 5/10-16.

CROSS REF.: 2:80 (Board Member Oath and Conduct), 2:110 (Qualifications, Term, and Duties of Board Officers), 2:150 (Committees), 2:200 (Types of School Board Meetings), 2:210 (Organizational School Board Meeting), 2:230 (Public Participation at School Board Meetings and Petitions to the Board)

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School Board

Access to District Public Records [1]

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

Freedom of Information Officer [3]

The Superintendent shall serve as the District's Freedom of Information Officer and assume~~s~~ all the duties and powers of that office as provided in FOIA and this policy. The Superintendent may delegate these duties and powers to one or more designees, but the delegation shall not relieve the Superintendent of ~~the~~ responsibility for the delegated action ~~that was delegated~~.

Definition [4]

The District's *public records* are defined as records, reports, forms, writings, letters, memoranda, books, papers, maps, photographs, microfilms, cards, tapes, recordings, electronic data processing records, electronic communications, recorded information and all other documentary material

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[1] The Ill. Freedom of Information Act (FOIA) governs the subject matter in this policy. 5 ILCS 140/. School districts are required to make public records available to any person for inspection or copying, unless they fall within an exception. 5 ILCS 140/3(a). The f/ns only discuss sections of FOIA that are relevant to school districts. State law does not explicitly require boards to adopt a policy on access to their records. However, a board policy is the logical instrument to memorialize the actions that are required to implement FOIA. The laws limiting the disclosure of employee evaluations are discussed in f/n 7.

See also *Let the Sunshine In: School Board Meetings and Records* published by IASB at: www.iasb.com/IASB/media/Documents/JPBSunshine.pdf.

Any person denied access to a public record may request a review by the Ill. Public Access Counselor (PAC) established in the office of the Ill. Atty. Gen. 5 ILCS 140/9.5. As a result of the review, the PAC may issue an opinion binding on the requester and public body. IASB reports on the opinions relevant to school districts at: www.iasb.com/policy-services-and-school-law/court-decisions-listing/~~www.iasb.com/law/decisions.cfm?SubjectArea=Freedom%20of%20Information%20Act%20-%20FOIA~~.

[2] This sentence allows a board to monitor the district's compliance with FOIA. This is an important duty as illustrated by FOIA's provision stating: "It is a fundamental obligation of government to operate openly and provide public records as expediently and efficiently as possible." The School Code requires the FOIA report described in #2 (105 ILCS 5/10-16); it is optional, however, for districts governed by a board of school directors.

[3] Each board must designate one or more official(s) or employee(s) to act as its freedom of information officer(s). 5 ILCS 140/3.5 **(referred to in the f/ns as *FOIA Officer*)**. A board may replace *Superintendent* in this paragraph with another job title, or may replace the paragraph with one of the alternatives below:

Alternative 1: The Board will appoint an employee to serve as the District's Freedom of Information Officer. That appointee assumes all the duties and powers of that office as provided in FOIA and this policy.

Alternative 2: The Superintendent shall appoint an employee, who may be himself or herself, to [continue as with alternative 1].

[4] The definition is quoted from 5 ILCS 140/2(c), amended by P.A. 104-438. Substitute the following alternative for this paragraph if desired:

The definition of *public records*, for purposes of this policy, is the definition contained in 5 ILCS 140/2(c) without amendment.

Junk mail means any unsolicited commercial mail or commercial electronic communication sent to a district and not responded to by a district. 5 ILCS 140/2(j), added by P.A. 104-438.

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pertaining to the transaction of public business, regardless of physical form or characteristics, having been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of the School District. The District's public records do not include *junk mail*.

Requesting Records [5]

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

Responding to Requests

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

1. The requested material does not exist; [6]
2. The requested material is exempt from inspection and copying by the Freedom of Information Act; [7] ~~or~~
3. Complying with the request would be unduly burdensome~~;~~. [8]

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[5] This section restates 5 ILCS 140/3(c) amended by P.A. 104-438, in relevant part. Districts may, but are not required to, accept oral requests. Compliance with an oral request may stave off the formal written request and permit more flexibility in the response. If the district wants to accept oral requests, delete ~~must be made in writing and~~ from the first sentence and add the following:

> Oral requests may be accepted provided personnel are available to handle them, but otherwise must be made in writing.

The response to an oral request should be documented. Districts may provide a request form for convenience but may not require its use. See sample exhibit 2:250-E1, *Written Request for District Public Records*.

[6] FOIA does not require a public body to create a record. 5 ILCS 140/1; Chicago Tribune Co. v. Dept. of Financial and Professional Regulation, 8 N.E.3d 11 (Ill. App. 4th Dist. 2014). However, compiling information already in the public body's possession into a different format in order to respond to a FOIA request does not constitute the creation of a new record. PAO 15-10. See also Hites v. Waubonsee Community College, 56 N.E.3d 1049 (Ill. App. 2nd Dist. 2016) (holding that databases that house aggregations of data and do not merely store documents are subject to FOIA).

[7] 5 ILCS 140/7~~, amended by P.A. 101-434, 102-791, 102-752, eff. 1-1-23, and 102-753, eff. 1-1-23,~~ and 140/7.5 describe numerous explicit exceptions to the presumption that all public records are available for public inspection. Each record is "presumed to be open to inspection or copying" and the district will have "the burden of proving by clear and convincing evidence that it is exempt." 5 ILCS 140/1.2 and 140/11(f). A person who prevails in a court proceeding to enforce FOIA will be awarded attorney's fees; the public body may incur a civil penalty of between $2,500 and $5,000 for each occurrence of a willful or intentional violation of FOIA or other action in bad faith; and courts may impose additional penalties of up to $1,000 for each day the violation continues if (1) the board fails to comply with the court's order after 30 days, (2) the court's order is not on appeal or stayed, and (3) the court does not grant the public body additional time to comply with the court's order to disclose public records. 5 ILCS 140/11(i) and (j). School officials should seek the board attorney's advice concerning the denial of a record request.

Two State laws limit the disclosure of employee personnel evaluations:

1. The Personnel Record Review Act prohibits the disclosure of performance evaluations. 820 ILCS 40/11.
2. The School Code prohibits the disclosure of public school teacher, principal, and superintendent performance evaluations except as otherwise provided in the certified employee evaluation laws. 105 ILCS 5/24A-7.1.

5 ILCS 140/7(kk)~~, added by P.A. 101-434,~~ exempts from disclosure "the public body's credit card numbers, debit card numbers, bank account numbers, Federal Employer Identification Number, security code numbers, passwords, and similar account information" that could result in identity theft or fraud of a government entity or a person.

[8] 5 ILCS 140/3(g).

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4. The request would require the District to open electronically attached files or hyperlinks to view or access details of a request. In that case, the requester shall be notified within five business days that the entirety of the electronic request must appear within the body of the electronic submission;[9] or

~~3.~~5. The District has a reasonable belief that the request was not submitted by a person, and the requester fails to verify orally or in writing that they are a person within 30 days of the District's request for such verification. [10]

Within five business days after receipt of a request for access to a public record, the Freedom of Information Officer shall comply with or deny the request, unless the time for response is extended as specified in Section 3 of FOIA.[11] The Freedom of Information Officer may extend the time for a response for up to five business days from the original due date.[12] If an extension is needed, the Freedom of Information Officer shall: (1) notify the person making the request of the reason for the extension, and (2) either inform the person of the date on which a response will be made, or agree with the person in writing on a compliance period. [13]

The time periods are extended for responding to requests for records made for a commercial purpose, requests by a recurrent requester, or voluminous requests, as those terms are defined in Section 2 of FOIA. The time periods for responding to those requests are governed by Sections 3.1, 3.2, and 3.6 of FOIA. [14]

When responding to a request for a record containing both exempt and non-exempt material, the Freedom of Information Officer shall redact exempt material from the record before complying with the request. [15]

Fees [16]

Persons making a request for copies of public records must pay any and all applicable fees. The Freedom of Information Officer shall establish a fee schedule that complies with FOIA and this policy

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[9] 5 ILCS 140/3(c), amended by P.A. 104-438.

[10] 5 ILCS 140/3(j), added by P.A. 104-438.

[11] 5 ILCS 140/3(d). Reasons for extensions are addressed at 5 ILCS 140/3(e). Public bodies must respond to FOIA requests. PAOs 16-05, 16-04, 16-03, and 16-01. Public bodies must also conduct a reasonable search for public records responsive to a FOIA request, which includes searching public employees' communications on personal devices or accounts for records pertaining to the transaction of public business. PAO 16-06.

[12] 5 ILCS 140/3(e).

[13] 5 ILCS 140/3(f). A board may replace the default paragraph with the following alternative:
The Freedom of Information Officer shall respond to record requests according to the time periods described in 5 ILCS 140/3.

[14] The timelines are extended to respond to a: (1) *recurrent requester* (defined in 5 ILCS 140/2(g)); (2) request with a *commercial purpose* (defined in 5 ILCS 140/2(c-10)); and (3) *voluminous request* (defined in 5 ILCS 140/2(h)). To use the extended timelines, a district must follow the requirements in 5 ILCS 140/3.2 for responding to a *recurrent requester*; 5 ILCS 140/3.1 for responding to a request with a *commercial purpose*; and 5 ILCS 140/3.6 for responding to a *voluminous request*. See sample administrative procedure 2:250-AP1, *Access to and Copying of District Public Records*, for additional information.

[15] 5 ILCS 140/7, ~~amended by P.A.s 101-434, 102-791, 102-752, eff. 1-1-23, and 102-753, eff. 1-1-23~~. Redacting exempt portions is permitted, but not required, except that contractors' employees' addresses, telephone numbers, and social security numbers must be redacted before disclosure. 5 ILCS 140/2.10. Reviewing past responses to FOIA requests will promote uniform treatment of requests for similar records.

[16] 5 ILCS 140/6. The first paragraph's intent is to be efficient and avoid paraphrasing a complex law. See sample administrative procedure 2:250-AP1, *Access to and Copying of District Public Records,* for a fee schedule identifying the maximum fees permitted.

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and is subject to the Board's review. The fee schedule shall include copying fees and all other fees to the maximum extent they are permitted by FOIA, including without limitation, search and review fees for responding to a request for a commercial purpose and fees, costs, and personnel hours in connection with responding to a voluminous request.

Copying fees, except when fixed by statute, shall be reasonably calculated to reimburse the District's actual cost for reproducing and certifying public records and for the use, by any person, of its equipment to copy records. In no case shall the copying fees exceed the maximum fees permitted by FOIA. If the District's actual copying costs are equal to or greater than the maximum fees permitted by FOIA, the Freedom of Information Officer is authorized to use FOIA's maximum fees as the District's fees. No copying fees shall be charged for: (1) the first 50 pages of black and white, letter or legal sized copies, or (2) electronic copies other than the actual cost of the recording medium, except if the response is to a voluminous request, as defined in FOIA.

A fee reduction is available if the request qualifies under Section 6 of FOIA. The Freedom of Information Officer shall set the amount of the reduction taking into consideration the amount of material requested and the cost of copying it. [17]

Provision of Copies and Access to Records

A public record that is the subject of an approved access request will be available for inspection or copying at the District's administrative office during regular business hours, unless other arrangements are made by the Freedom of Information Officer. [18]

Many public records are immediately available from the District's website including, but not limited to, the process for requesting a public record.[19] The Freedom of Information Officer shall direct a requester to the District's website if a requested record is available there. If the requester is unable to

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5 ILCS 140/6(a) states: "If a request is *not* a request for a *commercial purpose* or a *voluminous request*, a public body *may not* charge the requester for the costs of any search for and review of the records or other personnel costs associated with reproducing the records." (Emphasis added.) This implies that a search and review fee may be charged when responding to a request for a *commercial purpose* or a *voluminous request*. However, 5 ILCS 140/6(b) states that the search and review fee described in 5 ILCS 140/6(f) may be charged *only to* someone making a *commercial request*. 5 ILCS 140/6(f) contains the maximum amounts that may be charged for search and review but does not explain when they may be charged. The FOIA Officer will need to consult the board attorney concerning fees.

[17] 5 ILCS 140/6(c) makes it mandatory to furnish records "without charge or at a reduced charge" if the request is in the *public interest* as defined by FOIA. If a board wants to indicate when a reduction is available by paraphrasing the statute, it may substitute the following alternative for the default paragraph:

> A fee reduction is available if the person requesting the record states a specific purpose for the request and indicates that a fee reduction is in the public interest by having as its principal purpose the preservation of the general public's health, safety, welfare, or legal rights and is not for the principal purpose of personal or commercial benefit. The Freedom of Information Officer shall set the amount of the reduction, taking into consideration the amount of material requested and the cost of copying it.

[18] Public bodies may adopt rules for the times and places where records will be made available. 5 ILCS 140/3(h). A board may amend this sentence to reflect other times and/or places where records will be made available.

[19] 5 ILCS 140/4. A district may reduce FOIA requests by posting records on its website. Many records are required to be web-posted, see sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*. If the district does not have a website, replace this paragraph as follows:

> Some public records are available for immediate access including a description of the process for requesting a public record, and a list of all types or categories of records under its control.

For a list of required web-postings see sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*. Using the district's website is also a convenient way to comply with FOIA's requirement to identify documents that are *immediately* available. 5 ILCS 140/3.5(a). Although not required to be web-posted, a list of all types or categories of records under its control must be prepared and made available. 5 ILCS 140/5; see sample administrative procedure 2:250-AP1, *Access to and Copying of District Public Records*.

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reasonably access the record online, he or she may resubmit the request for the record, stating his or her inability to reasonably access the record online, and the District shall make the requested record available for inspection and copying as otherwise provided in this policy. [20]

Preserving Public Records

Public records, including email messages, shall be preserved and cataloged if: (1) they are evidence of the District's organization, function, policies, procedures, or activities, (2) they contain informational data appropriate for preservation, (3) their retention is required by State or federal law, or (4) they are subject to a retention request by the Board Attorney (e.g., a litigation hold), District auditor, or other individual authorized by the School Board or State or federal law to make such a request.[21] Unless its retention is required as described in items numbered 3 or 4 above, a public record, as defined by the Illinois Local Records Act, may be destroyed when authorized by the Local Records Commission. [22]

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[20] 5 ILCS 140/8.5.

[21] The Local Records Act (50 ILCS 205/3) requires the preservation of records described in items #1-3. The preservation of records described in item #3 is also required by the Family Educational Rights and Privacy Act (20 U.S.C. §1232g) and the Ill. School Student Records Act (105 ILCS 10/), among other laws. An example of a record described in item #4 is a record subject to a *litigation hold* or a document preservation requirement pursuant to Federal Rules of Civil Procedure, Rules 16 and 26.

Categorizing email messages is complicated because two laws apply, and the rules differ when a board member is a party. See sample policy 2:140, *Communications To and From the Board*, for a discussion of email between or among board members. When employees or agents are using email for school purposes, the email messages may be *public records*, but will not necessarily be subject to disclosure depending on the topic discussed. FOIA's list of exemptions from disclosure determines whether these emails are subject to disclosure. For exemptions see 5 ILCS 140/7~~, amended by P.A.s 101-434102-791, 102-752, eff. 1-1-23, and 102-753, eff. 1-1-23, and 140/7.5~~.

Not all email messages between or among employees must be preserved, even if they are *public records* for purposes of FOIA. The definition of *public record* in the Local Records Act (50 ILCS 205/3) is narrower than its definition in FOIA. Thus, staff email, like all district records, must be retained only when it contains material described in #1-4. While this is a slippery slope without definitive parameters, employee email that is conversational or personal, or contains brainstorming may generally be deleted.

The Prevailing Wage Act (820 ILCS 130/5) requires contractors, while participating in public works, to keep certified payroll records of all laborers, mechanics, and other workers employed by them on the project and to submit this record ~~no later than the 15th of the month to the public body, until~~to the Ill. Dept. of Labor (IDOL) ~~activates~~ through an electronic database~~ for certified payrolls no later than 4-1-20, at which time contractors will submit certified payrolls only to that database. Id. The public body in charge of the project must keep the records submitted before 1-1-14 for a period of not less than three years. Records submitted on or after 1-1-14 must be kept for a period of five years or until the IDOL activates the electronic database for certified payrolls, whichever is less. Id. Records may be retained in paper or electronic format~~. These records are considered public records, except for contractors' employees' addresses, telephone numbers, social security numbers, race, ethnicity, and gender, and they must be made available in accordance with FOIA. Id. **Note:** 820 ILCS 130/5 requires contractors to maintain records of the race, ethnicity, gender, and veteran status of workers on a public works project. FOIA, however, was not similarly amended to require public bodies to redact the workers' race, ethnicity, and gender from certified payroll records before disclosure. See 5 ILCS 140/2.10. The Ill. Atty. Gen. has previously issued at least one non-binding opinion finding that disclosure of a person's gender is not an unwarranted invasion of personal privacy under 5 ILCS 140/7(1)(c). Districts should consult with their board attorneys regarding what categories of information may be properly redacted in response to a FOIA request for certified payroll records.

[22] 50 ILCS 205/. Preservation and destruction of documents is covered in sample administrative procedure 2:250-AP2, *Protocols for Record Preservation and Development of Retention Schedules*. See also the Ill. Secretary of State's website for information on preserving and destroying records at:
www.cyberdriveillinois.com/departments/archives/records_management/.

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LEGAL REF.: 5 ILCS 140/, Illinois Freedom of Information Act.
50 ILCS 205/, Local Records Act.
105 ILCS 5/10-16 and 5/24A-7.1.
820 ILCS 40/11, Personnel Record Review Act.
820 ILCS 130/5, Prevailing Wage Act.

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

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School Board

Uniform Grievance Procedure [1]

A student, parent/guardian, employee, or community member should notify any District Complaint Manager if he or she believes that the School Board, 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,[2] ~~,~~ or has a complaint regarding any one of the following: [3]

1. Title II of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq. [4]

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[1] State or federal law requires this subject matter be covered by policy and controls this policy's content. This policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right. Employee grievance procedures are a mandatory subject of bargaining and cannot be changed without the employee exclusive representative's consent. This policy and its companion sample policy 2:265, *Title IX Grievance Procedure*, are in addition to, and not a substitute for, the employee grievance procedure contained in a collective bargaining agreement.

A grievance procedure is required by many civil rights acts and implementing regulations, including those listed. For the sake of consistency and ease of administration, this policy consolidates all board grievance procedures, excluding Title IX sexual harassment complaints (see sample policy 2:265, *Title IX Grievance Procedure*) into one policy, except those contained in collective bargaining agreements. See the cross references for the policies referring to this uniform grievance procedure policy.

[2] Including the phrase "guaranteed by the State or federal Constitution, State or federal statute, or Board policy" broadens the scope of this policy beyond the items listed. Consult the board attorney regarding whether to retain this phrase and/or to otherwise limit the scope of this policy.

[3] The Individuals with Disabilities Education Act (IDEA) (20 U.S.C. §1400 et seq.) is not included in the list of statutes that may serve as the basis of a grievance, and attorneys disagree whether it should be. Many believe that IDEA provides the exclusive remedy; others believe that including IDEA allows parents/guardians an opportunity to get their position before the board. Unique and specific complaint resolution mechanisms are expressly provided under IDEA, Article 14 of the School Code, and their respective implementing regulations. These mechanisms follow: (1) IDEA at 20 U.S.C. §1415 (procedural safeguards-mediation and due process); (2) IDEA regulations at 34 C.F.R. §§300.151-300.153 (state complaints), 300.506 (mediation), and 300.507 et seq. (due process); (3) 105 ILCS 5/14-8.02a (mediation and due process) and 5/14-8.02b (expedited due process); and (4) special education regulations at 23 Ill.Admin.Code §§226.560 (Mediation), 226.570 (State Complaint Procedures), and Subpart G (due process). A board that would like to include IDEA should consult the board attorney.

[4] The Americans with Disabilities Act Amendments Act (ADAAA) (Pub. L. 110-325), made significant changes to the Americans with Disabilities Act's definition of disability by broadening the scope of coverage. The ADAAA also overturned a series of U.S. Supreme Court decisions that interpreted the Americans with Disabilities Act of 1990 in a way that made it difficult to prove that impairments were a disability. The U.S. Equal Employment Opportunity Commission's (EEOC) regulations, 29 C.F.R. Part 1630, are at: www.eeoc.gov/eeoc-disability-related-resources/laws-and-regulations-related-disability-discrimination.

Boards should consult with their attorneys regarding how the ADAAA and its implementing regulations impact their districts.

Title II of the ADA of 1990 also includes website accessibility. The *Web Content Accessibility Guidelines* (WCAG) Version 2.1, Level AA is the formal federal legal standard for public accommodation websites, including school districts. The compliance date for districts is 4-24-26 or 4-26-27, depending upon the size of the population where the district is located. 28 C.F.R. §§35.104 and 35.200 et seq. See the U.S. Dept. of Justice's *Fact Sheet: New Rule on the Accessibility of Web Content and Mobile Apps Provided by State and Local Governments* (4-8-24), at: https://www.ada.gov/resources/2024-03-08-web-rule/. WCAG 2.1 is available at: www.w3.org/TR/WCAG21. 105 ILCS 5/10-20.75 also requires school districts to ensure their *Internet websites or web services* comply with Level AA of the WCAG 2.1 or any revised version of those guidelines. *Internet website or web service* means "any third party online curriculum that is made available to enrolled students or the public by a school district through the Internet." Id.

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2. Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq., excluding Title IX complaints governed by Board policy 2:265, *Title IX Grievance Procedure*
3. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §791 et seq. [5]
4. Discrimination and/or harassment on the basis of race, color, or national origin prohibited by the Illinois Human Rights Act, 775 ILCS 5/; Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq.; and/or Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. (see Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*) [6]
5. Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. (see also number 4, above, for discrimination and/or harassment on the basis of race, color, or national origin)
6. Sexual harassment prohibited by the State Officials and Employees Ethics Act[7], 5 ILCS 430/70-5(a); Illinois Human Rights Act, 775 ILCS 5/; and Title VII of the Civil Rights Act of

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[5] See f/n 4's discussion of website accessibility above. See also the discussion in f/n 2 of sample policy 8:70, *Accommodating Individuals with Disabilities*.

[6] 105 ILCS 5/22-95(b)(1)(B), added by P.A. 103-472, requires a district to have an internal process for filing a complaint regarding a violation of its policy (or policies) prohibiting discrimination and harassment on the basis of race, color, national origin, and retaliation. Sample policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*, utilizes this policy as an internal complaint process. See also sample administrative procedure 2:270-AP, *Prevention and Response Program for Complaints of Discrimination and Harassment Based on Race, Color, and National Origin*, which includes additional procedures to be followed when responding to complaints of discrimination and harassment on the basis of race, color, and national origin.

[7] 5 ILCS 430/70-5(a) requires governmental entities (including school districts) to adopt an ordinance or resolution establishing a policy to prohibit sexual harassment that contains certain prescribed elements. See sample policy 5:20, *Workplace Harassment Prohibited,* at f/n 3 and subhead **Complaints of Sexual Harassment Made Against Board Members by Elected Officials** in sample policy 2:105, *Ethics and Gift Ban,* for further detail. Complaints of sexual harassment made against board members by fellow board members or other elected officials of governmental units must undergo an *independent review*, which is not a term defined in the statute. Unlike the powers granted by the Ill. General Assembly to municipalities to pass ordinances, school boards govern by rules referred to as *policies*. 105 ILCS 5/10-20.5. Further, school boards may only exercise powers given to them that are consistent with the School Code that may be requisite or proper for the maintenance, operation, and development of any school or schools under the jurisdiction of the board. 105 ILCS 5/10-20. School districts are also required to create, maintain, and implement an age-appropriate sexual harassment policy. 105 ILCS 5/10-20.69. See sample policy 7:20, *Harassment of Students Prohibited*, and its f/n 9 for further information.

50 ILCS 205/3c requires a school district to post on its website and make available to news media specific information about severance agreements that it enters into because an employee or contractor was "found to have engaged in sexual harassment or sexual discrimination, as defined by the Ill. Human Rights Act or Title VII of the Civil Rights Act of 1964." Consult the board attorney about the word *found*. It raises many practical application questions, e.g., when does the word *found* trigger a board's compliance responsibility pursuant to this law. Such questions include, but are not limited to:

1. Must a school board make a *finding* to trigger this requirement? If the severance agreement is entered into post-termination, a record of board *findings* rarely exists.
2. Are charges for termination *findings*? Often superintendents submit charges for termination, but these are not technically *findings*.
3. Are charges based on a complaint manager's report and determination(s) *findings* under the law when a board still has the ability to review and reject the complaint manager's determination(s)?

Next, contrast the above publication law with the Government Severance Pay Act (GSPA), 5 ILCS 415/10(a)(2). GSPA prohibits an employee of a school district with contract provisions for severance pay from receiving any severance if he or she is fired for *misconduct* by the board. GSPA defines *misconduct* to include sexual harassment and/or discrimination. Id. at 415/5.

Consult the board attorney about how to reconcile whether sexual harassment and/or sexual discrimination is misconduct for which a severance would be prohibited under the GSPA, and therefore, not available to be published under 50 ILCS 205/3c. And for further discussion and other applicable transparency laws that apply to this issue, see also f/n 16 in sample policy 5:20, *Workplace Harassment Prohibited*.

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1964, 42 U.S.C. §2000e et seq. (Title IX sexual harassment complaints are addressed under Board policy 2:265, *Title IX Grievance Procedure*) [8]

7. Breastfeeding accommodations for students, 105 ILCS 5/10-20.60 [9]
8. Bullying, 105 ILCS 5/27-23.7 [10]
9. Misuse of funds received for services to improve educational opportunities for educationally disadvantaged or deprived children [11]
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/ [12]
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. [13]

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[8] Consult the board attorney regarding proper filing and storage of these investigation documents, including whether certain student-related investigation documents are *sole possession records*, a Family Policy Compliance Office (FPCO)-created an exemption to the Family Education Rights Privacy Act (FERPA) (20 U.S.C. §1232g). See *Letter to Ruscio*, 115 LRP 18601 (FPCO 12-17-14).

[9] 105 ILCS 5/10-20.60 requires schools to implement the Ill. sex equity grievance procedures when processing student complaints about breastfeeding accommodations. Complainants must be informed that the board's decision may be appealed to the Regional Superintendent (or appropriate Intermediate Service Center Executive Director) and, thereafter, to the State Superintendent. 23 Ill.Admin.Code §200.40. **Note:** Certain claims brought under 105 ILCS 5/10-20.60 may also be covered by the anti-discrimination protections of Title IX; consult the board attorney for further advice. Guidance from U.S. Dept. of Education on Title IX requirements for pregnant and parenting students (June 2013) is available at: www2.ed.gov/about/offices/list/ocr/frontpage/pro-students/issues/sex-issue03.html.

[10] All districts must have a policy on bullying. 105 ILCS 5/~~27-23.7~~22-110, renumbered by P.A. 104-391. See sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*. The inclusion of *bullying* in the list of topics that may serve as the basis of a grievance furthers the obligation to communicate this policy to students and their parents/guardians.

[11] Parents/guardians of educationally disadvantaged children may sue a district for misuse of funds allocated by State law for the benefit of such children. Noyola v. Bd. of Educ., 179 Ill.2d 121 (Ill. 1997) (affirming the appellate court's conclusion in Noyola v. Bd. of Educ., 284 Ill.App.3d 128 (1st Dist. 1996) that parents/guardians may pursue a claim to enforce the requirements of the School Code but holding that the proper action for enforcement is by means of mandamus not an implied right of action).

[12] The Whistleblower Act (740 ILCS 174/), amended by P.A. 103-867, includes school districts in the definition of employer. It protects employees from employer retaliation for disclosing information to a government or law enforcement agency. 740 ILCS 174/15, amended by P.A.s 103-867 and 104-440, contains language prohibiting employers from retaliating against employees who disclose information in a court, an administrative hearing, or in any other proceeding initiated by a public body where the employee has a good faith belief that an activity, policy, or practice of the employer: (1) violates a State or federal law, rule, or regulation; or (2) poses a substantial and specific danger to employees, public health, or safety. The Ill. False Claims Act (740 ILCS 175/) includes school districts in its definition of *State*. A strict interpretation of this language appears to allow school boards to collect civil penalties and costs against someone making a false claim. Before disciplining any employee, boards should thoroughly investigate the ramifications of these acts in consultation with their attorney and liability insurance carriers.

[13] The Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. §2000ff et seq.) is a federal law. Title I addresses the use of genetic information pertaining to health insurance. Title II protects job applicants, current and former employees, labor union members, and apprentices and trainees from discrimination based on their genetic information. GINA covers employers with 15 or more employees.

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16. Employee Credit Privacy Act, 820 ILCS 70/ [14]

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 parent(s)/guardian(s)); this includes mediation.

Right to Pursue Other Remedies Not Impaired

The right of a person to prompt and equitable[15] 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.

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GINA broadly defines genetic information to include information about an individual's genetic tests, their family members, and, among other things, the manifestation of a disease or disorder in the individual or the individual's family members. Information about an individual's or family member's age or gender is excluded from genetic information. Its remedies mirror those available under a Title VII of the Civil Rights Act claim: back pay, reinstatement, attorneys' fees and compensatory and punitive damages. Retaliation against an individual who brings a claim under GINA is also prohibited. Federal regulations are available at 29 C.F.R. Part 1635, and background information on these regulations is available at: www.eeoc.gov/genetic-information-discrimination. An FAQ entitled *FAQs on the Genetic Information Nondiscrimination Act* is available at: www.dol.gov/agencies/ebsa/laws-and-regulations/laws/gina.

The Ill. Genetic Information Protection Act (GIPA) (410 ILCS 513/) also prohibits employers from making employment decisions on the basis of any employee's genetic testing information and from penalizing employees who do not want to disclose their genetic information as part of a workplace wellness program. GIPA includes the federal GINA's definition of genetic information and creates more stringent obligations on Ill. employers. While the federal GINA exempts small employers (those with less than 15 employees), Illinois' GIPA covers all employers, even those with one employee. GIPA also provides penalties for negligent and intentional mishandling of genetic information. Note that Title II of GINA does not preempt GIPA's greater protections to Illinois employees.

Before using any sort of genetic information, consult the board attorney for guidance regarding GINA's and GIPA's specific applications to the district and how these laws integrate with other related federal laws, such as the Family and Medical Leave Act (29 U.S.C. §2612 et seq.) and the ADA, and State laws governing time off for sickness and workers' compensation.

[14] 820 ILCS 70/. Unless a satisfactory credit history is an *established bona fide occupational requirement* of a particular position, an employer may not: (1) refuse to hire, discharge, or otherwise discriminate against an individual with respect to employment because of the individual's credit history or credit report; (2) inquire about an applicant's or employee's credit history; or (3) order or obtain an applicant's or employee's credit report from a consumer reporting agency. The Act identifies circumstances that permit a satisfactory credit history to be a job requirement, such as, when the position's duties include custody of or unsupervised access to cash or marketable assets valued at $2,500 or more. 820 ILCS 70/10(b). A person who is injured by a violation of this Act may bring a civil action to obtain injunctive relief and/or damages. 820 ILCS 70/25. The court must award costs and reasonable attorneys' fees to a prevailing plaintiff. Id.

[15] The phrase "prompt and equitable resolution" comes from Title IX implementing regulation 34 C.F.R. §106.8(c) which requires schools to "adopt and publish grievance procedures that provide for the prompt and equitable resolution of student and employee complaints" of sex discrimination.

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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.[16] 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 or designee shall process and review the complaint under 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 sex discrimination that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), the Title IX Coordinator or designee[17] shall process and review the complaint under Board policy 2:265, *Title IX Grievance Procedure*.

For any complaint alleging harassment on the basis of race, color, or national origin, the Nondiscrimination Coordinator or a Complaint Manager or designee shall process and review the complaint under Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*, 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 Nondiscrimination Coordinator or a Complaint Manager or designee shall process and review the complaint according to that policy, in addition to any response required by this policy, and shall consider whether an investigation under Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*,[18] should be initiated.

Investigation Process

The Complaint Manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf.[19] The Complaint Manager shall ensure both parties have an equal opportunity to present evidence during an investigation. The complaint and identity of the Complainant 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 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.

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[16] ~~This is a~~These are best practices to reduce barriers to filing a complaint.

[17] "Title IX Coordinator or designee" is used where Title IX is implicated. In contrast, if Title IX is not implicated, "Nondiscrimination Coordinator or a Complaint Manager or designee" is used (see the last paragraph under the **Filing a Complaint** subhead).

[18] See sample administrative procedure 5:120-AP2, *Employee Conduct Standards*, and its exhibit 5:120-AP2, E, *Expectations and Guidelines for Employee-Student Boundaries*.

[19] This sample policy gives complaint managers the flexibility to appoint another individual to conduct an investigation, which may be appropriate in cases where the neutrality or efficacy of the complaint manager is an issue, and/or where the district wishes to have the expertise and related attorney-client and work product privileges that an in-house or outside attorney may afford an investigation. Such alternative appointments are often made in consultation with the superintendent or other district-level administrator (except in cases involving complaints about those individuals).

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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 from the Superintendent.

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 provide his or her written decision to the Complainant and the accused[20] as well as to the Complaint Manager. All decisions shall be based upon the *preponderance of evidence* standard. [21]

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 provide its written decision to the Complainant and the accused,[22] 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. [23]

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[20] Using a consistent delivery method that allows the district to verify the date of receipt is a best practice, e.g., registered mail, return receipt requested, and/or personal delivery.

[21] *Preponderance of evidence* is a standard of proof used in civil cases. It means "the greater weight of the evidence, not necessarily established by the greater number of witnesses testifying to a fact but by evidence that has the most convincing force." See *Black's Law Dictionary*, *11th ed. 2019*.

[22] See f/n 20, above.

[23] The Ill. sex equity regulations require districts to have "specific timelines for completion of each step and rendering of a written decision, and shall provide for final appeal of grievance decisions made at the system level to the system's governing board." 23 Ill.Admin.Code §200.40(c)(1). To avoid arguments over these timelines, this sample policy provides that the failure to strictly follow the timelines does not prejudice any party. The grievance procedure is worthless if complaints are not thoroughly and promptly investigated.

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Appointing a Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers [24]

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 Superintendent shall appoint a Title IX Coordinator to coordinate the District's efforts to comply with Title IX. [25]

The Superintendent shall appoint at least one Complaint Manager to administer this policy. If possible, the Superintendent will appoint two Complaint Managers, each of a different 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, Title IX Coordinator, and the Complaint Managers. [26]

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[24] While the names and contact information are required by law to be listed, they are not part of the adopted policy and do not require board action. This allows for additions and amendments to the names and contact information when necessary. It is important for updated names and contact information to be inserted into this policy and regularly monitored.

A district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator. Best practice is that throughout the board policy manual, the same individual be named as Nondiscrimination Coordinator. In contrast, Complaint Managers identified in individual policies may vary depending upon local district needs.

[25] Title IX regulations require districts to designate and authorize an employee to coordinate efforts to comply with Title IX and to refer to that employee as the *Title IX Coordinator*. 34 C.F.R. §106.8(a). Districts must identify the Title IX Coordinator by name, office address, email address, and telephone number. Id. If a district has more than one Title IX Coordinator, it should designate one of its Title IX Coordinators to retain ultimate oversight to ensure the district's consistent compliance with its responsibilities under Title IX and its implementing regulations.

A district must prominently display its Title IX nondiscrimination policies (this policy 2:260, *Uniform Grievance Procedure*, and policy 2:265, *Title IX Grievance Procedure*) and contact information for its Title IX Coordinator on its website, if any, and in each handbook made available to students, applicants for employment, parents/guardians, employees, and collective bargaining units. 34 C.F.R. §106.8(a) and (b). Notifications must state that nondiscrimination extends to employment, and that inquiries about the application of Title IX and its regulations may be referred to the district's Title IX coordinator, to the U.S. Dept. of Education's Assistant Secretary of Education, or both. 34 C.F.R. §106.8(b). See sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*.

[26] The board may include the following option to address publication of such contact information:

"The Superintendent or designee shall ensure that students, parents/guardians, employees, and members of the community are informed of the contact information for the District's Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers on an annual basis."

Publicizing the contact information for the Nondiscrimination Coordinator and Complaint Managers through personnel handbooks, student handbooks, and/or on the district's website is a best practice. The Ill. Principals Association (IPA) maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook (MSH)*, at: www.ilprincipals.org/msh/.

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Nondiscrimination Coordinator:

Name

Address

Email

Telephone

Title IX Coordinator:

Name

Address

Email

Telephone

Complaint Managers:

Name

Address

Email

Telephone

Name

Address

Email

Telephone

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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.
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 of 1964.
42 U.S.C. §2000e et seq., Title VII of the Civil Rights Act of 1964.
42 U.S.C. §2000ff et seq., Genetic Information Nondiscrimination Act.
42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.
42 U.S.C. §12101 et seq., Americans With Disabilities Act; 28 C.F.R. Part 35.
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, 5/10-22.5, 5/22-19, 5/22-95 ~~(final citation pending)~~, 5/22-110, 5/24-4, and 5/27-1~~, 5/27-23.7, and 45/1-15~~.
105 ILCS 45/, Education for Homeless Children Act.
5 ILCS 415/10(a)(2), Government Severance Pay Act.
5 ILCS 430/70-5(a), State Officials and Employees Ethics Act.
410 ILCS 513/, Ill. Genetic Information Privacy Act.
740 ILCS 174/, Whistleblower Act.
740 ILCS 175/, Ill. False Claims Act.
775 ILCS 5/, Ill. Human Rights Act.
820 ILCS 70/, Employee Credit Privacy Act.
820 ILCS 112/, Equal Pay Act of 2003.
820 ILCS 180/, Victims' Economic Security and Safety Act; 56 Ill.Admin.Code Part 280.
23 Ill.Admin.Code §§1.240, 200.40, 226.50, and 226.570.

CROSS REF.: 2:105 (Ethics and Gift Ban), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 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), 6:170 (Title I Programs), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:10 (Equal Educational Opportunities), 7:15 (Student and Family Privacy Rights), 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), 7:315 (Restrictions on Publications; High Schools), 8:70 (Accommodating Individuals with Disabilities), 8:95 (Parental Involvement), 8:110 (Public Suggestions and Concerns)

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School Board

Title IX Grievance Procedure [1]

Sexual harassment affects a student's ability to learn and an employee's ability to work. Providing an educational and workplace environment free from sexual harassment is an important District goal. The District does not discriminate on the basis of sex in any of its education programs or activities, and it complies with Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations (34 C.F.R. Part 106) concerning everyone in the District's education programs and activities, including applicants for employment, students, parents/guardians, employees, and third parties.

Title IX Sexual Harassment Prohibited

Sexual harassment as defined in Title IX (Title IX Sexual Harassment) is prohibited. Any person, including a District employee or agent, or student, engages in Title IX Sexual Harassment when that person engages in conduct on the basis of an individual's sex that satisfies one or more of the following:[2]

1. A District employee conditions the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct;[3] or

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[1] Title IX of the Education Amendments of 1972 (Title IX) (20 U.S.C. §1681 et seq.) requires this subject matter be covered by policy and controls this policy's content. This policy contains items on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right. Employee grievance procedures are a mandatory subject of bargaining and cannot be changed without the employee exclusive representative's consent. This policy and its companion policy 2:260, *Uniform Grievance Procedure*, are in addition to, and not a substitute for, the employee grievance procedure contained in a collective bargaining agreement.

For the sake of consistency and ease of administration, this policy addresses only Title IX sexual harassment grievances, except those contained in collective bargaining agreements. See the cross references for the policies referring to this Title IX sexual harassment grievance procedure policy.

A district must have at least one policy explicitly stating it does not discriminate on the basis of sex in its education programs or activities under Title IX and its implementation regulations (34 C.F.R. Part 106). 34 C.F.R. §106.8(b)(1). Title IX jurisdiction is geographically limited to discrimination against a person in the United States. 34 C.F.R. §106.8(d). While all complaints of sexual harassment may not constitute sexual harassment under Title IX, Title IX's reach is broad because an alleged complainant or alleged respondent may be *anyone* in the District's educational program or activity in the United States – including applicants for employment, students, parents/guardians, any employee, and third parties.

[2] 34 C.F.R. §106.30. The definition of *sexual harassment* in the policy and in Title IX includes *unwelcome* conduct. Id. However, case law does not always distinguish between *welcome* and *unwelcome* conduct. See Mary M. v. North Lawrence Community Sch. Corp., 131 F.3d 1220 (7th Cir. 1997) (8th grade student did not need to show that a school employee's sexual advances were *unwelcome* in order to prove sexual harassment).

[3] 34 C.F.R. §106.30. This behavior is commonly called *quid pro quo* sexual harassment. See 85 Fed. Reg. 30036, f/n 94. By using the term individual, Title IX regulations do not limit quid pro quo sexual harassment to situations where the provision of an aid, benefit or service by an employee is conditioned on a current student's participation in unwelcome sexual conduct. By way of example, quid pro quo Title IX sexual harassment involving an employee and an individual other than a current student may be implicated when: an employee tells a former student she can only get a letter of recommendation if she participates in unwelcome sexual conduct; an employee selects a volunteer for a coveted field trip chaperone position if he participates in unwelcome sexual conduct; or a supervisory employee subjects a subordinate employee to unwelcome sexual conduct in exchange for a promotion.

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2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's educational program or activity; or
3. *Sexual assault* as defined in 20 U.S.C. §1092(f)(6)(A)(v), *dating violence* as defined in 34 U.S.C. §12291(a)(11), *domestic violence* as defined in 34 U.S.C. §12291(a)(12), or *stalking* as defined in 34 U.S.C. §12291(a)(36). [4]

Examples of sexual harassment include, but are not limited to, touching, rape, sexual battery, sexual abuse, sexual coercion, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, and spreading rumors related to a person's alleged sexual activities.

Definitions from 34 C.F.R. §106.30

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment. [5]

Education program or activity includes locations, events, or circumstances where the District has substantial control over both the *Respondent* and the context in which alleged sexual harassment occurs.[6]

Formal Title IX Sexual Harassment Complaint means a document filed by a *Complainant* or signed by the Title IX Coordinator[7] alleging sexual harassment against a *Respondent* and requesting that the District investigate the allegation. [8]

Respondent means an individual who has been reported to be the perpetrator of the conduct that could constitute sexual harassment. [9]

Supportive measures mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the *Complainant* or the *Respondent* before or after the filing of a Formal Title IX Sexual Harassment Complaint or where no Formal Title IX Sexual Harassment Complaint has been filed. [10]

Title IX Sexual Harassment Prevention and Response

The Superintendent or designee will ensure that the District prevents and responds to allegations of Title IX Sexual Harassment as follows:

1. Ensures that the District's comprehensive health education program in Board policy 6:60, *Curriculum Content*, incorporates (a) age-appropriate sexual abuse and assault awareness and

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[4] See sample exhibit 2:265-E, *Title IX Glossary of Terms*, for these definitions and other definitions of italicized terms in this policy. Title IX regulations at 34 C.F.R. §106.30 contain pinpoint citations to the Violence Against Women Act (VAWA) (34 U.S.C. §12291 et seq.) for the definitions of *dating violence*, *domestic violence,* and *stalking*. VAWA was reauthorized in 2022 and the citations changed; however, 34 C.F.R. §106.30 has not been updated. This policy uses the updated VAWA citations.

[5] 34 C.F.R. §106.30.

[6] 34 C.F.R. §106.44(a).

[7] See f/n 17 in sample policy 2:260, *Uniform Grievance Procedure*.

[8] 34 C.F.R. §106.30.

[9] Id.

[10] Id. See sample administrative procedure 2:265-AP1, *Title IX Response*, for further discussion of supportive measures.

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prevention programs in grades pre-K through 12,[11] and (b) age-appropriate education about the warning signs, recognition, dangers, and prevention of teen dating violence in grades 7-12.[12] This includes incorporating student social and emotional development into the District's educational program as required by State law and in alignment with Board policy 6:65, *Student Social and Emotional Development*.

2. Incorporates education and training for school staff as recommended by the Superintendent, Title IX Coordinator, Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager. [13]
3. Notifies applicants for employment,[14] students, parents/guardians, employees, and collective bargaining units of this policy and contact information for the Title IX Coordinator by, at a minimum, prominently displaying them on the District's website, if any, and in each handbook made available to such persons. [15]

Making a Report

A person who wishes to make a report under this Title IX grievance procedure may make a report to the Title IX Coordinator, Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any employee with whom the person is comfortable speaking. [16]

School employees shall respond to incidents of sexual harassment by promptly making or forwarding the report to the Title IX Coordinator. An employee who fails to promptly make or forward a report may be disciplined, up to and including discharge.

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[11] Required by 105 ILCS ~~110/3~~5/27-215(a)(4), renumbered by P.A. 104-391, and 105 ILCS 5/10-23.13 (*Erin's Law*).

[12] Required by ~~Id. at 110/3~~105 ILCS 5/27-240, renumbered by P.A. 104-391.

[13] ~~105 ILCS 110/3~~Id. Detailed training requirements exist for Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. 34 C.F.R. §106.45(b)(1)(iii). Title IX rules "[leave districts] discretion to determine the kind of training to other employees that will best enable the [district], and its Title IX Coordinator, to meet Title IX obligations." 85 Fed. Reg. 30114. Many attorneys agree the best practice is to train all district staff about 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. See sample administrative procedure 2:265-AP1, *Title IX Response*.

[14] If your district is covered by Subpart C of Title IX, which "applies only to institutions of vocational education, professional education, graduate higher education, and public institutions of undergraduate higher education," amend this to state "applicants for admission or employment." 34 C.F.R. §106.15(d).

[15] 34 C.F.R. §106.8. See sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*.

[16] Using "or any employee with whom the Complainant is comfortable speaking" ensures Title IX compliance because Title IX deems "any employee" of an elementary or secondary school who has notice of sexual harassment or allegations of sexual harassment to have *actual knowledge*. Therefore, a report to any employee triggers a district's duty to respond. 34 C.F.R. §106.30. This policy contains an item upon which collective bargaining may be required. Any policy that impacts wages, hours, and terms and conditions of employment is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right.

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The Superintendent shall insert into this policy and keep current the name, office address, email address, and telephone number of the Title IX Coordinator. [17]

Title IX Coordinator:

_____
Name

_____
Address

_____
Email

_____
Telephone

Processing and Reviewing a Report

Upon receipt of a report made under this Title IX grievance procedure, the Title IX Coordinator and/or designee will promptly contact the Complainant to: (1) discuss the availability of supportive measures, (2) consider the *Complainant's* wishes with respect to *supportive measures*, (3) inform the Complainant of the availability of supportive measures with or without the filing of a Formal Title IX Sexual Harassment Complaint, and (4) explain to the Complainant the process for filing a Formal Title IX Sexual Harassment Complaint. [18]

Further, the Title IX Coordinator will analyze the report to identify and determine whether there is another or an additional appropriate method(s) for processing and reviewing it.[19] For any report received, the Title IX Coordinator shall review Board policies 2:260, *Uniform Grievance Procedure*; 5:20, *Workplace Harassment Prohibited*; 5:90, *Abused and Neglected Child Reporting*; 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*;[20] 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; 7:185, *Teen Dating Violence Prohibited*; and 7:190, *Student Behavior*, to determine if the allegations in the report require further action.

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[17] Title IX regulations require districts to designate and authorize an employee to coordinate its efforts to comply with Title IX and to refer to that employee as the *Title IX Coordinator*. 34 C.F.R. §106.8(a). Districts must identify the Title IX Coordinator by name, office address, email address, and telephone number. Id. If a district has more than one Title IX Coordinator, it should designate one of its Title IX Coordinators to retain ultimate oversight to ensure the district's consistent compliance with its responsibilities under Title IX and its implementing regulations. A district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator. See sample policy 2:260, *Uniform Grievance Procedure*.

The Title IX Coordinator with ultimate oversight should be listed in this policy. While the name and contact information is required by law to be listed, they are not part of the adopted policy and do not require board action. This allows for additions and amendments to the name and contact information when necessary. It is important for updated name and contact information to be inserted into this policy and regularly monitored.

[18] Required by 34 C.F.R. §106.44(a) and (b) regardless of whether a formal Title IX sexual harassment complaint is filed.

[19] See sample exhibit 2:265-E, *Title IX Glossary of Terms*, for a discussion of Title IX sexual harassment and non-Title IX sexual harassment. Consult the board attorney for further guidance.

[20] See sample administrative procedure 5:120-AP2, *Employee Conduct Standards*.

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Reports of alleged sexual harassment will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain an educational program or activity that is productive, respectful, and free of sexual harassment.

Formal Title IX Sexual Harassment Complaint Grievance Process

When a Formal Title IX Sexual Harassment Complaint is filed, the Title IX Coordinator will investigate it or appoint a qualified person to undertake the investigation. [21]

The Superintendent or designee shall implement procedures to ensure that all Formal Title IX Sexual Harassment Complaints are processed and reviewed according to a Title IX grievance process that fully complies with 34 C.F.R. §106.45.[22] The District's grievance process shall, at a minimum: [23]

1. Treat *Complainants* and *Respondents* equitably by providing remedies to a *Complainant* where the *Respondent* is determined to be responsible for sexual harassment, and by following a grievance process that complies with 34 C.F.R. §106.45 before the imposition of any disciplinary sanctions or other actions against a *Respondent*.
2. Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations may not be based on a person's status as a *Complainant, Respondent,* or witness.
3. Require that any individual designated by the District as a Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate an informal resolution process:
    a. Not have a conflict of interest or bias for or against complainants or respondents generally or an individual *Complainant* or *Respondent*.
    b. Receive 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. [24]
4. Require that any individual designated by the District as an investigator receiving training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

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[21] This policy gives Title IX coordinators the flexibility to appoint another qualified individual to conduct an investigation. This may be appropriate when the neutrality or efficacy of the Title IX coordinator is an issue, and/or where the district wishes to have the expertise that an in-house or outside attorney may afford to an investigation. Alternative appointments are often made in consultation with the superintendent or other district-level administrator (except in cases involving complaints about those individuals) and the board attorney. If a complaint involves the superintendent or other district-level administrator, alternative appointments are often made in consultation with the board and the board attorney.

[22] 34 C.F.R. §106.45(b). See sample administrative procedures 2:265-AP1, *Title IX Response*, and 2:265-AP2, *Formal Title IX Complaint Grievance Process*.

[23] 34 C.F.R. §106.45(b)(1) lists the basic requirements for a grievance process.

[24] Aside from the general training requirements of 34 C.F.R. §106.45(b)(1)(iii), the DOE gives districts flexibility to determine certain training practices or techniques to best meet training requirements based upon their unique local conditions and resources within their educational community. 85 Fed. Reg. 30120. See also 85 Fed. Reg. 30084 (declining to specify that training of Title IX personnel must include implicit bias training, so long as training provides instruction on how to serve impartially and avoid prejudgment of the facts at issue, conflicts of interest, and bias, and that training materials avoid sex stereotypes).

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5. Require that any individual designated by the District as a decision-maker receive training[25] on issues of relevance of questions and evidence, including when questions and evidence about the *Complainant's* sexual predisposition or prior sexual behavior are not relevant.
6. Include a presumption that the *Respondent* is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
7. Include reasonably prompt timeframes for conclusion of the grievance process.
8. Describe the range of possible disciplinary sanctions and remedies the District may implement following any determination of responsibility.
9. Base all decisions upon the *preponderance of evidence* standard. [26]
10. Include the procedures and permissible bases for the *Complainant* and *Respondent* to appeal.
11. Describe the range of *supportive measures* available to *Complainants* and *Respondents*.
12. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege. [27]

Enforcement

Any District employee who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action up to and including discharge. Any third party who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment 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, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action, including, but not limited to, suspension and expulsion consistent with

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[25] While live hearings are only required for postsecondary institutions, elementary and secondary schools may choose to offer them as part of their grievance process. **Consult the board attorney if the board wants the district to use a live hearing in its grievance process.**

If using a live hearing during the grievance process, amend #5 by inserting the following underscored text: "Require that any individual designated by the District as a decision-maker receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about the *Complainant's* sexual predisposition or prior sexual behavior are not relevant."

[26] 34 C.F.R. §106.45(b)(1)(vii) requires the Title IX sexual harassment grievance process to state the standard of proof it will use to determine responsibility of the respondent. The standard of proof selected must be applied "consistently to formal complaints alleging Title IX sexual harassment regardless of whether the respondent is a student or an employee." 85 Fed. Reg. 30373. This sample policy uses the *preponderance of evidence* standard of proof, not the *clear and convincing evidence* standard of proof. *Preponderance of evidence* is a standard of proof used in civil cases. It means "the greater weight of the evidence, not necessarily established by the greater number of witnesses testifying to a fact but by evidence that has the most convincing force." See *Black's Law Dictionary*, *11th ed. 2019*. *Preponderance of evidence* is the standard of proof used in sample policy 2:260, *Uniform Grievance Procedure*. *Clear and convincing* is a higher standard of proof, requiring more than *preponderance of evidence* but less than proof beyond a reasonable doubt. It means "evidence indicating that the thing to be proved is highly probable or reasonably certain." See *Black's Law Dictionary*, *11th ed. 2019*. **Consult the board attorney regarding the appropriate standard of proof for the district, as well as implications if a different standard of proof is used in this policy than in 2:260, *Uniform Grievance Procedure*.** For boards that choose the *clear and convincing evidence* standard of proof, delete "~~*preponderance of*~~" and insert "*clear and convincing*." Ensure the same standard of proof is used in 2:265-AP2, *Formal Title IX Complaint Grievance Process*.

[27] Examples of legally recognized privileges include attorney-client privilege, doctor-patient privilege, and spousal privilege. See 85 Fed. Reg. 30277.

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student behavior policies.[28] Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action.

This policy does not increase or diminish the ability of the District or the parties to exercise any other rights under existing law. [29]

Retaliation Prohibited [30]

The District prohibits any form of retaliation against anyone who, in good faith, has made a report or complaint, assisted, or participated or refused to participate in any manner in a proceeding under this policy. Any person should report claims of retaliation using Board policy 2:260, *Uniform Grievance Procedure*. [31]

Any person who retaliates against others for reporting or complaining of violations of this policy or for participating in any manner under this policy will be subject to disciplinary action, up to and including discharge, with regard to employees, or suspension and expulsion, with regard to students.

LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Educational Amendments of 1972; 34 C.F.R. Part 106.
Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).
Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 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), 7:190 (Student Behavior), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence)

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[28] See sample policies 7:190, *Student Behavior*, and 7:230, *Misconduct by Students with Disabilities*. See also sample policies 7:200, *Suspension Procedures*, and 7:210, *Expulsion Procedures*, for due process requirements when student suspension or expulsion is recommended following a determination of responsibility for Title IX sexual harassment.

[29] Examples of rights the district or parties may exercise ancillary to this Title IX grievance procedure include, but are not limited to: disciplinary processes for suspensions and expulsions of students under 105 ILCS 5/10-22.6; tenured teacher dismissal proceedings under 105 ILCS 5/24-12; any other pre-termination process required by an applicable collective bargaining agreement, employment policy or procedure, or employment contract; and student appeal of a sex equity grievance decision under 23 Ill. Admin. Code §200.40 (see sample policy 7:10, *Equal Educational Opportunities*).

[30] 34 C.F.R. §106.71.

[31] Retaliation complaints must be processed under sample policy 2:260, *Uniform Grievance Procedure*, because they are covered under the district's grievance procedure for resolving non-sexual harassment Title IX complaints. See 34 C.F.R. §106.8(c). Title IX sexual harassment regulations state that "[c]omplaints alleging retaliation may be filed according to the grievance procedures for sex discrimination required to be adopted under §106.8(c)." 34 C.F.R. §106.71.

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Operational Services

Incurring Debt [1]

The Superintendent shall provide early notice to the School Board of the District's need to borrow money. The Superintendent or designee[2] shall prepare all documents and notices necessary for the Board, at its discretion, to: (1) issue State Aid Anticipation Certificates,[3] tax anticipation warrants,[4] working cash fund bonds,[5] bonds,[6] notes,[7] and other evidence of indebtedness,[8] or (2) establish a line of credit with a bank or other financial institution.[9] The Superintendent shall notify the Ill. State Board of Education before the District issues any form of long-term or short-term debt that will result in outstanding debt that exceeds 75% of the debt limit specified in State law. [10]

Bond Issue Obligations [11]

In connection with the Board's issuance of bonds, the Superintendent shall be responsible for ensuring the District's compliance with federal securities laws, including the anti-fraud provisions of the

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[1] State law controls this policy's content. School districts are subject to a statutory debt limitation (105 ILCS 5/19-1(a)); other provisions in 5/19-1 contain exceptions. Not all forms of indebtedness are subject to the statutory debt limitations. Before incurring any debt, the board must be certain that the debt will be within the district's debt limitation.

[2] Boards that employ business managers may want to substitute "Business Manager", "Chief School Business Official", or another locally equivalent title for "Superintendent or designee" and "Superintendent" as they appear throughout this policy; the business manager most commonly performs the duties described in this policy.

[3] 50 ILCS 420/1 et seq. and 105 ILCS 5/18-18.

[4] 105 ILCS 5/17-16.

[5] 105 ILCS 5/20-2, amended by P.A. 103-591, 5/20-4, and 5/20-5; 30 ILCS 305/2.

[6] 105 ILCS 5/19-1 et seq.; 30 ILCS 350/. A district may borrow money and issue bonds for the purposes stated in 105 ILCS 5/19-3 provided the board properly adopted an election referendum and subsequently the voters approved the proposition. 10 ILCS 5/28-2. 105 ILCS 5/19-1(p-2~~3~~5), added by P.A. 103-591 and renumbered by P.A. 104-417, provides that bonds issued under 105 ILCS 5/19-3 that are authorized by an election held on or after 11-5-24 must mature within 30 years from their date. Districts have the authority to issue bonds for certain purposes without a direct referendum, e.g., School Fire Prevention and Safety Bonds, Working Cash Fund Bonds, Funding Bonds, and Insurance Reserve Bonds. However, as is the case with Working Cash Fund Bonds, certain types of bonds still require boards to follow backdoor referendum procedures.

[7] 50 ILCS 420/0.01 et seq. See also f/n 6, above.

[8] Other types of indebtedness include funding bonds and refunding bonds (105 ILCS 5/19-1 et seq.), as well as debt certificates and alternate bonds authorized by the Local Government Debt Reform Act (30 ILCS 350/).

[9] 105 ILCS 5/17-17.

[10] 105 ILCS 5/19-1(q).

[11] Optional. This subhead is offered for boards that want to: (1) expressly address their obligations to comply with federal securities laws; and (2) authorize the creation of written procedures to protect the status of tax-exempt (or otherwise tax-advantaged) bonds issued by the board. As a matter of best practice and to reduce potential future liabilities, many attorneys recommend that board policy address these obligations. Consult the board attorney and/or bond counsel for guidance.

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Securities Act of 1933, as amended[12] and, if applicable, the continuing disclosure obligations under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended. [13]

Additionally, in connection with the Board's issuance of bonds, the interest on which is excludable from *gross income* for federal income tax purposes, or which enable the District or bond holder to receive other federal tax benefits, the Board authorizes the Superintendent to establish written procedures for post-issuance compliance monitoring for such bonds to protect their tax-exempt (or tax-advantaged) status.

The Board may contract with outside professionals, such as bond counsel and/or a qualified financial consulting firm, to assist it in meeting the requirements of this subsection. [14]

LEGAL REF.: 15 U.S.C. §77a et seq., Securities Act of 1933.
15 U.S.C. §78a et seq., Securities Exchange Act of 1934.
17 C.F.R. §240.15c2-12.
30 ILCS 305/2, Bond Authorization Act.
30 ILCS 352/, Bond Issue Notification Act.
30 ILCS 350/, Local Government Debt Reform Act.
50 ILCS 420/, Tax Anticipation Note Act.
105 ILCS 5/17-16, 5/17-17, 5/18-18, and 5/19-1 et seq.

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

ADMIN. PROC.: 4:40-AP (Preparing and Updating Disclosures)

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The Internal Revenue Service strongly encourages, but does not currently require, issuers of tax-exempt bonds to establish written post-issuance compliance monitoring procedures. For guidance regarding the recommended content of such procedures, see *IRS Publication 4079*, *Tax-Exempt Governmental Bonds,* at: www.irs.gov/pub/irs-pdf/p4079.pdf. Such procedures may be included in a written bond resolution for a specific bond issue, and/or they may be established more generally. Consult the board attorney and/or bond counsel regarding the establishment of such procedures for tax-exempt bonds.

If a board does not accept this subhead, delete the Administrative Procedure Reference and the following Legal References: 15 U.S.C.§77a et seq., Securities Act of 1933; 15 U.S.C.§78a et seq., Securities Exchange Act of 1934; and 17 C.F.R. §240.15c2-12.

[12] 15 U.S.C. §77q.

[13] 17 C.F.R. §240.15c2-12. See sample administrative procedure 4:40-AP, *Preparing and Updating Disclosures*, for a detailed set of sample procedures designed to facilitate a district's compliance with disclosure requirements of federal securities laws.

[14] Delete the last paragraph of this subhead if the board does not want to include a sentence in this policy that addresses the use of outside professionals for assistance with compliance. Boards that regularly utilize outside professionals to assist them in meeting bond disclosure requirements may want to include this language to memorialize their current practice. Contracts for the services of individuals possessing a high degree of professional skill, such as attorneys and financial consultants, are exempt from competitive bidding requirements. 105 ILCS 5/10-20.21(a)(i).

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Operational Services

Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors [1]

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:[2] (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.

To address the Board's obligation to increase awareness and knowledge of these issues, prevent sexual abuse of children,[3] and define prohibited grooming behaviors,[4] the Superintendent or designee shall

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[1] Required by *Erin's Law*, 105 ILCS 5/10-23.13~~, amended by P.A. 102-610~~. Also infused into this policy are concepts from *Faith's Law,* 105 ILCS 5/22-85.5,~~ added by P.A. 102-676,~~ which provides helpful guidance for districts to implement *Erin's Law* due to its vagueness. See f/ns 1 and 1~~4~~5 in sample policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*, for further information regarding *Faith's Law*.

~~Three~~Two additional statutes address a district's responsibility to provide age-appropriate sexual abuse and assault awareness and prevention education programs:

1. 105 ILCS ~~110/3~~27/215, renumbered by P.A. 104-391, Critical Health Problems and Comprehensive Health Education Act (requires districts to establish a Comprehensive Health Education Program that includes age-appropriate sexual abuse and assault awareness and prevention education in grades pre-K through 12) (see sample policy 6:60, *Curriculum Content*, and administrative procedure 6:60-AP1, *Comprehensive Health Education Program*);
2. 105 ILCS 5/27-1015(b), renumbered by P.A. 104-391~~9.1a(b), added by P.A. 102-552~~ (requires comprehensive personal health and safety and comprehensive sexual health education a/k/a National Sex Education Standards (NSES) to: (a) be age and developmentally appropriate, medically accurate, complete, culturally appropriate, inclusive, and trauma informed, (b) replicate evidence-based or evidence-informed programs or substantially incorporate elements of evidence-based programs or evidence-informed programs or characteristics of effective programs, (c) provide information about local resources where students can obtain additional information and confidential services related to sexual violence (including sexual abuse and assault), and (d) provide information about State laws related to mandated reporting of child abuse and neglect, and school policies addressing the prevention of and response to sexual violence) (see sample policy 6:60, *Curriculum Content*, and administrative procedure 6:60-AP2, *Comprehensive Personal Health and Safety and Sexual Health Education Program (National Sex Education Standards (NSES))*); and

~~105 ILCS 5/27-13.2 (addresses (a) written objections to sexual abuse prevention instruction and notice provisions (minimum five days) for students in grades K through 8, and (b) distribution by the Ill. State Board of Education (ISBE) and Ill. Dept. of Children and Family Services (DCFS) of information for districts to provide to their communities about this instruction) (see sample policy 6:60, *Curriculum Content*, and administrative procedure exhibit 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*).~~See sample administrative procedure 6:60-AP1, *Comprehensive Health Education Program*, at f/n 2, for information regarding the repeal of 105 ILCS 5/27-13.2, which formerly required districts to give parents/guardians of students in grades K-8 prior written notice of sexual abuse prevention instruction and the opportunity to opt their children out of such instruction upon written objection.

[2] 105 ILCS 5/10-23.13~~, amended by P.A. 102-610,~~ at (b)(1).

[3] Id. at (b).

[4] Id. at (b).

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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[5] curriculum that includes methods for how to report child sexual abuse and grooming behaviors to authorities,[6] through Board policy 6:60, *Curriculum Content*; [7]
    b. Information in Board 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,[8] and (ii) community-based Children's Advocacy Centers and sexual assault crisis centers and how to access those serving the District. [9]
2. Train District employees about child sexual abuse and grooming behaviors by January 31 of each school year with materials that include: [10]
    a. A definition of prohibited grooming behaviors and employee-student boundary violations pursuant to Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest;*
    b. Evidence-informed[11] content on preventing, recognizing, reporting, and responding to child sexual abuse, grooming behaviors, and employee-student boundary violations pursuant to Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Grievance Procedure*; 5:90, *Abused and Neglected Child Reporting*; 5:100, *Staff Development Program*; and 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*; and
    c. How to report child sexual abuse, grooming behaviors, and/or employee-student boundary violations pursuant to Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Grievance Procedure*; and 5:90, *Abused and Neglected Child Reporting*.

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[5] Id. at (b)(1).

[6] Id. at (b)(4).

[7] 105 ILCS 5/10-23.13(b). See policy 6:60, *Curriculum Content*, and administrative procedure 6:60-AP1, *Comprehensive Health Education Program*, for information on school board choices related to health and safety education, including sex education.

[8] Id. at (b)(2) and (3).

[9] Id. at (b)(5). See policy 5:90, *Abused and Neglected Child Reporting*, and administrative procedure 5:90-AP1, *Coordination with Children's Advocacy Center*, for more information on Children's Advocacy Centers.

[10] Citations for each letter:
    a. 105 ILCS 5/10-23.13(b).
    b. Id. at (b), (b)(1.5), and (c).
    c. Id. at (b) and (b)(1.5).

[11] 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 NSES at 105 ILCS 5/27-1015(a)~~9.1a(a)~~, renumbered by P.A. 104-391~~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."

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3. Provide information to parents/guardians in student handbooks about the warning signs[12] of child sexual abuse, grooming behaviors, and employee-student boundary violations with evidence-informed educational information that also includes: [13]
    a. Assistance, referral, or resource information, including how to recognize grooming behaviors,[14] appropriate relationships between District employees and students based upon Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*,[15] and how to prevent child sexual abuse from happening;
    b. Methods for how to report child sexual abuse, grooming behaviors, and/or employee-student 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 Board 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.~~ [16]

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[12] 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~~https://ilprincipals.org/msh/.

[13] This information is listed in sample exhibit 7:190-E2, *Student Handbook Checklist*. Citations for each letter:
a. 105 ILCS 5/10-23.13(b) and (b)(1).
b. Id. at (b)(4) and (5).
c. Id. at (b).

[14] 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 statutes cited in f/n 1, above (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 (see f/n 15, below)).

[15] 105 ILCS 5/22-85.5(e)~~, added by P.A. 102-676,~~ requires the employee code of professional conduct policy be included in any staff, student or parent/guardian handbook provided by the district. See sample policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*, and sample exhibit 7:190-E2, *Student Handbook Checklist*.

~~[16] 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 Statutory Opt-outs*. Delete for high school districts.~~

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LEGAL REF.: 105 ILCS 5/10-23.13, 5/22-85.5, and 5/27-10159.1a, and 5/27-13.2.
105 ILCS 110/35/27-215, 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 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; Code of Professional Conduct; and Conflict of Interest), 6:60 (Curriculum Content), 7:20 (Harassment of Students Prohibited), 7:250 (Student Support Services)

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General Personnel

Hiring Process and Criteria [1]

The District hires the most qualified personnel consistent with budget and staffing requirements and in compliance with School Board policy on equal employment opportunity and minority recruitment.[2] The Superintendent is responsible for recruiting personnel and making hiring recommendations to the Board.[3] If the Superintendent's recommendation is rejected, the Superintendent must submit another.[4] No individual will be employed who has been convicted of a criminal offense listed in 105 ILCS 5/21B-80(c). [5]

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] State or federal law controls this policy's content. This policy contains an item on which impact bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right.

[2] See sample policy 5:10, *Equal Employment Opportunity and Minority Recruitment*. Districts may not classify a job as either a *male* or *female* job. 29 C.F.R. §1604.5, 34 C.F.R. §106.55.

105 ILCS 5/22-9~~5~~6, added by P.A. 103-46 and renumbered ~~amended~~ by P.A. 103-~~564~~46, requires school districts, when hiring or assigning educators for physical education, music, or visual arts, to prioritize the hiring or assigning of educators who hold an educator license and endorsement in those areas.

[3] Boards must consider the superintendent's recommendations concerning, among other things, "the selection, retention, and dismissal of employees." 105 ILCS 5/10-16.7. The board may want to use this alternative sentence:

All personnel decisions are made by the Board, but only on the recommendation of the Superintendent.

A board that fills a "new or vacant teaching position" must select a candidate based on: (1) certifications, (2) qualifications, (3) merit and ability (including performance evaluation, if available), and (4) relevant experience, provided that the length of continuing service with the district must not be considered a factor, unless all other factors are determined by the school district to be equal. 105 ILCS 5/24-1.5. The statute does not define "new or vacant teaching positions." The requirement does not apply to filling vacant positions under 105 ILCS 5/24-12 (reduction in force and recall). Consult the board attorney about these issues.

The Equal Pay Act of 2003, 820 ILCS 112/10(b-25), added by P.A. 103-539, ~~eff. 1-1-25,~~ makes it unlawful for employers with 15 or more employees to fail to include the "pay scale and benefits" for a position in any specific job posting. "Pay scale and benefits" means the wage or salary, or the wage or salary range, and a general description of benefits and other compensation. Id. at 112/5, amended by P.A. 103-539~~, eff. 1-1-25~~. To satisfy the posting requirement, an employer can include a hyperlink to a public webpage that includes the pay scale and benefit information. Id. at 112/10(b-25), added by P.A. 103-539~~, eff. 1-1-25~~. If an employer uses a third party to post its job postings, then the employer must provide the pay scale and benefits or a hyperlink containing the information to the third party. Id. The Act also requires employers to inform current employees of promotion opportunities within 14 calendar days after the employer posts externally for the position. Id. Employers are not prohibited from asking applicants about their wage or salary expectations for a position. Id.

[4] An additional optional sentence follows:

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

[5] 775 ILCS 5/2-103.1 prohibits employers from using conviction records as a basis to refuse to hire or to take any adverse action against an applicant or employee unless: (1) otherwise authorized by law; (2) there is a *substantial relationship* between the criminal offense and the employment sought; or (3) granting the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public. For the disqualifying offenses listed in 105 ILCS 5/21B-80, ~~amended by P.A. 102-552,~~ a district does not have to show a substantial relationship between the offense and the position or that hiring or continuing to employ the person would involve an unreasonable risk. However, the Ill. Dept. of Human Rights (IDHR) interprets the Ill. Human Rights Act (IHRA) to still require the employer to notify the applicant of the disqualification pursuant to law and to afford the applicant at least five business days to respond in case the applicant wants to dispute the accuracy of the conviction record. Id. at 5/2-103.1(C). See IDHR's *Conviction Record Protection – Frequently Asked Questions* (March 2021), at:

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All applicants must complete a District application in order to be considered for employment. [6]

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https://dhr.illinois.gov/conviction-record-protection-frequently-asked-questions.html.

Attorneys have different opinions as to whether the IHRA requires the *interactive assessment* outlined in 775 ILCS 5/2-103.1(c), which includes preliminary and final notices, when a disqualifying offense listed in 105 ILCS 5/21B-80 is found in a conviction record; **consult the board attorney for guidance on this issue**. See sample administrative procedure 5:30-AP2, *Investigations*, and its footnotes for more detail regarding the IHRA notice provisions and the need for districts to also comply with the seven-day notification requirement in the Ill. Uniform Conviction Information Act, 20 ILCS 2635/7. **Note:** The protections of 775 ILCS 5/2-103.1 do not cover *unpaid interns*, which may include student teachers in the K-12 context. The definition of *employee* in the IHRA only extends to include unpaid interns for civil rights violations involving sexual harassment. 775 ILCS 5/2-101(A)(1)(c) and 5/2-102(D).

105 ILCS 5/10-21.9(c); 105 ILCS 5/21B-80, ~~amended by P.A. 102-552,~~ allows individuals with criminal histories involving certain drug convictions to apply for or to reinstate their educator licenses seven years after their sentence for the criminal offense is completed. Consult the board attorney about whether the board wants to continue prohibiting employment for any individual who has a criminal history involving these exempted drug offenses.

For more discussion regarding criminal history records checks and screenings required by 105 ILCS 5/10-21.9, ~~amended by P.A.s 102-552 and 102-702,~~ see f/ns 5 and 6 in sample policy 4:175, *Convicted Child Sex Offender; Screening; Notifications*.

6 Any person who applies for employment as a teacher, principal, superintendent, or other certificated employee who willfully makes a false statement on his or her application for employment, material to his or her qualifications for employment, which he or she does not believe to be true, is guilty of a Class A misdemeanor. 105 ILCS 5/22-6.5. District employment applications must contain a statement to this effect. Id. Each employment application for these positions must state the following (Id.):

> Failure to provide requested employment or employer history which is material to the applicant's qualifications for employment or the provision of statements which the applicant does not believe to be true may be a Class A misdemeanor.

Many districts ask applicants about disqualifying criminal convictions on their employment applications or at another point before a job offer is made. State law does not expressly prohibit this practice; however, guidance issued by IDHR regarding implementation of 775 ILCS 5/1-103(G-5) and 5/2-103.1 states "[u]nless authorized by law, an employer is prohibited from inquiring about an applicant's conviction record prior to making a job offer to the applicant." See *Conviction Record Protection – Frequently Asked Questions* guidance issued by IDHR (March 2021), at:

https://dhr.illinois.gov/conviction-record-protection-frequently-asked-questions.html.

While the School Code and Job Opportunities for Qualified Applicant Act do not prohibit districts from asking about disqualifying convictions before a job offer is made, it is unclear whether they affirmatively *authorize* such inquiries. The IDHR's guidance does not carry the force of law, but it may impact its handling of a discrimination charge based on a conviction record. It is also unclear if an applicant's mere disclosure of a disqualifying conviction on an application, absent results of a fingerprint-based criminal history records check, Ill. Sex Offender Registry check, or Violent Offender Against Youth Registry check, triggers the district's obligation to provide notice to the applicant under 775 ILCS 5/2-103.1(C); see also f/n 5, above. Consult the board attorney for advice on these issues and how they may affect application processes.

Any employer that asks applicants to record video interviews and uses an artificial intelligence (AI) analysis of the applicant-submitted videos must comply with the Artificial Intelligence Video Interview Act, 820 ILCS 42/. Employers should also be careful that use of AI, software, and algorithms to assess applicants does not violate the Americans with Disabilities Act (ADA) (42 U.S.C. §12101 et seq.) or the Ill. Human Rights Act (IHRA), 775 ILCS 5/2-101(N) and (O), added by P.A.s 103-804 and 104-417. See sample policy 5:10, *Equal Employment Opportunity and Minority Recruitment*, and its f/n 2 for discussion of the IHRA requirements regarding use of artificial intelligence in the hiring process. See the ~~EEOC~~ U.S. Department of Justice ~~technical assistance~~ guidance document~~s~~, *Algorithms, Artificial Intelligence, and Disability Discrimination in Hiring* ~~*The Americans with Disabilities Act and the Use of Software, Algorithms, and Artificial Intelligence to Assess Job Applicants and Employees* (May 2022)~~, at: www.ada.gov/assets/pdfs/ai-guidance.pdf ~~www.eeoc.gov/laws/guidance/americans-disabilities-act-and-use-software-algorithms-and-artificial-intelligence~~ and ~~*Select Issues: Assessing Adverse Impact in Software, Algorithms, and Artificial Intelligence Use in Employment Selection Procedures Under Title VII of the Civil Rights Act of 1964* (May 2023), at: www.eeoc.gov/select-issues-assessing-adverse-impact-software-algorithms-and-artificial-intelligence-used~~. Given the rapidly changing technologies in this area, please consult the board attorney.

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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. [7]

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. [8]

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.[9] When the applicant is a successful superintendent candidate who has been offered employment by the Board, the Board President shall

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[7] 105 ILCS 5/10-16.7. The foundation for a productive employment relationship begins with ~~a board's policy~~adherence to written board policy, a thoughtfully crafted employment contract and job description, and procedures for communications and ongoing assessment. See IASB's *Foundational Principles of Effective Governance*, **Principle 3. The board employs a superintendent**, at:

www.iasb.com/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance/.

See also sample exhibit 3:40-E, *Checklist for the Superintendent Employment Contract Negotiation Process*, for best practice discussions about establishing the board-superintendent employment relationship and contract.

[8] Job descriptions will become the basis for categorizing a teacher into one or more positions that the teacher is qualified to hold for reduction in force (RIF) dismissal and recall purposes. 105 ILCS 5/24-12(b). A board should consult with its attorney to review its current list of job descriptions and discuss the district's specific responsibilities.

A job description is evidence of a position's essential functions. 29 C.F.R. §1630.2(n). The ADA protects individuals who have a disability and are qualified, with reasonable accommodation, to perform the *essential functions* of the job. 42 U.S.C. §12101 et seq., amended by the ADA Amendments Act (ADAAA), Pub. L. 110-325. Determining which functions are essential may be critical to determining if an individual with a disability is qualified. An individual is qualified to perform a job even though he or she is unable, due to a disability, to perform tasks which are incidental to the job. Only when an individual is unable to perform the *essential functions* of a job may a district deny the individual employment opportunities. 29 C.F.R. §1630.2(m). For a definition of *essential functions* see Id. at 1630.2(n). Whether a particular function is essential is a factual determination.

Important: The ADAAA made significant changes to the ADA's definition of disability that broadened the scope of coverage and overturned a series of U.S. Supreme Court decisions that made it difficult to prove that an impairment was a qualifying disability. There is information about the regulations and a link to them at: www.eeoc.gov/laws/guidance/fact-sheet-eeocs-final-regulations-implementing-adaaa. Consult the board attorney regarding how these amendments impact the district's hiring processes.

[9] The policy's requirements on criminal records checks for applicants for employment are mandated by 105 ILCS 5/10-21.9~~, amended by P.A.s 102-552 and 102-702~~. See sample administrative procedure 5:30-AP2, *Investigations*, for the process, timing, and positions requiring criminal background investigation and what steps a district must take if it wants to disqualify an applicant based on a conviction record. The Statewide Sex Offender Database (a/k/a Sex Offender Registry) is available at: https://sor.isp.illinois.gov/sorpublic/~~https://isp.illinois.gov/Sor/Disclaimer~~. The Statewide Murderer and Violent Offender Against Youth Database is available at: https://sor.isp.illinois.gov/sorpublic/~~https://isp.illinois.gov/MVOAY/Disclaimer~~. For more discussion regarding criminal history records checks and screenings required by 105 ILCS 5/10-21.9,~~ amended by P.A. 102-702,~~ see f/n 5 in sample policy 4:175, *Convicted Child Sex Offender; Screening; Notifications*. See sample policy 4:60, *Purchases and Contracts*, for requirements concerning (1) criminal background checks of employees of contractors who have *direct, daily contact* with students and (2) sexual misconduct related employment history reviews (EHRs) of employees of contractors who have *direct contact with children or students*.

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ensure that these checks are completed.[10] 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.[11] The School Code requires the Board President to keep a conviction record confidential and share it only with the Superintendent, Regional Superintendent, State Superintendent, State Educator Preparation and Licensure Board, any other person necessary to the hiring decision, the Ill. State Police and/or Statewide Sex Offender Database for purposes of clarifying the information, and/or the Teachers' Retirement System of the State of Illinois when required by law.[12] 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.

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[10] Id. If a board wants to require additional background inquiries beyond the fingerprint-based criminal history records information check required by 105 ILCS 5/10-21.9~~, amended by P.A.s 102-552 and 102-702,~~ and the EHR required by 105 ILCS 5/22-94,~~ added by P.A. 102-702,~~ including the federal *Rap Back Service* (20 ILCS 2630/3.3) and/or checks through consumer reporting agencies regulated by the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.), consult the board attorney. For more detailed information, see the laws listed in sample exhibit 3:40-E, *Checklist for the Superintendent Employment Contract Negotiation Process*, under the checklist item entitled **Conditions of Employment**, in the **Other Background Check Laws** row.

[11] 105 ILCS 5/10-21.9(b) and 105 ILCS 5/21B-10. The School Code requires the board president to keep a conviction record confidential. It is impossible to know whether a fingerprint-based criminal history records check and a check of the Statewide Sex Offender and Violent Offender Against Youth Databases on a successful superintendent candidate will come back with a conviction record.

Therefore, in accordance with best practice (ensuring compliance and aligning with good governance principles), this policy does not assign a designee for the board president to complete this task. However, to balance the requirement to keep conviction records confidential with the practical implementation of ensuring a fingerprint-based criminal history records check and a check of the Statewide Sex Offender and Violent Offender Against Youth Databases are performed on each successful superintendent applicant, a board president may want to designate the duty to order these checks to the individuals otherwise listed in 105 ILCS 5/10-21.9(b). Those individuals include the board president, the superintendent or designee, regional superintendent (if the check was requested by the district), state superintendent of education, state Educator Preparation and Licensure Board, any other person necessary to the hiring decision, or for clarification purposes, the Ill. State Police and/or Statewide Sex Offender Registry.

[12] Id. at 5/10-21.9(b) and 105 ILCS 5/21B-85, amended by P.A.~~s 102-552 and~~ 103-51. 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.

105 ILCS 5/21B-85, amended by P.A.~~s 102-552 and~~ 103-51, 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. Id.

Use this alternative for districts in suburban Cook County: replace "Regional Superintendent" with "appropriate Intermediate Service Center Executive Director."

For more discussion regarding responses to results obtained by criminal history records checks and screenings as required by 105 ILCS 5/10-21.9(e),~~ amended by P.A. 102-702,~~ see f/n 6 in sample policy 4:175, *Convicted Child Sex Offender; Screening; Notifications*.

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Each newly hired employee must complete a U.S. Citizenship and Immigration Services Form as required by federal law. [13]

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[14] 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. [15]

The Superintendent shall ensure that the District does not engage in any investigation or inquiry prohibited by law and complies with each of the following: [16]

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[13] Immigration Reform and Control Act, 8 U.S.C. §1324a et seq. Consult with the board attorney regarding the district's rights and responsibilities under Illinois law if the district uses any electronic employment verification system, including *E-Verify* ~~and/or the *Basic Pilot Program*~~. 820 ILCS 55/~~12, amended by P.A. 103-879, eff. 1-1-25~~. T~~his statute states that nothing in t~~he Right to Privacy in the Workplace Act ~~(820 ILCS 55/)~~ (RPWA) at~~requires employers to enroll in any electronic employment verification system but also urges employers who use *E-Verify* (formerly known as the *Basic Pilot/Employment Eligibility Verification Program*) to consult the Ill. Dept. of Labor's website for current information on the accuracy of *E-Verify* and to review and understand their legal responsibilities relating to the use of any electronic employment verification systems. See https://labor.illinois.gov/laws-rules/conmed/privacy-workplace.html.~~ 820 ILCS ~~55/13, added by P.A. 103-879, eff. 1-1-25, restricts employers from imposing work authorization verification or re-verification requirements greater than what is required by federal law, and it requires employers to follow certain procedures in the event it contends there is a discrepancy in the employee's employment verification information.~~55/14, added by P.A. 104-455, prohibits employers from taking adverse action against an employee based only on the receipt of a notice of discrepancy (a *no-match letter*) between an employee's individual taxpayer identification number or other identifying documents from a federal agency or outside vendor not responsible for immigration law enforcement, such as the Social Security Administration, Internal Revenue Service, or an insurance company. The RPWA also requires employers to provide notice to the employee upon receipt of a no-match letter. Id., at 55/15-55/17 added by P.A. 104-455. Employers are subject to civil, monetary penalties for violations of the RPWA. Id. However, a safe harbor from penalties for employers and prospective employers is available for violations made in good faith while relying on guidance issued by the Ill. Dept. of Labor or the federal Dept. of Homeland Security, or if a bona fide administrative error occurs that does not affect an employee or prospective employee's employment or pay. Id., at 55/25, added by P.A. 104-455. See also https://labor.illinois.gov/laws-rules/conmed/privacy-workplace.html.

[14] See f/n 5, above.

[15] 105 ILCS 5/10-21.9(c) and (g). See f/n 6 in sample policy 4:175, *Convicted Child Sex Offender; Screening; Notifications*, for further discussion.

[16] As an alternative to describing the prohibited investigations, a board may substitute this sentence:

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) claim(s) made or benefit(s) received under Workers' Compensation Act; and (3) access to an employee's or applicant's social networking website, including a request for passwords to such sites.

The default policy provision and the alternative stated above – whichever is selected – may be made a prohibition rather than a duty of the superintendent; to do this, delete the stricken text as follows: "The ~~Superintendent shall ensure that the~~ District does not engage"

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1. The District uses an applicant's credit history or report from a consumer reporting agency only when a satisfactory credit history is an established bona fide occupational requirement of a particular position. [17]
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. [18]
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. [19]
4. The District does not request or require an applicant to disclose wage or salary history as a condition of employment. [20]
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. [21]
6. The District does not ask an applicant or applicant's previous employers about claim(s) made or benefit(s) received under the Workers' Compensation Act. [22]
7. The District does not request of an applicant or employee access in any manner to his or her personal online account, such as social networking websites, including a request for passwords to such accounts. [23]

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[17] Employee Credit Privacy Act, 820 ILCS 70/10. This Act allows inquiries into an applicant's credit history or credit report or ordering or obtaining an applicant's credit report from a consumer reporting agency when a satisfactory credit history is an *established bona fide occupational requirement* of a particular position. The Act identifies circumstances that permit a satisfactory credit history to be a job requirement, such as, the position's duties include custody of or unsupervised access to cash or marketable assets valued at $2,500 or more.

[18] 820 ILCS 112/10(b-5). If an employer violates this subsection, the employee may recover in a civil action any damages incurred, special damages up to $10,000, injunctive relief, and costs and reasonable attorney's fees. 820 ILCS 112/30(a-5).

[19] Id. at 112/10(b-5).

[20] Id.

[21] 820 ILCS 112/10(b-10). **Note:** Attorneys caution that using the exceptions in 820 ILCS 112/10(b-10)(1) and (2) may trigger litigation. Violating this subsection entitles an employee to recover in a civil action any damages incurred, special damages up to $10,000, injunctive relief, and costs and reasonable attorney's fees. 820 ILCS 112/30(a-5).

A school board that wishes to preserve these exceptions should consult its board attorney; then they may supplement number 5 by adding the following after "compensation":

> unless the applicant's wage or salary history is a matter of public record, or is contained in a document completed by the applicant's current or former employer and then made available to the public by the employer, or then submitted or posted by the employer to comply with State or federal law; or the applicant is a current employee applying for a position with the same current employer.

[22] Right to Privacy in the Workplace Act, 820 ILCS 55/10(a).

[23] Id. at 55/10(b) (commonly known as the *Facebook Password Law*). A *personal online account* is defined as an online account used primarily by a person for personal purposes. *Personal online account* does not include an account created, maintained, used, or accessed for the business purpose of a person's employer or prospective employer. Id. at 55/10(b)(6). Bracketed explanations follow the statutory language in 820 ILCS 55/10(b)(5):

"Nothing in this subsection shall prohibit or restrict an employer from complying with a duty to screen employees or applicants prior to hiring…provided that the password, account information, or access sought by the employer only relates to an online account that:

(A) an employer supplies or pays; or

(B) an employee creates or maintains on behalf of under the direction of an employer in connection with that employee's employment."

[Based on this explanation, it is implausible that an applicant would have an account, service, or profile for business purposes of a school employer.]

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8. The District provides equal employment opportunities to all persons. See Board policy 5:10, *Equal Employment Opportunity and Minority Recruitment*.

Sexual Misconduct Related Employment History Review (EHR) [24]

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

Physical Examinations [25]

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

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The statute specifically permits an employer to: (1) maintain workplace policies governing the use of the employer's electronic equipment, including policies regarding Internet use, social networking site use, and electronic mail use; and (2) monitor usage of the employer's (district's) electronic equipment and electronic mail. The statute also states that it does *not prohibit* an employer from obtaining information about an applicant or an employee that is in the public domain or that is otherwise obtained in compliance with the statute. Finally, the statute does not apply to all types of personal technology that employees may use to communicate with students or other individuals, such as text messages on a personal phone. Consult the board attorney about these issues.

24 105 ILCS 5/22-94, amended by P.A. 104-417, ~~added by P.A. 102-702~~. See sample administrative procedure 5:30-AP3, *Sexual Misconduct Related Employment History Review (EHR)*, for the process, timing, and positions requiring an EHR. See sample policy 4:60, *Purchases and Contracts*, and sample administrative procedure 4:60-AP4, *Sexual Misconduct Related Employment History Review (EHR) of Contractor Employees*, for EHR requirements for employees of contractors who have *direct contact with children or students*.

25 105 ILCS 5/24-5. According to this statute, a new or existing employee or substitute teacher employee may be subject to additional health examinations, including tuberculosis screening, as required by rules adopted by the Ill. Dept. of Public Health (IDPH) or by order of a local public health official. The IDPH does not require school employees to be screened for tuberculosis other than workers in child day care and preschool settings. 77 Ill.Admin.Code §696.140(a)(3).

The last sentence of the first paragraph exceeds State law requirements and may be deleted.

Note that while examination by a spiritual leader/practitioner is sufficient for purposes of leaves, the statute does not permit an examination by a spiritual leader/practitioner for initial employment exams. This difference may present a constitutional issue; contact the board attorney for an opinion if an applicant wants to use an examination by a spiritual leader/practitioner.

Federal law limits pre-employment medical inquiries to whether the applicant is able to perform job-related functions; required medical examinations of applicants is forbidden. ADA, 42 U.S.C. §12112(d)(2); see also f/n 8 for an explanation regarding the ADAAA. Districts may condition an employment offer on taking and passing medical inquiries or physical exams, provided that all entering employees in the same classification receive the same conditional offer.

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physician to perform health examinations, if the examination is job-related and consistent with business necessity.[26] The Board will pay the expenses of ~~any~~ such examination. [27]

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 Board policy 5:90, *Abused and Neglected Child Reporting*.

LEGAL REF.: 8 U.S.C. §1324a et seq., Immigration Reform and Control Act.
15 U.S.C. §1681 et seq., Fair Credit Reporting Act.
42 U.S.C. §12112, Americans with Disabilities Act; 29 C.F.R. Part 1630.
105 ILCS 5/10-16.7, 5/10-20.7, 5/10-21.4, 5/10-21.9, 5/10-22.34, 5/10-22.34b, 5/21B-10, 5/21B-80, 5/21B-85, 5/22-6.5, 5/22-94, and 5/24-5.
20 ILCS 2630/3.3, Criminal Identification Act.
820 ILCS 55/, Right to Privacy in the Workplace Act.
820 ILCS 70/, Employee Credit Privacy Act.
820 ILCS 112/, Equal Pay Act of 2003.
Duldulao v. St. Mary of Nazareth Hospital, 136 Ill. App. 3d 763 (1st Dist. 1985), aff'd in part and remanded 115 Ill.2d 482 (Ill. 1987).
Kaiser v. Dixon, 127 Ill. App. 3d 251 (2nd Dist. 1984).
Molitor v. Chicago Title & Trust Co., 325 Ill. App. 124 (1st Dist. 1945).

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

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[26] The State law (105 ILCS 5/24-5) allowing boards to require physicals of current employees "from time to time," is superseded by the ADA. 42 U.S.C. §12112(d)(4). The ADA allows medical inquiries of current employees only when they are job-related and consistent with business necessity or part of a voluntary employee wellness program. Id. Districts may deny jobs to individuals with disabilities who pose a direct threat to the health or safety of others in the workplace, provided that a reasonable accommodation would not either eliminate the risk or reduce it to an acceptable level. 42 U.S.C. §12113; 29 C.F.R. §1630.2(r). See f/n 8 for an explanation regarding the ADAAA.

See f/n 25 for a discussion of examinations by spiritual leaders/practitioners.

[27] Consult the board attorney if a staff member requests more than one physical examination to obtain a second opinion.

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General Personnel

Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition [1]

All District workplaces are drug- and alcohol-free workplaces. [2]

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] State or federal law controls this policy's content. This policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right. The Right to Privacy in the Workplace Act (RPWA) allows employers to regulate employees' use of lawful products that impair an employee's ability to perform his or her assigned duties. 820 ILCS 55/5(b). The Cannabis Regulation and Tax Act (CRTA), 410 ILCS 705/10-35(a)(8), allows penalties issued by employers of law enforcement officers for consumption, possession, sale, purchase, or delivery of cannabis or cannabis-infused substances while on or off -duty to be collectively bargained; districts that employ school resource officers should consult their board attorneys about this provision of the CRTA.

The federal Drug-Free Workplace Act applies only to the specific programs receiving federal funds. 41 U.S.C. §8101 et seq. For ease of administration, this policy makes its requirements applicable to all employees to avoid confusion during implementation and to avoid complications when obtaining and maintaining federal funds. The CRTA, 410 ILCS 705/, legalized cannabis, but it remains a *Schedule I* (c)(17) controlled substance under federal law, meaning that it has no currently accepted medical use in addition to a high potential for abuse. 21 U.S.C.A. §812 (exempting hemp as defined at 7 U.S.C.A.§1639o). 41 U.S.C. §§8101, 8102 and 8103. While not law, in June 2019, the U.S. House of Representatives, in a voice vote, voted in favor of an amendment to H.R. 3055, which was introduced by Reps. Earl Blumenauer (D-OR), Tom McClintock (R-CA), and Eleanor Holmes Norton (D-D.C.), prohibiting the U.S. Dept. of Justice (DOJ) from interfering with a state's decision to implement laws governing the legalization of cannabis (recreational and medicinal). This marked the first time that either branch of the U.S. Congress has voted to protect state recreational cannabis laws from federal enforcement actions. If the amendment becomes law, it would block the DOJ from using funds to intervene in state and territory cannabis legalization laws. This policy continues to prohibit employees from using cannabis as allowed by the CRTA. See f/n 9, below.

The federal Safe and Drug-Free Schools and Communities Act provides funds, upon application, for drug and violence prevention programs; it does not contain policy mandates. Illinois also has a Drug Free Workplace Act (30 ILCS 580/) that applies to districts with 25 or more employees working under a state contract or a grant of $5,000 or more.

[2] Replace this sentence with the district's drug- and alcohol- free policy goal(s), if any.

With the passage of the CRTA, 410 ILCS 705/, each board and superintendent may wish to engage in a risk-management conversation about the district's drug- and alcohol-free policy enforcement and discipline goals. Enforcement and discipline goals depend upon a board's risk-level tolerance and community expectations. Risk-level-tolerance decisions will depend upon many factors, including, but not limited to: (1) the board attorney's recommendations, (2) the district's budget parameters, if any, for reasonable suspicion training on identification of symptoms of impairment and/or being under the influence, (3) drug testing, and (4) the community's expectations. Answers to the following questions might structure this risk-management conversation:

1. Does the board want to implement a reasonable suspicion program (or any other type of *just cause* provisions in an applicable collective bargaining agreement) to identify employees suspected of being impaired and/or under the influence to enhance its ability to discipline?
2. Does the board want the superintendent to secure training for designated district employees to educate them to identify symptoms of impairment or being under the influence of the substances prohibited in this policy?
3. How does the board want to address employees in positions of leadership, e.g., the superintendent and/or building principal(s), who are perpetually on call due to the nature of their positions and responsibilities (see f/n 3, below)?
4. How will the district manage its duty to educate students about the dangers of drugs and alcohol against the reality that employees are allowed to use lawful products off -duty and off the district's premises (820 ILCS 55/5(a))?
5. Will licensed educators be held to a higher standard than non-licensed employees due to their professional code of conduct expectations?
6. Will employees working directly with students be held to a higher standard than employees not working directly with students?

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An employee is *on call* when the District schedules the employee with at least 24 hours' notice to be on standby or otherwise responsible for performing employment-related tasks either at the District or another location previously designated by the District.[3] All employees are prohibited from engaging in any of the following activities while on District premises or while performing work or being on call[4] for the District: [5]

1. Unlawful manufacture, dispensing, distribution, possession, or use of an illegal or controlled substance. [6]
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. [7]
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

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[3] 820 ILCS 55/5. Consult the board attorney regarding how the board wants to treat employees who may be considered *on call*, e.g., superintendents, principals, coaches, and/or maintenance workers, etc.

For boards that do not want to refer to employees on call, delete this sentence and the following phrase from the sentence that immediately follows it: ~~or being *on call*.~~

[4] ~~An employee is *on call* when the employer schedules him or her with at least 24 hours' notice to be on standby or otherwise responsible for performing employment-related tasks either at the employer's location or another previously-designated location. 820 ILCS 55/5. Consult the board attorney regarding how the board wants to treat employees who may be considered *on call*, e.g., superintendents, principals, coaches, and/or maintenance workers, etc.~~

~~For boards that do not want this text, delete or being *on call*.~~

[5] To align with best practices for identifying and subsequently initiating discipline of employees for violating this policy (especially with the passage of the CRTA) and any possible collective bargaining agreement provisions, the superintendent may want to convene the **Employee Substance Abuse Prevention Committee** (see sample administrative procedure 2:150-AP, *Superintendent Committees*).

[6] These actions are prohibited by both federal (41 U.S.C.A. §§8101, 8102 and 8103) and State Workplace Acts. See f/n 13, below. These laws do not address *under the influence* but a board may add: ", 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." This option is limited to *illegal* substances to avoid prohibiting employees from using lawfully prescribed controlled substances. See f/n 13. Contact the board attorney for advice concerning this provision and whenever the district wants to discipline or dismiss an employee using it. If a hearing is required before the district may discipline or discharge an employee under this provision, the district must put forth evidence that the employee violated it. A district would also have this burden if a grievance is filed under a *just cause* provision in a collective bargaining agreement. This policy's third paragraph addresses prescribed medications other than cannabis.

[7] Optional; alcohol is not addressed in either the federal or State Drug-Free Workplace Acts. Contact the board attorney for advice concerning this provision and whenever the district wants to discipline or dismiss an employee using it. If a hearing is required before the district may discipline or discharge an employee under this provision, the district must put forth evidence that the employee violated it. A district would also have this burden if a grievance is filed under a *just cause* provision in a collective bargaining agreement. The Ill. Court of Appeals held that when the policy defines *under the influence* as any "mental, emotional, sensory or physical **impairment** due to the use of drugs or alcohol," the school district must prove that the teacher showed signs of impairment even though she registered 0.056 blood-alcohol level on a Breathalyzer. Kinsella v. Bd. of Ed. of the City of Chicago, 27 N.E.3d 226 (Ill. App. Ct. 1st Dist. 2015).

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pursuant to *Ashley's Law*, 105 ILCS 5/22-33.[8] The District considers employees impaired by or under the influence of cannabis when there is a good faith belief that an employee manifests specific articulable symptoms[9] while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position. [10]

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. State law protects the District from liability when it takes actions pursuant to a reasonable workplace drug policy, including but not

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8 "[R]egardless of when and/or where the use occurred" is intended to mean that an employer may reach an employee's conduct on- or off -duty depending upon the facts of the disciplinary situation; however, the CRTA contains a specific requirement that law enforcement employers adopt a policy outlining penalties for discipline of law enforcement employees for their on or off-duty conduct involving consumption, possession, sale, purchase, or delivery of cannabis or cannabis-infused substances. Id. at 10-35(a)(8). See also f/ns 1, above, and 9, below. Consult the board attorney if the district employs a school resource officer(s) (SRO(s)) as opposed to contracting with a local law enforcement agency for SRO services.

410 ILCS 130/25(b) prohibits discipline or arrest of school nurses and/or administrators for acting in accordance with *Ashley's Law*, 105 ILCS 5/22-33. Employers may enforce drug-free workplace policies when they are applied in a nondiscriminatory manner. 410 ILCS 705/10-50(a) includes disciplining employees – even those who are *registered qualifying patients* – for violating drug-free workplace policies (410 ILCS 130/50 and 705/10-35(a)(1)). Contact the board attorney for advice concerning the Compassionate Use of Medical Cannabis Program Act (Medical Cannabis Program Act (MCPA)).

9 Specific articulable symptoms listed in 410 ILCS 705/10-50(d) include: the employee's speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment or machinery; disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property; disruption of a production or manufacturing process; or carelessness that results in any injury to the employee or others. In contrast to the CRTA, the MCPA, while listing the same specific, articulable, symptoms, does not require an employer to have a *good faith belief* that a *registered qualifying patient* is under the influence of cannabis. 410 ILCS 130/50(f).

10 410 ILCS 705/10-35 and 10-50(a) allow reasonable, nondiscriminatory, zero-tolerance policies. If the district seeks to discipline an employee on the basis that he or she is under the influence of or impaired by cannabis, it must afford the employee a reasonable opportunity to contest the basis of the determination. Id. at 10-50(d). See also f/n 7, above. **Contact the board attorney for advice concerning this provision and whenever the district seeks disciplinary action or dismissal of an employee on the basis of the cannabis prohibitions in the policy**.

See also the Ill. Vehicle Code 625 ILCS 5/11-501.2(b-5) number one: when an individual's tetrahydrocannabinol concentration (THC) is five nanograms or more in whole blood or 10 nanograms or more in another bodily substance, e.g., saliva, urine, etc., as defined in 625 ILCS 5/11-501.2(a), a presumption under Illinois law exits that the individual is under the influence of cannabis. Under 625 ILCS 5/11-501.2(b-5) number two: when an individual's {THC} is less than five nanograms in whole blood or less than 10 nanograms or more in another bodily substance, e.g., saliva, urine, etc., as defined in 625 ILCS 5/11-501.2(a), the individual may still be considered impaired.

In addition to a zero-tolerance policy, the CRTA also allows civil, criminal, or other penalties for:

1. Engaging in tasks under the influence of cannabis when doing so would constitute negligence, professional malpractice, or professional misconduct (410 ILCS 705/10-35(a)(1));
2. Possessing cannabis on a school bus or on school grounds (Id. at 10-35(a)(2)(A)-(B) unless permitted under the MCPA);
3. Using cannabis on a school bus or on school grounds (Id. at 10-35(a)(3)(A)-(B) unless permitted under the MCPA);
4. {Using cannabis} in a public place {while impaired or under the influence of cannabis}(Id. at 10-35(a)(3)(F));
5. Knowingly being {impaired by or under the influences of cannabis} in close physical proximity to anyone under 21 years of age who is not a registered medical cannabis patient under the MCPA (Id. at 10-35(a)(3)(G));
6. Smoking [and/or *vaping* (see f/n 19, below for a definition of vaping)] it in any place where smoking is prohibited under the Smoke Free Illinois Act (Id. at 10-35(a)(4));
7. Using {cannabis} as an on-duty law enforcement officer, corrections officer, probation officer, or firefighter (Id. at 10-35(a)(8)), or consuming, possessing, selling, purchasing, or delivering cannabis or a cannabis-infused substance(s) while on or off -duty [only if a policy has been adopted] Id. at 10-35(a)(8); or
8. {Using cannabis while {b}}eing on duty as an individual holding a school bus permit or Commercial Driver's License (Id. at 10-35(a)(9)).

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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. [11]

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*[12] 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 School Board 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: [13]

1. Abide by the terms of 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. [14]

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[11] 410 ILCS 705/10-50(d). For boards that will not communicate to employees what will happen when reasonable suspicion exists, delete the first sentence of this paragraph: ~~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.~~

410 ILCS 705/10-50(e)(1), protects the district from liability for actions described in the last sentence of this paragraph. Delete it if the board will not communicate this information to its employees.

[12] 410 ILCS 705/10-35 and 10-50(a) allows employers to prohibit cannabis in the *workplace*. Many attorneys agree it is a best practice for employers to define workplace in policies that prohibit cannabis. 410 ILCS 705/10-50(h) defines *workplace* as the employer's premises, including any building, real property, and parking area under the control of the employer or area used by an employee while in performance of the employee's job duties, and vehicles, whether leased, rented, or owned – and may be further defined by the employer's written policy when it is consistent with this definition.

This policy's definition of workplace expands the above CRTA definition to areas that board policy and/or the School Code impose duties upon districts to keep students safe, including:

1. The *school property* definition from sample policy 8:30, *Visitors to and Conduct on School Property*;
2. The *school grounds* definition at 105 ILCS 5/10-27.1A(d); and
3. Places that school districts must prevent and respond to bullying, including vehicles used for school purposes. 105 ILCS 5/22-110, renumbered by P.A. 104-3917 ~~23.7(a)~~.

[13] Required by the State and federal Drug-Free Workplace Acts.

[14] This optional paragraph is not addressed in State or federal drug-free workplace acts. An employer should generally not ask an employee about his or her use of medication. See rules implementing the Americans with Disabilities Act, 29 C.F.R. §1630.14. Consult the board attorney if an employee is suspected of working while impaired or under the influence.

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To make employees aware of the dangers of drug and alcohol abuse, the Superintendent or designee shall perform each of the following: [15]

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. [16]
3. Make available materials from local, State, and national anti-drug and alcohol-abuse organizations. [17]
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: [18]
    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 Board 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. [19]

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[15] Numbers one through five in this paragraph are required by the State and federal Drug-Free Workplace Acts. 30 ILCS 580/3.

[16] As an alternative, replace the phrase "in a place where other information for employees is posted" with the district's local method, e.g., staff intranet, Internet, etc.

[17] ~~Grants may be available from the Ill. State Board of Education for developing a drug-free awareness program. 105 ILCS 5/2-3.93.~~ 105 ILCS 5/22-81, added by P.A. 103-399 (a/k/a *Louie's Law*), required the Ill. State Board of Education (ISBE) and the Ill. Dept. of Human Services to develop and regularly update a comprehensive *Substance Use Prevention and Recovery Instruction Resource Guide* for public elementary and secondary schools across the state of Illinois. It is available at: www.isbe.net/Pages/Substance-Use-Prevention-and-Recovery-Instruction-Resource-Guide.aspx. ~~The drug-free awareness program requirement can be met by developing a brochure on drug abuse or by contacting local, State, or national anti-drug abuse organizations for materials. The materials should be distributed to employees along with a list of places employees may call for assistance.~~

[18] The drug-free awareness program requirement can be met by developing a brochure on drug abuse or by contacting local, State, or national anti-drug abuse organizations for materials. The materials should be distributed to employees along with a list of places employees may call for assistance.

[19] Optional. This statement serves as a display of good judgement and a reminder to employees that 105 ILCS 5/27-~~13.2, amended by P.A.s 102-195 and 103-365~~255, added by P.A. 104-391, and 5/27-~~23.4~~115 renumbered by P.A. 104-391 (provided it can be funded by private grants or the federal government) require districts to educate students about the prevention and avoidance of drugs abuse, the dangers of opioid and substance abuse, and the dangers of fentanyl.

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E-Cigarette, Tobacco, and Cannabis Prohibition [20]

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,[21] 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 has the meaning provided in 105 ILCS 5/10-20.5b.

Cannabis 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. [22]

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[20] 105 ILCS 5/10-20.5b, The Smoke Free Illinois Act, 410 ILCS 82/, and the CRTA, 410 ILCS 705/10-35(a)(4)(smoking anyplace where smoking is prohibited under the Smoke Free Illinois Act). Federal law prohibits smoking inside schools. 20 U.S.C. §6083(a).

The prohibition in sample policy 8:30, *Visitors to and Conduct on School Property*, referred to here, applies "on school property or at a school event." Here, "at a school event" is clarified with the phrase "while … performing work for the District" in order to align with this policy's other prohibitions.

[21] While 720 ILCS 675/1, excludes e-cigarettes from its definition of tobacco, it does not address vaporization. Prohibiting *e-cigarettes* aligns with the district's obligation to maintain a safe, smoke-free environment and is a logical extension of 105 ILCS 5/10-20.5b, The Smoke Free Illinois Act (410 ILCS 82/), and The Prevention of Tobacco Use by ~~Minors~~ Persons Under 21 Years of Age and Sale and Distribution of Tobacco Products Act, 720 ILCS 675 (provides the legal age to buy tobacco and e-cigarette products to 21 years of age). In addition, the U.S. Food and Drug Administration now regulates e-cigarettes. 21 C.F.R. Parts 1100, 1140, and 1143.

E-Cigarettes may resemble cigarettes but contain a battery-operated heating element that turns a liquid into an aerosol (or vapor) that sometimes includes nicotine, flavorings, and other chemicals. The act of inhaling and exhaling the aerosol is known as *vaping*. See https://nida.nih.gov/publications/drugfacts/vaping-devices-electronic-cigarettes. For ease of administration, this sample policy treats *vaping*, whether tobacco products or not, and smoking tobacco the same due to the outbreaks of lung disease associated with the use of e-cigarettes and vaping. Some e-cigarettes do not look like tobacco products; they are designed to resemble other objects, such as USB flash drives, to be more easily concealed. Like smoking tobacco, vaporization products may include nicotine, which is derived from and is the addictive drug in tobacco, and other potentially harmful chemicals. See *Tobacco/Nicotine and Vaping* at: https://nida.nih.gov/research-topics/tobacconicotine-vaping. Unlike smoking tobacco, vaping does not produce smoke, but rather the aerosol, often mistaken for water vapor and consisting of fine particles. Many of these particles contain varying amounts of toxic chemicals, which have been linked to cancer and respiratory and heart disease. For resources, see ~~www.cdc.gov/tobacco/basic_information/e-cigarettes/index.htm and~~ https://digitalmedia.hhs.gov/tobacco/educator_hub.

[22] Optional. If a district does not want to include the statutory example that includes the term *vape pen*, which provides notice that vaping products are also prohibited through the term e-cigarette, replace ~~, 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~~ with "shall have the meaning provided in the Prevention of Tobacco Use by ~~Minors~~ Persons Under 21 Years of Age and Sale and Distribution of Tobacco Products Act, 720 ILCS 675/1(a-9)."

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District Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action, including termination.[23] 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. [24]

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. [25]

Disclaimer [26]

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

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[23] An employee who currently uses *illegal* drugs is not protected under the Americans With Disabilities Act (ADA) when the district acts on the basis of such use. 42 U.S.C. §12114. Legal drug abusers and alcoholics may still be protected as *handicapped* under the Rehabilitation Act of 1973 (29 U.S.C. §706 et seq.) or the Ill. Human Rights Act (IHRA). 775 ILCS 5/1-101 et seq. and 56 Ill.Admin.Code §2500.20. The Rehabilitation Act, however, excludes from protection "an alcohol or drug abuser whose current use of alcohol or drugs prevents such individual from performing the duties of the job in question or whose employment …would constitute a direct threat to the property or the safety of others." 28 C.F.R. §42.540(k)(1).

The ADA neither authorizes nor prohibits drug testing; it allows the results of such tests to be used as the basis for disciplinary action. 42 U.S.C. §12114; 29 C.F.R. §1630.16(c). Drug tests may still violate other laws, e.g., Title VI and the Rehabilitation Act. 42 U.S.C. §2000e et seq.; and 29 U.S.C. §701 et seq. Drug tests may also be a subject of collective bargaining. See paragraph one of f/n 1, above. Consult the board attorney before implementing a drug--testing program to enforce this policy.

[24] Required by both the federal and State Drug-Free Workplace Acts.

[25] Id.

[26] Optional best practice text.

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LEGAL REF.: 20 U.S.C. §7101 et seq., Safe and Drug-Free School and Communities Act of 1994.
21 U.S.C. §812, Controlled Substances Act; 21 C.F.R. §1308.11-1308.15.
41 U.S.C. §8101 et seq., Drug-Free Workplace Act of 1988.
42 U.S.C. §12114, Americans With Disabilities Act.
21 C.F.R. Parts 1100, 1140, and 1143.
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.
23 Ill.Admin.Code §22.20.

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

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Professional Personnel

Leaves of Absence [1]

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

Sick and Bereavement Leave [2]

Each full-time professional staff member is granted 10 days sick leave each school year at full pay. Unused days are allowed to accumulate to 180 days. Sick leave is defined in State law as personal illness, mental or behavioral health complications, quarantine at home, serious illness or death in the

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[1] State or federal law controls this policy's content. This policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right.

This policy is consistent with the minimum requirements of State law. The local collective bargaining agreement may contain provisions that exceed these requirements. The introductory paragraph recognizes that an applicable collective bargaining agreement or individual employment contract will supersede a conflicting provision of the policy. It also provides policy coverage for those professional personnel who are not included in a bargaining unit or have employment contracts with conflicting provisions. Alternatively, if the policy's subject matter is superseded by a bargaining agreement, the board policy may state, "Please refer to the applicable collective bargaining agreement(s)."

Districts must coordinate leaves provided by State law and the local bargaining agreement with the leave granted by the Family and Medical Leave Act (FMLA) (29 U.S.C. §2612), amended by Sec. 565 of the National Defense Authorization Act for Fiscal Year 2010 (Pub. L. 111-84). The FMLA grants eligible employees 12 weeks unpaid leave each year for: (1) the birth and first-year care of a child; (2) the adoption or foster placement of a child; (3) the serious health condition of an employee's spouse, parent, or child; (4) the employee's own serious health condition; (5) the existence of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on *covered active duty*; and (6) to care for the employee's spouse, child, parent, or next of kin who is a covered servicemember with a serious injury or illness. Districts are permitted to count paid leave (granted by State law or board policy) taken for an FMLA purpose against an employee's FMLA entitlement. 29 C.F.R. §825.207. See sample policy 5:185, *Family and Medical Leave*.

Many~~A plethora of~~ State laws grant leaves to employees of the State and municipalities but are not applicable to school districts, including the Employee Blood and Organ Donation Leave Act (820 ILCS 149/), Local Government Disaster Service Volunteer Act (50 ILCS 122/), Organ Donor Leave Act (5 ILCS 327/), Civil Air Patrol Leave Act (820 ILCS 148/), and Paid Leave for All Workers Act (820 ILCS 192/). See sample policy 5:185, *Family and Medical Leave*, for a discussion of the Military Leave Act (820 ILCS 151/) and its applicability to school districts.

[2] The provisions in this section are required by 105 ILCS 5/24-6~~, amended by P.A.s 102-275, 102-697, and 102-866~~. Each specified number of days in this section is the statutory minimum. Before adopting this policy or applying its provisions, the district should examine any applicable bargaining agreements.

Consult the board attorney about the Employee Sick Leave Act (ESLA). 820 ILCS 191/~~, amended by P.A. 102-4~~. It prohibits employers from limiting the use of sick time to an employee's own illnesses and allows employees to use employer-provided sick leave due to illness, injury, medical appointment, or *personal care* of a *covered family member*. Id. at 191/10(a)~~, amended by P.A. 102-4~~. *Personal care* means: (1) activities to ensure a covered family member's basic medical, hygiene, nutritional, or safety needs are met, or to provide transportation to medical appointments, for a covered family member unable to meet those needs himself or herself; and (2) being physically present to provide emotional support to a covered family member with a serious health condition who is receiving inpatient or home care. Id. at 191/5~~, amended by P.A. 102-4~~. The ESLA defines *covered family members* as an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother- or father-in-law, grandchild, grandparent, or stepparent. Id. Leave may be taken under the same terms for which the employee would be permitted to take leave for his or her own illness or injury.

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immediate family or household, or birth, adoption, placement for adoption, or the acceptance of a child in need of foster care.

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

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. [3]

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. [4]

Family Bereavement Leave [5]

State law allows a maximum of 10 unpaid work days for eligible employees (Family and Medical Leave Act of 1993, 20 U.S.C. §2601 et seq.) to take family bereavement leave. The purpose, requirements,

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[3] 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, 444 Ill.Dec. 651 (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.

[4] 105 ILCS 5/24-6~~, amended by P.A.s 102-275, 102-697, and 102-866~~.

[5] Family Bereavement Leave Act, 820 ILCS 154/~~, amended by P.A. 102-1050~~; 56 Ill.Admin.Code Part 252. These paragraphs discuss family bereavement leave. 820 ILCS 154/5~~,~~ defines an *eligible employee* under the same terms as an employee under FMLA (29 U.S.C. §2601 et seq.). See f/n 1 above. The employer may require reasonable documentation as specified in 820 ILCS 154/10(d)~~, amended by P.A. 102-1050~~ but may not require that an employee identify which specific category under item (4) in the first paragraph of this subhead pertains to the leave. Note the term *Significant Event* does not appear in the statute; it is included in this sample policy as a shorthand term to refer to those events listed in 820 ILCS 154/10(a)(4).

Domestic partner, when used to refer to an unmarried employee, includes: (1) the person recognized as the domestic partner of the employee under any domestic partnership or civil union law of a state or political subdivision of a state, or (2) an unmarried adult who is in a committed, personal relationship with the employee, who is not a domestic partner as described in item (1) and who the employee designates as that employee's domestic partner. 820 ILCS 154/5~~, amended by P.A. 102-1050~~.

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

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

Child Extended Bereavement Leave [6]

Unpaid leave from work is available to employees who experience the loss of a child by suicide or homicide. The Child Extended Bereavement Leave Act governs the duration, scheduling, continuity of benefits, and all other terms of the leave. Accordingly, if the District employs 250 or more employees on a full-time basis, an employee is entitled to a total of 12 weeks of unpaid leave within one year after the employee notifies the District of the loss.[7] An employee may elect to substitute other forms of leave to which the employee is entitled for the leave provided under the Child Extended Bereavement Leave Act.

Sabbatical Leave [8]

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

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The Act also provides that the leave must be completed within 60 days of the employee learning of the death of his or her *covered family member*, as defined by 820 ILCS 154/5. However, that 60-day limitation does not apply when more than one covered family member dies in a 12-month period. There may be times when an employer may want to grant more than 10 unpaid work days, e.g., when a deceased covered family member lived in a foreign country, etc. Consult the board attorney to resolve the complexities of determining whether an employee is an eligible employee under the FMLA that would trigger this Act.

[6] 820 ILCS 156/, added by P.A. 103-466. Delete this subhead and the Legal Reference to 820 ILCS 156/, Child Extended Bereavement Leave Act, if the district has fewer than 50 full-time employees.

[7] If the district employs at least 50 but fewer than 250 employees on a full-time basis, substitute the following sentence: "Accordingly, if the District employs at least 50 but not more than 249 employees on a full-time basis, an employee is entitled to a total of six weeks of unpaid leave within one year after the employee notifies the District of the loss." 820 ILCS 156/10, added by P.A. 103-466.

[8] State law provides guidelines for sabbatical leaves but does not require boards to offer them. 105 ILCS 5/24-6.1.

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Personal Leave [9]

Professional staff members are granted one personal leave day per year. A personal leave day is defined as a day to allow professional personnel time to conduct personal business (but not vacation, travel, or work stoppage), which is impossible to schedule at a time other than during a school day. Any unused personal leave day in a school year will be credited to the cumulative sick leave.

The use of a personal day is subject to the following conditions:

1. Except in cases of emergency or unavoidable situations, personal leave requests should be submitted to the Building Principal three days in advance of the requested date,
2. No personal leave days may be used immediately before or immediately after a holiday unless the Superintendent grants prior approval,
3. Personal leave may not be used in increments of less than one-half day,
4. Personal leave days are subject to a substitute's availability,
5. Personal leave days may not be used during the first and/or last five days of the school year,
6. Personal leave days may not be used on in-service and/or institute training days, and
7. Personal leave may not be used by more than 10% of the teaching staff in each building at the same time.

Leave of Absence Without Pay [10]

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

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

Leave to Serve as an Election Judge [11]

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.

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[9] State law does not address personal leave. It is not uncommon for professional staff to be granted more than one day of personal leave per year.

[10] State law does not address leaves of absence without pay other than stating that a mutually agreed leave will not affect a teacher's contractual continued service. 105 ILCS 5/24-13.

[11] This paragraph restates 10 ILCS 5/13-2.5. The statute does not state whether the notice requirement is *calendar* days or *business* days. Support for it being *calendar* days is found in 10 ILCS 5/1-6; support for it being *business* days is found in 10 ILCS 5/1-3.

Rather than duplicate the statute's requirements in separate policies, sample policy 5:330, *Sick Days, Vacation, Holidays, and Leaves*, grants the leave to support personnel on the terms applicable to professional staff.

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Child-Rearing Leave [12]

The Board shall grant a professional staff member's request for a non-paid, child-rearing leave, not to exceed the balance of the school year plus one additional school year (but in no event shall such leave exceed three semesters), provided the request complies with this policy. Nothing in this section shall prohibit a professional staff member from using paid sick days as provided in this policy. [13]

A teacher should request, if possible, a child-rearing leave by notifying the Superintendent in writing no later than 90 days before the requested leave's beginning date.[14] The request should include the proposed leave dates. The leave shall end before a new school year begins or before the first day of school after winter recess. [15]

Subject to the insurance carrier's approval, the teacher may maintain insurance benefits at his or her own expense during a child-rearing leave.

A professional staff member desiring to return before the leave's expiration will be assigned to an available vacancy for which the teacher is qualified, subject to scheduling efficiency and instruction continuity.

Leaves for Service in the Military [16]

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

General Assembly Leave [17]

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.

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[12] The School Code does not address child-rearing. FMLA grants eligible employees a combined total of 12 weeks each year, with exceptions for teachers at the end of the school year, for, among other things, a child's: (1) birth and first-year care, and (2) adoption or foster placement (see sample policy 5:185, *Family and Medical Leave*). Districts not covered by the FMLA must treat a request for child-care leave to care for an adopted infant on terms comparable to those given biological mothers. McWright v. Alexander, 982 F.2d 222 (7th Cir. 1992).

[13] Districts offering a child-rearing or maternity leave must be very careful not to violate anti-discrimination laws. Districts can prohibit pregnant teachers from combining paid disability leave with an unpaid maternity leave, provided that non-pregnant teachers are likewise prohibited from combining a paid disability leave with an unpaid general leave of absence. Maganuco v. Leyden Comm. High Sch. Dist. 212, 939 F.2d 440 (7th Cir. 1991); U.S. v. Consol. High Sch. Dist. 230, 983 F.2d 790 (7th Cir. 1993); E.E.O.C. v. Elgin Teachers' Ass'n., 780 F.Supp. 1195 (N.D.Ill. 1991). A sick leave bank exclusion of maternity benefits violates Title VII. U.S. v. Consol. High Sch. Dist. 230, supra.

[14] The length of the notice - here 90 days - is *not* covered by State or federal law. If an employee fails to provide this notice, the employee still has the right to request a family and medical leave which has a much shorter notice requirement (see sample policy 5:185, *Family and Medical Leave*), and could be followed by a child-rearing leave.

[15] For a high school, omit "the first day of school after winter recess" and insert "at the semester break." Alternatively, the board may want to be more flexible by stating:

> Every effort shall be made to have the leave minimally interrupt instructional continuity by ending . . .

[16] Required by the School Code (105 ILCS 5/10-20.7b, 5/24-13, and 5/24-13.1); the Service Member Employment and Reemployment Rights Act (330 ILCS 61/, streamlining several job-related protection laws into one statute, mandating leave for *active service*, and requiring the public employer to make up the difference between military pay and regular compensation); and the Uniformed Services Employment and Reemployment Rights Act (38 U.S.C. §4301 et seq.).

[17] Required by 105 ILCS 5/24-13.

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Leave for Employment in Department of Defense [18]

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

School Visitation Leave

An eligible professional staff member is entitled to eight hours during any school year, no more than four hours of which may be taken on any given day, to attend school conferences, behavioral meetings, or academic meetings related to the teacher's child, if the conference or meeting cannot be scheduled during non-work hours.[19] 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. [20]

The Superintendent shall develop administrative procedures implementing this policy consistent with the School Visitation Rights Act. [21]

Leaves for Victims of Domestic Violence, Sexual Violence, Gender Violence, or Other Crime of Violence [22]

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

The Victims' Economic Security and Safety Act (VESSA) governs the purpose, requirements, scheduling, and continuity of benefits, and all other terms of the leave. Accordingly, if the District employs at least 50 employees, and subject to any exceptions in VESSA, an employee is entitled to a

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[18] State law provides guidelines for Dept. of Defense leaves but does not require boards to offer them. 105 ILCS 5/24-13.1.

[19] 820 ILCS 147/15.

[20] Id. The school visitation leave entitlement applies to both professional and educational support personnel. Rather than duplicate its requirements in separate policies, sample policy 5:330, *Sick Days, Vacation, Holidays, and Leaves*, grants the leave on the same terms applicable to professional staff.

[21] 820 ILCS 147/. Parents of children with *serious health conditions* may also be eligible to use FMLA leave for individualized education program (IEP) meetings. See U.S. Dept. of Labor *Wage and Hour Division Opinion Letter*, FMLA 2019-2-A (8-8-19), available at: www.dol.gov/sites/dolgov/files/WHD/legacy/files/2019_08_08_2A_FMLA.pdf.

[22] Required by the Victims' Economic Security and Safety Act, (VESSA) (820 ILCS 180/~~, amended by P.A.s 102-487, 102-890, and 103-314, eff. 1-1-24,~~ and 56 Ill.Admin.Code Part 280). *Gender violence* means: (1) one or more acts of violence or aggression that is a criminal offense under State law committed, at least in part, on the basis of a person's actual or perceived sex or gender, (2) a physical intrusion or invasion of a sexual nature under coercive conditions that is a criminal offense under State law, or (3) a threat to commit one of these acts. 820 ILCS 180/10(12.5). *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~~. *Sexual violence* is not specifically defined in VESSA. While the law applies to all school districts (820 ILCS 180/10(10)), the number of employees determines the number of total workweeks of leave available during any 12-month period (820 ILCS 180/20(a)(2)). The term *employee* includes part-time workers. The Ill. Dept. of Labor must furnish to all employers a notice summarizing the law's requirements (*Your Rights Under Illinois Employment Laws* at: https://labor.illinois.gov/employers/posters.html. All districts must post this notice in a conspicuous place where notices to employees are customarily posted.

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total of 12 work weeks of unpaid leave during any 12-month period.[23] 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.). [24]

Leaves to Serve as an Officer, Trustee, or Representative of a Specific Organization

Upon request, the Board will grant: (1) an unpaid leave of absence to an elected officer of a State or national teacher organization that represents teachers in collective bargaining negotiations,[25] (2) up to 20~~twenty~~ days of paid leave of absence per year to a trustee of the Teachers' Retirement System in accordance with 105 ILCS 5/24-6.3,[26] (3) a paid leave of absence for the local association president of a State teacher association that is an exclusive bargaining agent in the District, or his or her designee, to attend meetings, workshops, or seminars as described in 105 ILCS 5/24-6.2,[27] and (4) up to 10 days of paid leave per school term for teachers elected to represent a statewide teacher association in federal advocacy work in accordance with 105 ILCS 5/24-3.5. [28]

COVID-19 Paid Administrative Leave [29]

When applicable, paid administrative leave related to COVID-19 will be granted to eligible employees in accordance with State law.

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[23] If the district employs fewer than 50 employees, it may substitute the following sentence: "Accordingly, if the District employs at least 15 but not more than 49 employees, and subject to any exceptions in VESSA, an employee is entitled to a total of eight work weeks of unpaid leave during any 12-month period." 820 ILCS 180/20(a)(2), amended by P.A. 103-314~~, eff. 1-1-24~~.

If the district employs at least one but not more than 14 employees, it may substitute the following sentence: "Accordingly, if the District employs at least one but not more than 14 employees, and subject to any exceptions in VESSA, an employee is entitled to a total four (4) work weeks of leave during any 12-month period." Id.

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

[24] VESSA states that an employee does not have a right to take unpaid leave that exceeds the unpaid leave time allowed under the FMLA. 820 ILCS 180/20(a)(2). Section 25 creates an ambiguity by stating, "[t]he employer may not require the employee to substitute available paid or unpaid leave for [leave available to victims of domestic violence, sexual violence, or gender violence]," 820 ILCS 180/25~~, amended by P.A. 102-487~~. Contact the board attorney for advice about resolving this ambiguity.

[25] Required by 105 ILCS 5/24-13.

[26] Required by 105 ILCS 5/24-6.3(a). See sample policy 5:330, *Sick Days, Vacation, Holidays, and Leaves*, for the leave for an elected trustee for the Ill. Municipal Retirement Fund.

[27] Required by 105 ILCS 5/24-6.2.

[28] 105 ILCS 5/24-3.5, added by P.A. 103-308~~, eff. 1-1-24~~. The statewide teacher association is required to reimburse a district for substitute teaching costs incurred due to the teacher's absence. Id.

[29] 105 ILCS 5/10-20.83~~, added by P.A. 102-697~~. Whether some or all of the COVID-19 related reasons listed in 105 ILCS 5/10-20.83(b) and (c) apply will depend upon current health guidance and/or rules. The law prohibits districts from rescinding the paid leave if the definition of "fully vaccinated against COVID-19" is later updated by the CDC or IDPH to include recommended booster doses. Id.

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Family Neonatal Intensive Care Leave [30]

An unpaid leave from work is available to any staff member whose child[31] is a patient in a neonatal intensive care unit (NICU) in accordance with the requirements of the Family Neonatal Intensive Care Leave Act. If the District employs at least 51 employees, an employee is entitled to a total of 20 days of unpaid leave while a child of the employee is a patient in a NICU.[32] The District may require reasonable verification of the employee's child's length of stay in a NICU. [33]

LEGAL REF.: 105 ILCS 5/10-20.83, 5/24-6, 5/24-6.1, 5/24-6.2, 5/24-6.3, 5/24-13, and 5/24-13.1.
10 ILCS 5/13-2.5, Election Code.
330 ILCS 61/, Service Member Employment and Reemployment Rights Act.
820 ILCS 147/, School Visitation Rights Act.
820 ILCS 154/, Family Bereavement Leave Act.
820 ILCS 156/, Child Extended Bereavement Leave Act.
820 ILCS 157/, Family Neonatal Intensive Care Leave Act.
820 ILCS 180/, Victims' Economic Security and Safety Act.

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

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Consult the board attorney for guidance about whether the board must accommodate an employee's religion or disability by exempting the employee from the COVID-19 vaccination prerequisite in 105 ILCS 5/10-20.83~~, added by P.A. 102-697~~, and/or if the board and union may agree that this leave will extend to all unvaccinated employees. Title VII of the Civil Rights Act of 1964 requires employers to accommodate an employee's sincere religious objection to an employer vaccination requirement unless doing so would be an "undue hardship" on the employer. 42 U.S.C §2000e(j). Similarly, the Americans with Disabilities Act requires an employer to exempt an employee with a disability (including pregnancy-related disability) from a safety-related standard, such as a vaccination requirement, unless the employee poses a *direct threat* to the health or safety of the employee or others while on the job. 29 C.F.R. §1630.2(r). See also the U.S. Equal Employment Opportunity Commission guidance document, *What You Should Know About COVID-19 and the ADA, the Rehabilitation Act, and Other EEO Laws*, at: www.eeoc.gov/wysk/what-you-should-know-about-covid-19-and-ada-rehabilitation-act-and-other-eeo-laws.

[30] 820 ILCS 157/, added by P.A. 104-259, eff. 6-1-26. This leave is separate from FMLA leave, and an employer must allow the employee to take the leave in addition to FMLA leave. The term *employee* includes part-time workers.

[31] *Child* means an employee's son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

[32] A district that employs 15 or fewer employees is not subject to the requirements of 820 ILCS 157/. A district that employs 50 or fewer employees may substitute the following sentence: "If the District employs at least 16 but not more than 50 employees, an employee is entitled to a total 10 days of unpaid leave while a child of the employee is a patient in a NICU." 820 ILCS 157/10, added by P.A. 104-259, eff. 6-1-26.

[33] An employer may not request confidential information protected by the Health Insurance Portability and Accountability Act or other law when asking for reasonable verification. Consult the board attorney for guidance on acceptable forms of verification.

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Educational Support Personnel

Sick Days, Vacation, Holidays, and Leaves [1]

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

Sick and Bereavement Leave [2]

Full or part-time educational support personnel who work at least 600 hours per year receive 10 paid sick leave days per year. Part-time employees will receive sick leave pay equivalent to their regular

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[1] State or federal law controls this policy's content. This policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right.

This policy is consistent with the minimum requirements of State law. The local collective bargaining agreement may contain provisions that exceed these requirements. The introductory paragraph recognizes that an applicable collective bargaining agreement or individual employment contract will supersede a conflicting provision of the policy. Alternatively, if the policy's subject matter is superseded by a bargaining agreement, the board policy may state, "Please refer to the applicable collective bargaining agreement."

Districts must coordinate leaves provided by State law and the local bargaining agreement with the leave granted by the Family and Medical Leave Act (FMLA) (29 U.S.C. §2612), amended by Sec. 565 of the National Defense Authorization Act for Fiscal Year 2010 (Pub. L. 111-84). The FMLA grants eligible employees 12 weeks unpaid leave each year for: (1) the birth and first-year care of a child; (2) the adoption or foster placement of a child; (3) the serious health condition of an employee's spouse, parent, or child; (4) the employee's own serious health condition; (5) the existence of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on (or has been notified of an impending call to) *covered active duty* in the Armed Forces; and (6) to care for the employee's spouse, child, parent, or next of kin who is a covered service member with a serious injury or illness. The definition of *covered servicemember* includes a veteran "who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness" if the veteran was a member of the Armed Forces "at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy." 29 U.S.C. §2611(15). Districts are permitted to count paid leave (granted by State law or board policy) taken for an FMLA purpose against an employee's FMLA entitlement. 29 C.F.R. §825.207. See sample policy 5:185, *Family and Medical Leave*.

~~A plethora of~~Many State laws grant leaves to employees of the State and municipalities, but are not applicable to school districts, including the Employee Blood and Organ Donation Leave Act (820 ILCS 149/), Local Government Disaster Service Volunteer Act (50 ILCS 122/), Organ Donor Leave Act (5 ILCS 327/), Civil Air Patrol Leave Act (820 ILCS 148/), and Paid Leave for All Workers Act (820 ILCS 192/). See sample policy 5:185, *Family and Medical Leave*, for a discussion of the Military Leave Act (820 ILCS 151/) and its applicability to school districts.

[2] This section contains the minimum benefits provided by 105 ILCS 5/24-6~~, amended by P.A. 102-275, 102-697, and 102-866~~. Each specified number of days in this section is the statutory minimum. The School Code does not address whether an employee's 10 paid sick leave days are available upon employment, accrued over months, or after working for a certain period of time, e.g., one year. Also be aware that the Employee Sick Leave Act (ESLA) (820 ILCS 191/~~, amended by P.A 102-4~~) allows employees to use employer-provided sick leave due to illness, injury, medical appointment, or *personal care* of a *covered family member*. See sample policy 5:250, *Leaves of Absence*, at f/n 2 for more information about the scope and application of the ESLA. Leave may be taken under the same terms for which the employee would be permitted to take leave for his or her own illness or injury.

Before adopting this policy or applying its provisions, the district should examine any applicable bargaining agreements. Strict accounting of unused sick days is important to avoid:

1. Employees accumulating sick time on a full-time basis when they are truly working part-time hours;

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workday. Unused sick leave shall accumulate to a maximum of 180 days, including the leave of the current year. [3]

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

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

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

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2. Inconsistent treatment; and
3. Inaccurate reporting to IMRF (credit is given for full day unused sick days upon retirement). 40 ILCS 5/7-139(a)(8).

105 ILCS 5/24-6, amended by P.A.s 102-275, 102-697, and 102-866, required districts to return any sick leave days used by educational support personnel for a qualifying COVID-19 related reason during the 2021-2022 school year, provided the employee was "fully vaccinated against COVID-19" by 5-10-22. See sample policy 5:250, *Leaves of Absence*, at f/n 2, for more information.

[3] As this policy is consistent with the minimum requirements of State law, this provision on the maximum number of sick days that may be accumulated is based on the minimum number required as stated in 105 ILCS 5/24-6, amended by P.A.s 102-275, 102-697, and 102-866. The number may be increased to meet or exceed the number IMRF will recognize for retirement credit purposes. The following alternative does this: "Unused sick leave shall accumulate to the maximum number of days that IMRF will recognize for retirement credit purposes."

The following optional provisions apply to boards that want to address the IMRF's requirement that public bodies must have a written plan allowing eligible employees to convert their eligible accumulated sick leave to service credit upon their retirement. See 40 ILCS 5/7-139(a)(8). See also IMRF General Memorandum #555 at: www.imrf.org/en/publications-and-archive/general-memos/2007-general-memos/general-memo-555.

Option 1: No collective bargaining agreement applies and the board wants to publicize its written plan. Insert the following sentence: 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 Ill. Municipal Retirement Fund.

Option 2: A local collective bargaining agreement contains the written plan and the board wants to publicize it. Insert the following sentence: Please refer to the applicable collective bargaining agreement(s) for the District's written plan allowing eligible employees to convert eligible accumulated sick leave to service credit upon an employee's retirement under the Ill. Municipal Retirement Fund.

Option 3: A district maintains two separate sick leave plans, one for employees under a collective bargaining agreement, and one for non-unionized employees. Insert the text for both Option 1 and Option 2.

Note: If Options 1, 2, or 3 are chosen, add 40 ILCS 5/7-139 to the Legal References. If the board does not have a written sick leave plan for purposes of IMRF sick leave to service credit conversion or does not wish to include it in the policy, do not include any of the options above or add the citation to the Legal References.

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condition of paying sick leave beyond the 30 working school days, the Board or the Superintendent may require medical certification. [4]

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need to foster care. Such leave is limited to 30 days, unless a longer leave is provided in an applicable collective bargaining agreement, and need not be used consecutively once the formal adoption or foster care process is underway. The Board or Superintendent may require that the employee provide evidence that the formal adoption or foster care process is underway. [5]

Vacation [6]

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

Length of Employment		Earned Per Month~~ly~~ Accumulation	Maximum Vacation Leave Earned Per Year
From:	To:		
Beginning of year 2	End of year 5	0.83 Days	10 Days per year
Beginning of year 6	End of year 15	1.25 Days	15 Days per year
Beginning of year 16	End of year	1.67 Days	20 Days per year

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

Vacation days earned in one fiscal year must be used by the end of the following fiscal year; they do not accumulate. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation. [7]

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[4] 105 ILCS 5/24-6~~, amended by P.A.s 102-275, 102-697, and 102-866~~.

[5] 105 ILCS 5/24-6~~, amended by P.A.s 102-275, 102-697, and 102-866~~.

[6] State law does not require districts to give employees vacations. This subhead should be customized based on local needs and conditions and in consultation with the board attorney. For example, some districts may wish to attract or retain employees by offering vacation during the first year of employment and/or by making vacation days available for use on the first day of employment, earned evenly throughout the year.

[7] Required by 820 ILCS 115/5 and 56 Ill.Admin.Code §300.520 (Earned Vacations).

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Holidays [8]

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
Martin Luther King Jr.'s Birthday
Abraham Lincoln's Birthday
Casimir Pulaski's Birthday
Memorial Day
Juneteenth National Freedom Day
Independence Day
Labor Day
Columbus Day
Veterans Day
~~2024~~ General Election Day, when required by law
Thanksgiving Day
Christmas Day

A holiday will not cause a deduction from an employee's time or compensation.[9] 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 [10]

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

1. Except in cases of emergency or unavoidable situations, a personal leave request should be submitted to the Building Principal three days before the requested date.
2. No personal leave day may be used immediately before or immediately after a holiday, or during the first and/or last five days of the school year, unless the Superintendent grants prior approval.

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[8] Holidays are listed in 105 ILCS 5/24-2(a), (e), amended by P.A.~~s 102-14, 102-15, 102-334, 103-395, eff. 1-1-24, and~~ 103-467~~; 10 ILCS 5/1-24, added by P.A. 103-467 and scheduled to be repealed on 1-1-25~~. For information on the waiver process allowed by 105 ILCS 5/24-2(b), see sample exhibit 2:20-E, *Waiver and Modification Request Resource Guide*. The General Assembly passed legislation adding General Election Day as a school holiday for 2020, 2022, and 2024. Language referring to a General Election holiday when required by law is maintained in this policy should this practice continue. Holidays not specified in the School or Election Codes may be added to the policy; however, boards adding additional holidays should monitor and review to ensure the list remains current.

A State-mandated school holiday on Good Friday is unconstitutional according to Metzl v. Leininger, 57 F.3d 618 (7th Cir. 1995). Closing school on religious holidays may be permissible for those districts able to demonstrate that remaining open would be a waste of educational resources because of widespread absenteeism. Also, districts may be able to close school on Good Friday by adopting a spring holiday rationale or ensuring that it falls within spring break. School districts should discuss their options, including the collective bargaining implications, with their board attorney.

~~For more information about 2024 Election Day, see the discussion in f/n 4 in sample policy 5:200, *Terms and Conditions of Employment and Dismissal*. 2020 Election Day and 2022 Election Day remain holidays listed in 105 ILCS 5/24-2(e), amended by P.A.s 102-15 and 103-467, but no longer appear in this policy.~~

[9] 105 ILCS 5/24-2(a), amended by P.A. 103-395, states that "[n]o deduction shall be made from the time or compensation of a school employee, including an educational support personnel employee, on account of any legal or special holiday in which that employee would have otherwise been scheduled to work but for the legal or special holiday." This language has caused confusion and disputes in the field. Some unions have claimed this language means educational school personnel must be paid for holidays, in addition to the days worked in the regular work year. Consult the board attorney for guidance.

[10] State law does not address personal leave. It is not uncommon for boards to grant educational support personnel the same number of personal leave days as are granted to professional staff.

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3. Personal leave may not be used in increments of less than one-half day.
4. Personal leave is subject to any necessary replacement's availability.
5. Personal leave may not be used on an in-service training day and/or institute training days.
6. Personal leave may not be used when the employee's absence would create an undue hardship.

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

Upon request, the Board will grant 20 days of paid leave of absence per year to a trustee of the Ill. Municipal Retirement Fund in accordance with State law. [11]

Other Leaves

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

1. Leave for Service in the Military. [12]
2. Leave for Service in the General Assembly. [13]
3. School Visitation Leave. [14]
4. Leaves for Victims of Domestic Violence, Sexual Violence, Gender Violence, or Other Crime of Violence. [15]
5. Family Bereavement Leave. [16]
6. Child Extended Bereavement Leave. [17]
7. Leave to serve as an election judge. [18]
8. COVID-19 Paid Administrative Leave. [19]
~~8.~~9. Family Neonatal Intensive Care Leave. [20]

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[11] Required by 105 ILCS 5/24-6.3(b) and 40 ILCS 5/7-174.5~~, added by P.A. 102-943~~. A similar leave exists for an elected trustee for the Ill. Teachers' Retirement System. See sample policy 5:250, *Leaves of Absence*.

[12] Military leave is governed by the School Code (105 ILCS 5/10-20.7b, 5/24-13, and 13.1); the Service Member Employment and Reemployment Rights Act (330 ILCS 61/, streamlining several job-related protection laws into one statute, mandating leave for *active service* and requiring the public employer to make up the difference between military pay and regular compensation); and the Uniformed Services Employment and Reemployment Rights Act (38 U.S.C. §4301 et seq.).

[13] Granting General Assembly leave to ESPs is optional.

[14] 820 ILCS 147/. See sample policy 5:250, *Leaves of Absence*, and 5:250-AP, *School Visitation Leave*.

[15] Required by Victims' Economic Security and Safety Act (820 ILCS 180/, amended by P.A.~~s 102-487, 102-890, and~~ 103-314) and 56 Ill.Admin.Code Part 280. Important information about this leave is discussed in f/ns 22, 23 and 24 of sample policy 5:250, *Leaves of Absence*.

[16] 820 ILCS 154/~~, amended by P.A. 102-1050~~; 56 Ill.Admin.Code Part 252. Important information about this leave is discussed in f/n 5 of sample policy 5:250, *Leaves of Absence*.

[17] 820 ILCS 156/, added by P.A. 103-466. Delete this item and the Legal Reference to 820 ILCS 156/, Child Extended Bereavement Leave Act, if the district has fewer than 50 full-time employees. ~~If the district has fewer than 50 full-time employees.~~ See sample policy 5:250, *Leaves of Absence*, and its f/ns 6 and 7 for important information about this leave.

[18] 10 ILCS 5/13-2.5.

[19] 105 ILCS 5/10-20.83~~, added by P.A. 102-697~~. See sample policy 5:250, *Leaves of Absence*, and its f/n 2~~9~~6 for important information about this leave.

[20] 820 ILCS 157/, added by P.A. 104-259, eff. 6-1-26. See sample policy 5:250, *Leaves of Absence*, and its f/ns 30-33 for important information about this leave.

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LEGAL REF.: 105 ILCS 5/10-20.7b, 5/10-20.83, 5/24-2, 5/24-6, and 5/24-6.3.
10 ILCS 5/13-2.5, Election Code.
330 ILCS 61/, Service Member Employment and Reemployment Rights Act.
820 ILCS 147/, School Visitation Rights Act.
820 ILCS 154/, Family Bereavement Leave Act.
820 ILCS 156/, Child Extended Bereavement Leave Act.
820 ILCS 157/, Family Neonatal Intensive Care Leave Act.
820 ILCS 180/, Victims' Economic Security and Safety Act.
School Dist. 151 v. ISBE, 154 Ill.App.3d 375 (1st Dist. 1987); Elder v. Sch. Dist. No.127 1/2, 60 Ill.App.2d 56 (1st Dist. 1965).

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

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Instruction

School Wellness [1]

Student wellness, including good nutrition and physical activity, shall be promoted in the District's educational program, school-based activities, and meal programs.[2] 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). [3]

The Superintendent will ensure: [4]

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[1] State or federal law requires this subject matter to be covered in policy and controls its content. The federal Child Nutrition and WIC Reauthorization Act of 2004 (Child Nutrition Act) (Pub. L. 108-265) requires school districts participating in a program authorized by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. §1751 et seq.) or the Child Nutrition Act to have a school wellness policy. Pub. L. 108-265, Sec. 204. State law required the Ill. State Board of Education (ISBE) to "establish a State goal that all school districts have a wellness policy." 105 ILCS 5/2-3.139(a). ISBE complied in October 2007 by "instruct[ing] all public school districts to establish a School Wellness Policy." The federal and State laws list mandatory topics for the policy. The second sentence of this policy should be deleted if the district does not participate in the NSLA or the Child Nutrition Act.

See ISBE's numerous resources at: www.isbe.net/Pages/Nutrition-and-Wellness.aspx and www.isbe.net/Pages/Local-School-Nutrition-Wellness-Policy.aspx. Action for Healthy Kids is a national organization dedicated to overcoming the "epidemic of overweight, undernourished and sedentary youth by focusing on changes in schools;" see its resources at: www.actionforhealthykids.org/.

This sample policy seeks to be both legally compliant and consistent with good governance principles. Both federal and State laws allow each school district to determine how the required topics are addressed. Good governance principles suggest that the board should establish goals with community and stakeholder input. The administration should determine how to achieve the goals. The board should monitor this policy by requesting and reviewing periodic implementation data.

~~The Ill. Dept. of Agriculture and ISBE are directed to create the Farm Fresh Schools Program. 105 ILCS 124/, Farm Fresh Schools Program Act; 30 ILCS 105/5.728, Farm Fresh Schools Program Fund. They are also directed to administer a grant program to further the Program's intent of "reduc[ing] obesity and improve[ing] nutrition and public health, as well as strengthen[ing] local agricultural economies by increasing access to and promoting the consumption of locally grown fruits and vegetables in schools and increasing physical activities and programs that promote pupil wellness." 105 ILCS 124/10.~~

[2] 7 C.F.R. §210.31(a) and (c)(1). The law requires that local school wellness policies include specific goals for nutrition promotion and education, physical activity, and school-based activities. Federal law requires consideration of evidence-based strategies and techniques when implementing school-based activities. See ISBE's *Local Wellness Policy ~~Content Checklist~~Fact Sheet* at: ~~www.isbe.net/Documents/Local-Wellness-Policy-Content-Checklist.pdf~~www.isbe.net/Pages/Local-School-Nutrition-Wellness-Policy.aspx.

For boards that need technical assistance, see:

1. The U.S. Dept. of Agriculture (USDA) at: www.fns.usda.gov/tn/local-school-wellness-policy; and
2. The Alliance for a Healthier Generation (AHG) at: www.healthiergeneration.org/.

[3] Pub. L. 111-296, Healthy Hunger-Free Kids Act of 2010 (HHFKA); 42 U.S.C. §1758b (local school wellness policy); 7 C.F.R. §§210.10 (meal requirements for lunches and requirements for after-school snacks) and 210.31(a) (local school wellness policy).

[4] Id.; 7 C.F.R. §210.31(c)(4) (identification of school official responsible for implementation of the policy), §210.31 (d)(2) (informing the public about the policy and making it available on an annual basis), §210.31 (d)(3) (informing the public of the progress toward meeting the goals of the policy by making triennial assessments available), and §210.31(e) (policy implementation, assessments, and updates). See also f/n 20, below.

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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[5]; and
3. The community is informed about the progress of this policy's implementation.

Goals for Nutrition Education and Nutrition Promotion [6]

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*. [7]

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This sample policy identifies the superintendent as the school official responsible to ensure compliance and oversee the policy. When the rules require specific identification of a school official, the policy does not include the delegation language *or designee*. **[School boards] must identify the [school official(s)] responsible for oversight of [its wellness policy] to ensure compliance. [Boards] have discretion and are the most qualified to identify the best candidate for [their wellness] policy leadership as size, resources, and needs vary greatly among [school districts].** See Federal Register Vol. 81, No. 146 at 50155 at: www.gpo.gov/fdsys/pkg/FR-2016-07-29/pdf/2016-17230.pdf.

For boards that wish to identify a school official other than the superintendent, delete ~~Superintendent~~ and replace it with the responsible school official's title.

The intent of the rule is that schools "notify households on an annual basis of the availability of the local school wellness policy information and provide information that would enable *interested households* to obtain additional details." Fed. Reg. Vol. 81, No. 146 at 50160. However, the rule states, "[i]nform the *public* about the content and implementation of the local school wellness policy, and make the policy and any updates to the policy available to the public on an annual basis."

To achieve the intent of this requirement, the regulations suggest several methods for districts, which include a common method many districts likely already use: post the policy on the websites for the *public*, and use the student handbook to distribute important information to *interested households*.

[5] For boards that distribute their wellness policies via student handbooks and want to list that in the text of their policies, insert "and distributed to students and their parents/guardians through student handbooks". For sample handbook language, see the Illinois Principals Association *Online Model Student Handbook (MSH)* at: www.ilprincipals.org/msh/.

[6] Goals for nutrition education and nutrition promotion are required topics, but the local board may determine what goals are appropriate. Pub. L. 108-265, Sec. 204(a)(1) and Pub. L. 111-296; 42 USC §1758b(b)(1); 105 ILCS 5/2-3.139(a)(2); and 7 C.F.R. §210.31(c)(1). Replace this policy's text with a board's own locally developed nutritional education and promotion goals.

Nutrition promotion, required by Pub. L. 111-296, is not well-described or defined. The Food Nutrition Service (FNS) describes *nutrition promotion* more clearly in its technical assistance materials and the proposed 7 C.F.R. Part 210 rules (Fed. Reg. Vol. 79, No. 38 at 10695), dated Feb. 26, 2014, which state, "… evidence based techniques and scientifically-based nutrition messages targeted to a specific audience to inspire and motivate them to take action and use these techniques and messages to create environments and food service venues (classroom, cafeteria, à~~a~~ la carte, vending machines, school stores, snack bars, fundraisers, home, etc.) that encourage healthy nutrition choices, as well as enhance and encourage participation in school meal programs."

More specific materials about nutrition education and promotion, including songs, games, posters, videos, event-planning booklets, wellness communication toolkits, school garden activities, and a graphics library, have also been developed by the FNS' Team Nutrition at: www.fns.usda.gov/tn/team-nutrition ~~www.fns.usda.gov/tn/resource-library~~.

Technical assistance for:

Nutritional promotion at: www.fns.usda.gov/tn/local-school-wellness-policy.

Goals development for and implementation of nutrition education and promotion are available from AHG at: www.healthiergeneration.org/.

[7] 105 ILCS 5/27-215(a)(1)~~10/3~~, added by P.A. 104-391, and 23 Ill.Admin.Code §1.420(n).

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Goals for Physical Activity [8]

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 7:260, *Exemption from Physical Education*. [9]
- 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* and 7:260, *Exemption from Physical Education*. [10]
- The curriculum will be consistent with and incorporate relevant *Illinois Learning Standards for Physical Development and Health* as established by the Ill. State Board of Education (ISBE). [11]

Goals for Other School-Based Activities [12]

The goals for school-based activities include the following:

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

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[8] This is a required topic, but the local board may determine what goals are appropriate. 105 ILCS 5/2-3.139(a)(2); 42 USC §1758b(b)(1); and 7 C.F.R. §210.31(a) and (c)(1).

[9] 105 ILCS 5/27-705 and 27-7106, ~~amended by P.A. 102-405~~amended and renumbered by P.A. 104-391; 23 Ill.Admin.Code §1.425. See also f/n 32~~1~~ in sample policy 6:60, *Curriculum Content*. For standards-based lesson plans and curricula for pre-kindergarten through grade 8, classroom-based lesson plans, recipes, guidance to improve the quality of school meals, and other materials for nutrition education and promotion, including songs, games, posters, videos, event-planning booklets, wellness communication toolkits, school garden activities, and a graphics library, see the resources developed by the FNS' Team Nutrition at: www.fns.usda.gov/tn/team-nutrition~~www.fns.usda.gov/tn/resource-library~~.

[10] Id. This policy'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. Ensure the text in this policy's goal aligns with the district's practice stated in policy 6:60, *Curriculum Content*, for meeting the minimum requirements of 23 Ill.Admin.Code §1.425(b).

[11] Schools must "set student learning objectives which meet or exceed goals established by the State." 105 ILCS 5/2-3.63. The *Learning Standards* can be found on ISBE's website at: www.isbe.net/Pages/Standards-Courses.aspx. See State goals 19-24 for physical education and health at: www.isbe.net/Documents/Goals-19-24-and-Perf-Descrip.pdf.

105 ILCS 5/27-7206.5, renumbered by P.A. 104-391, describes physical fitness assessments required~~, beginning with the 2016-17 school year and every school year thereafter,~~ for grades 3-12 in an effort to meet State Goal 20 of the *Illinois Learning Standards for Physical Development and Health*. See also 23 Ill.Admin.Code §1.425(f) and (h); ISBE's *IL Fitness Assessments and Data Reporting Requirements Questions and Answers (Rev. ~~Sept~~Nov. 2025~~1~~)* at: www.isbe.net/Documents/Physical_Fitness_Assessment_FAQ.pdf.

[12] This is a required topic, but the local board may determine what goals are appropriate. 42 USC §1758b(b)(1); 7 C.F.R. §210.31(c)(1). The third sample goal comes from ISBE's *Local Wellness Policy Template for Schools*, which was formerly available ~~at: www.isbe.net/Pages/Local-School-Nutrition-Wellness-Policy.aspx~~on ISBE's website.

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Nutrition Guidelines for Foods Available During the School Day; Marketing Prohibited [13]

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). [14]

In addition, in order to promote student health and reduce childhood obesity,[15] 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. [16]

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. [17]

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[13] The policy must include the nutrition guidelines selected by the board for "all foods available during the school day with the objective of promoting student health and reducing childhood obesity." Pub. L. 108-265, Sec. 204(a)(2); 105 ILCS 5/2-3.139(a)(1); and 7 C.F.R. §§210.10 and 210.31(a), (c)(2), and (c)(3)(i)-(iv). 42 U.S.C. 1758b(b)(2)(A) requires that each local school wellness policy include nutrition guidelines for all foods and beverages available for sale on the school campus during the school day to ensure they are consistent with the statutory and regulatory provisions governing school meals (7 C.F.R. §§210.10, 220.8 and 220.10) and competitive foods (7 C.F.R. §210.11) as applicable.

Prior to July 2016 when 7 C.F.R. § 210.10 and 7 C.F.R § 210.31(c) (respectively) became effective, the current *Dietary Guidelines for Americans* published jointly by the U.S. Depts. of Health and Human Services and Agriculture (USDA) were used as nutrition guidelines.

[14] 7 C.F.R. §§210.10 (meal requirements for lunches and requirements for afterschool snacks); 210.11(c) (general nutrition standards for competitive food, i.e., *Smart Snacks*); and 210.31(a) and (c) (encompassing all other nutrition requirements, including foods not sold to students during the school day (classroom parties)).

[15] 7 C.F.R.§210.31(c)(3)(iv).

[16] 7 C.F.R. §§210.11(a)(2) and 210.31(c)(3)(iii); 23 Ill. Admin. Code §305.5. For a definition of *competitive foods*, see sample administrative procedure 4:120-AP, *Food Services; Competitive Foods; Exemptions*.

[17] 7 C.F.R. §210.31(c)(2). This sample policy does not apply competitive food standards to foods not sold in schools; i.e., foods that students bring into the school from home, etc.

The final [federal] rule does not require that local school wellness policy standards for *foods provided in schools during the school day but not available for sale* conform to the school meal requirements or the competitive foods standards. In fact, the preamble to the final rule reiterates this saying, "[a]gain, it should be noted that with regard to foods provided, but not sold, in schools, local jurisdictions have the discretion to adopt standards that conform to [the competitive food standards] or to adopt more or less stringent standards." Similarly, the preamble to the final rule clearly states the rule does not require school boards to address standards for food brought from home for individual consumption. See Federal Register Vol. 81, No. 146 at 50158 at: www.gpo.gov/fdsys/pkg/FR-2016-07-29/pdf/2016-17230.pdf. Emphasis added.

This sample policy adopts less stringent standards for foods not sold in schools. For boards that wish to adopt standards that conform to the competitive food standards or apply even more stringent standards to foods available, but not sold during the school day, delete the last sentence of this **Nutrition Guidelines for Foods Available During the School Day; Marketing Prohibited** subhead: ~~*Competitive foods* standards do not apply to foods and beverages available, but not sold in school during the school day; e.g., foods for classroom parties, school celebrations, and reward incentives.~~ and choose one of the following sentences to replace it:

Option 1: The District applies competitive foods standards listed in Board policy 4:120, *Food Services*, to foods available, but not sold, in schools.

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Exempted Fundraising Day (EFD) Requests [18]

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.

The Superintendent or designee in a participating school may grant an EFD for grades 9 through 12 in participating schools. To request an EFD and learn more about the District's related procedure(s), contact the Superintendent or designee. The District's procedures are subject to change. The number of EFDs for grades 9 through 12 in participating schools is set by ISBE rule.

Guidelines for Reimbursable School Meals [19]

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. [20]

Unused Food Sharing Plan [21]

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. [22]
2. Implement the Plan throughout the District.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

Option 2: The District applies more stringent standards than the competitive foods standards to foods available, but not sold, in schools. These include [list the chosen standards to foods available, but not sold, in schools].

The AHG encourages school officials to consider prohibiting foods as a reward and using the *Smart Snacks* standards for foods available, but not sold during the school day. However, enforcing such standards against students who are sent to school with snacks from their parents/guardians is difficult and may be considered overreach. Further, such a standard may open the district to challenges. Consult the board attorney about enforcement of standards that meet the *competitive foods* standards – or even more stringent standards – upon foods available, but not sold during the school day, i.e., choosing Options 1 or 2, above.

[18] Required by 23 Ill.Admin.Code §305.15(c)(2), 7 C.F.R. §§210.11(b)(4)~~,~~ and (c)(2) and 210.3~~10~~(c)(~~32~~) for participating schools that want to grant EFDs.

For elementary districts, delete these sentences: ~~The Superintendent or designee in a participating school may grant an EFD for grades 9 through 12 in participating schools. To request an EFD and learn more about the District's related procedure(s), contact the Superintendent or designee. The District's procedures are subject to change. The number of EFDs for grades 9 through 12 in participating schools is set by ISBE rule.~~

For high school districts, delete this sentence: ~~EFDs are prohibited for grades eight and below in participating schools.~~

Detailed procedures are subject to change and are too complicated for policy text. This policy seeks to balance the requirement to include procedures in the policy for requesting an EFD by providing information about the initial steps and directing the superintendent or designee to inform the requestor of the current procedure. For a list of the number of available EFDs and a more detailed sample step-by-step procedure to request them, see sample administrative procedure 4:120-AP, *Food Services; Competitive Foods; Exemptions*.

[19] Inclusion in the policy is required for only those districts that participate in a program authorized by the NSLA or the Child Nutrition Act.

[20] Child Nutrition Act of 1966 (42 U.S.C. §1771 et seq.) and NSLA (42 U.S.C. §1758).

[21] 105 ILCS 5/2-3.189~~, added by P.A. 102-359 and renumbered by P.A. 102-813~~.

[22] *Needy students* is not defined by 105 ILCS 5/2-3.189~~, added by P.A. 102-359 and renumbered by P.A. 102-813~~.

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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. [23]
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 [24]

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).[25] 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 [26]

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

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[23] 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 5/2-3.189~~, added by P.A. 102-359 and renumbered by P.A. 102-813~~.

Delete number 3 *only if* the district participates in none of the programs listed.

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.

[24] The policy must establish a plan for measuring implementation of the local wellness policy, including designation of one or more persons within the local educational agency at each school, as appropriate, charged with operational responsibility for ensuring that the school meets the local wellness policy. Pub. L. 108-265, Sec. 204(a)(4); 105 ILCS 5/2-3.139(a)(4); and 7 C.F.R. §210.31(c)(5), (6), and (e)(1). 105 ILCS ~~110/3.5(a)~~5/27-235(a), renumbered by P.A. 104-391, requires ISBE to develop and maintain a nutrition and physical activity best practices database. Materials may be found at: www.isbe.net/Pages/Nutrition-and-Wellness.aspx.

42 U.S.C. §1758b(b)(5)(A) (Pub. L. 111-296) requires the public to receive periodic measures with the listed items. The accepted practice is annual reports. There is very little guidance to assist school districts in complying with this requirement~~, and school districts were expected to be working toward developing a reasonable method to implement this requirement by the end of the 2011-2012 school year~~. Without guidance, to ensure compliance, superintendents should contact their Regional Office of Education or Intermediate Service Center regarding their school districts' efforts to comply with this requirement. ~~A guide~~Guidance to help school districts conduct a triennial~~n~~ evaluation of local wellness policies is available~~, along with more guidance~~ at: https://www.isbe.net/Pages/Local-School-Nutrition-Wellness-Policy.aspx ~~www.fns.usda.gov/tn/local-school-wellness-policy~~.

[25] 7 C.F.R. §210.31(e)(2)(i)-(iii) and (3).

[26] Id. and §210.31(f); see also the Local Records Act, 50 ILCS 205/. It governs retention of district records; its definition of *public record* is narrower than the definition in the Freedom of Information Act. These communications must be retained only when they contain: (1) evidence of the district's organization, function, policies, procedures, or activities, or (2) informational data appropriate for preservation. Consult the board attorney for a more thorough analysis and a legal opinion about how to meet both of the federal records retention requirements discussed in f/n 2~~9~~8, below, and the Local Records Act.

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Community Involvement [27]

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 Board policy 2:140, *Communications To and From the Board* and/or the **Community Engagement** subhead in Board policy 8:10, *Connection with the Community*. [28]

Recordkeeping [29]

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

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[27] A board must establish a plan in its wellness policy for involving parents, students, and representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the public in the development of the school wellness policy. Pub.L. 108-265, Sec. 204(a)(5); 42 U.S.C. §1758b(b)(3) (Pub.L. 111-296); 105 ILCS 5/2-3.139(a)(3); 7 C.F.R. §210.31(c)(5) (requirement to describe involvement plan in policy), and 7 C.F.R. §210.31(d)(1) (requirement to allow certain stakeholders to participate in policy development, etc.).

School districts have discretion in exactly how they implement this requirement, and [e]ach [school district] is best suited to determine the distinctive needs of the community it serves. See Federal Register Vol. 81, No. 146 at 50155 at: www.gpo.gov/fdsys/pkg/FR-2016-07-29/pdf/2016-17230.pdf.

This requirement's awkward wording notwithstanding, a board may take compliance steps by:

Seeking community input or involvement during this policy's adoption and monitoring phases, and inviting suggestions and comments during the public comment portion of board meetings from time to time. This method aligns with sample policies 2:140, *Communications To and From the Board*, and 2:240, *Board Policy Development*.

Establishing a "local school wellness committee." This method is discussed in the preamble to 7 C.F.R. §210.31(d)(1), which suggests "identifying individuals" to serve on a "local school wellness policy committee**." However, the final text of 7 C.F.R. §210.31(d)(1) does not specifically require districts to establish a local school wellness policy committee – only that they "permit [groups listed in the policy above] to participate …."** See also the citation to the Federal Register, in the second paragraph of this f/n, above, discussing policy implementation discretion.

The default text of this policy ~~follows item #1 above and~~ does not establish a local school wellness committee. For a district that wants to appoint or approve a local school wellness committee, add the following optional sentence as the last sentence of this subhead: "As necessary, the Superintendent or designee will convene a Wellness Committee with at least one representative from each of the listed groups." Also list the Wellness Committee in sample administrative procedure 2:150-AP, *Superintendent Committees*. As much of the work of developing a plan to involve local stakeholders is administrative/staff work rather than governance work, best practice is for a Wellness Committee be an administrative committee, but consult the board attorney for guidance. See f/n 3 in sample policy 2:150, *Committees,* for a discussion of Open Meetings Act implications of the Wellness Committee being a board committee.

If a board wants to comply with the USDA's *encouragement* to include Supplemental Nutrition Assistance Program Education (SNAP-ED) coordinators or educators in the group to provide input about the policy, add:

", Supplemental Nutrition Assistance Program Education (SNAP-ED) coordinators, educators" to the end of the first sentence in this subhead, immediately before: ", and community."

[28] If a board has not adopted the **Community Engagement** subhead in policy 8:10, *Connection with the Community*, delete the phrase at the end of the second sentence: "Individuals shall align their suggestions and comments to policy 2:140, *Communications To and From the Board* ~~and/or the **Community Engagement** subhead in policy 8:10, *Connection with the Community*~~."

A board may also choose to post this policy on its website and include it in the student handbook.

[29] 7 C.F.R. §210.31(f). Records must include: (1) the policy; (2) documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public; and (3) documentation of the triennial assessment of the local school wellness policy for each school under its jurisdiction.

See f/n 2~~6~~5, above regarding the Local Records Act and sample administrative procedure 2:250-AP2, *Protocols for Record Preservation and Development of Retention Schedules*.

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LEGAL REF.: Pub. L. 108-265, Sec. 204, Child Nutrition and WIC Reauthorization Act of 2004.
42 U.S.C. §1751 et seq., Richard B. Russell National School Lunch Act.
42 U.S.C. §1758b, Pub. L. 111-296, Healthy, Hunger-Free Kids Act of 2010.
42 U.S.C. §1771 et seq., Child Nutrition Act of 1966.
42 U.S.C. §1779~~, as implemented by;~~ 7 C.F.R. §§210.11 and 210.31.
50 ILCS 205/, Local Records Act.
105 ILCS 5/2-3.139 and 5/2-3.189.
23 Ill.Admin.Code Part 305, Food Program.
ISBE's *School Wellness Policy* Goal, adopted Oct. 2007.

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

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

While 7 C.F.R. §210.31(f) does not require the policy text to state what records must be kept, a board that wants to include that information may insert the following text: "Records must include: (1) this policy; (2) documentation demonstrating compliance with community involvement, including requirements to make the policy and triennial assessments available to the public; and (3) documentation of the triennial assessment of this policy for each school under its jurisdiction."

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Instruction

Student Social and Emotional Development [1]

Social and ~~e~~Emotional ~~l~~Learning (SEL) is defined as the process through which students enhance their ability to integrate thinking, feeling, and behaving to achieve important life tasks. Students competent in SEL are able to recognize and manage their emotions, establish healthy relationships, set positive goals, meet personal and social needs, and make responsible and ethical decisions. [2]

The Superintendent shall incorporate SEL into the District's curriculum and other educational programs consistent with the District's mission and the goals and benchmarks of the Ill. Learning Standards.[3] The Ill. Learning Standards include three goals for students: [4]

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

The incorporation of SEL objectives into the District's curriculum and other educational programs may include but is not limited to: [5]

1. Classroom and school-wide programming to foster a safe, supportive learning environment where students feel respected and valued. This may include incorporating scientifically based, age-~~-~~ and~~-~~ culturally appropriate classroom instruction, and District-wide~~,~~ and school-wide strategies that teach SEL skills, promote optimal mental health, and prevent risk behaviors for all students. [6]

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] State law requires this subject matter be covered by policy~~, and it required districts to submit it to the Ill. State Board of Education (ISBE) once by 8-31-04~~. 405 ILCS 49/15(b).

[2] This text paraphrases the definition in the Ill. Children's Mental Health Partnership's 2005 Strategic Plan for Building a Comprehensive Children's Mental Health System in Illinois, pg. 73, Appendix C, starting at pg. 69. The ~~2023 *Illinois*~~ Children's Mental Health Partnership's ~~A~~annual ~~R~~reports ~~to the Governor is~~ are available at: https://dph.illinois.gov/topics-services/life-stages-populations/maternal-child-family-health-services/child-health/icmhp.html~~www.ilga.gov/reports/ReportsSubmitted/4592RSGAEmail9699RSGAAttachICMHP%202023%20Annual%20Report.pdf~~.

[3] Required by the Children's Mental Health Act, 405 ILCS 49/1 et seq~~, amended by P.A.s 102-899 and 102-1034~~. ISBE incorporated social and emotional development standards into the Ill. Learning Standards. For more information see: www.isbe.net/sel. School social workers may implement a continuum of social and emotional education programs and services in accordance with students' needs. 405 ILCS 49/15(b).

[4] The goals, along with their benchmarks, performance descriptors and indicators are available at the link in f/n 3, above.

[5] The objectives are a matter of local school board discretion. A board may replace the sample objectives with its own local objectives. This sample policy lists the ISBE's SEL goals found on ISBE's website, cited in f/n 3, above.

[6] 20 ILCS 1705/76 requires the Ill. Dept. of Human Services (IDHS) to create and maintain an online ~~*Mental Health Database and Resource*~~ mental health database and resource page on its website with mental health resources to: (1) assist school social workers, school counselors, parents, teachers, and school support personnel with the goal of connecting them with mental health resources related to bullying and school shootings; and (2) encourage information sharing among educational administrators, school security personnel, and school resource officers. See the IDHS *School Based Mental Health ~~d~~Database* at: www.dhs.state.il.us/page.aspx?item=118331.

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2. Ongoing Sstaff professional development and trainingsupport to promote students' SEL development. This may include providing all personnel with age-appropriate academic and SEL and how to promote it. [7]
3. Parent/Guardian and family involvement to promote students' SEL development. This may include providing parents/guardians and families with learning opportunities related to the importance of their children's optimal SEL development and ways to enhance it. [8]
4. Community partnerships to promote students' SEL development. This may include establishing partnerships with diverse community agencies and organizations to assure a coordinated approach to addressing children's mental health and SEL development.
5. Early identification and intervention to enhance students' school readiness, academic success, and use of good citizenship skills. This may include development of a system and procedures for periodic and universal screening, assessment, and early intervention for students who have significant risk factors for social, emotional, or mental health conditions that impact learning.[9]
6. Treatment to prevent or minimize mental health conditions in students. This may include building and strengthening referral and follow-up procedures for providing effective clinical services for students with social, emotional, and mental health conditions[10] that impact learning. This may include student and family support services, school-based behavioral health services, and school-community linked services and supports.
7. Assessment and accountability for teaching SEL skills to all students. This may include implementation of a process to assess and report baseline information and ongoing progress about school climate, students' social and emotional development, and academic performance.[11]

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

20 ILCS 1705/76.2, added by P.A. 103-222, requires IDHS to partner with ISBE to provide technical assistance for the provision of mental health care for students during school days.

105 ILCS 5/27-10823.17, added by P.A. 103-764 and renumbered by P.A. 104-391, eff. 1-1-25, allows districts to provide students with at least 20 minutes per week of *relaxation activities* to enhance students' mental and physical health as part of the school day. *Relaxation activities* may include mindful-based movements, yoga, stretching, meditation, breathing exercises, guided relaxation techniques, quiet time, walking, in-person conversation, and other stress-relieving activities. *Relaxation activities* may take place during a P.E. class, social emotional learning class, or student-support or advisory class or as a part of another similar class.

[7] See SEL resources to support instruction of the Ill. Learning Standards at: https://ilclassroomtech.weebly.com/social-emotional-learning.html. See professional development resources at: https://casel.org/state-resource-center/professional-development/#state-resource-center-professional-development.

[8] The Ill. Children's Mental Health Partnership provides resources for youth, caregivers, and professionals. See f/n 2, above.

20 ILCS 1705/11.4, added by P.A. 103-546, requires IDHS to create and maintain an online Ccare Pportal to serve as a central resource for families with children who have significant and complex behavioral health needs. See the care portal, Behavioral Health Care and Ongoing Navigation (BEACON), at: https://beacon.illinois.gov/. IDHS, in coordination with various state agencies, is to develop training and communication for school districts, hospital social workers, and system partners to demonstrate how individuals can assist a family seeking youth behavioral health services.

[9] Information about Early Childhood Mental Health Consultation is available at: www.iecmhc.org/.

[10] 305 ILCS 5/5-5.23(g) created the *Family Support Program* (FSP) in the Ill. Dept. of Healthcare and Family Services. FSP is a restructure of the former Individual Care Grant program. Its purpose is to enable early treatment of youth, emerging adults, and transition-age adults with a serious mental illness or serious emotional disturbance. Eligibility criterion for FSPs are established at 89 Ill. Adm. Code Part 139.

[11] For information on this objective, see ISBE's Comprehensive System of Learning Supports at: www.isbe.net/Pages/Learning-Supports.aspx. Information about school climate is available from ISBE at: www.isbe.net/Pages/School-Climate.aspx.

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LEGAL REF.: ~~Children's Mental Health Act,~~ 405 ILCS 49/, Children's Mental Health Act.

CROSS REF.: 1:30 (School District Philosophy), 6:10 (Educational Philosophy and Objectives), 6:40 (Curriculum Development), 6:60 (Curriculum Content), 6:270 (Guidance and Counseling Program), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:250 (Student Support Services)

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Instruction

Using Animals in the Educational Program [1]

Animals may be brought into school facilities for educational purposes according to procedures developed by the Superintendent assuring: (a) the animal is appropriately housed, humanely cared for, and properly handled, and (b) students will not be exposed to a dangerous animal or an unhealthy environment. [2]

Animal Experiments

Experiments on living animals are prohibited; however, behavior studies that do not impair an animal's health or safety are permissible. [3]

Animal Dissection

The dissection of dead animals or parts of dead animals shall be allowed in the classroom only when the dissection exercise contributes to or is a part of an illustration of pertinent study materials. All dissection of animals shall be confined to the classroom and must comply with the School Code.

Students who object to performing, participating in, or observing the dissection of animals are excused from classroom attendance without penalty during times when such activities are taking place.[4] No student will be penalized or disciplined for refusing to perform, participate in, or observe a dissection. The Superintendent or designee shall inform students of: (1) their right to refrain from performing, participating in, or observing dissection, and (2) which courses contain a dissection unit and which of those courses offers an alternative project. [5]

LEGAL REF.: 105 ILCS 5/2-3.122 ~~and~~, 5/27-265~~14, and 112~~/.
105 ILCS 5/112, Dissection Alternatives Act.

CROSS REF.: 6:40 (Curriculum Development)

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] State or federal law controls this policy's content.

[2] This paragraph is optional and is not controlled by State or federal statute or rule.

[3] This sentence's first clause is required by 105 ILCS 5/27-265~~14~~, renumbered by P.A. 104-391; the clause after the semi-colon is a reasonable interpretation that will allow the use of mouse-mazes.

[4] 105 ILCS 112/25 prohibits schools from penalizing a student who refuses to perform, participate in, or observe dissection.

[5] ISBE's guidelines for helping schools give notice to students, parents, teachers, and administrators are available ~~under the RESOURCES heading~~ at: www.isbe.net/Documents/alternatives_dissection_2000.pdf#search=dissection~~www.isbe.net/Pages/Science-Mandates.aspx~~. State law does not require that objecting students receive an alternative project. Instead, it says that the student may be given an alternative project that provides the student, through means other than dissection, with knowledge similar to that expected to be gained during the dissection project.

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Instruction

Migrant Students [1]

The Superintendent will develop and implement a program to address the needs of migrant children in the District in accordance with federal law.

This program will:

1. Identify migrant students and assess their educational and related health and social needs.
2. Provide a full range of services to migrant students through appropriate local, State, and federal educational programs,[2] including applicable Title I programs, special education, gifted education, vocational education, language programs, counseling programs, and elective classes.
3. Provide migrant ~~children~~ students with full and appropriate opportunities to meet the same challenging State academic standards that all children are expected to meet. [3]
4. Provide, to the extent feasible: [4]
    a. Advocacy and outreach programs to migrant children and their families, including helping such children and families gain access to other education, health, nutrition, and social services,
    b. Professional development programs, including mentoring, for District staff,
    c. Family literacy programs,
    d. The integration of information technology into educational and related programs, and
    e. Programs to facilitate the transition of secondary school students to postsecondary education or employment. [5]

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] ~~State or f~~Federal law controls this policy's content. The first sentence of this policy allows a school board to consider the goals for its migrant education program and to amend the sample policy accordingly. The *Migrant Education Program* is a federally funded program authorized under Title I, Part C, of the Elementary and Secondary Education Act (ESEA). 20 U.S.C. §6391 et seq.; 34 C.F.R. §200.81 et seq. This policy may be deleted if the district does not receive Title I funds under the ESEA.

To qualify for the program, a migrant child must: (1) be younger than the age of 22, (2) have not earned a high school diploma or an equivalent degree, (3) have moved on his/her own as a migratory worker or with/to join/to precede a parent, spouse or guardian who is a migratory worker; and (4) have moved within the preceding 36 months due to economic necessity, from one school district to another, and from one residence to another. 20 U.S.C. §6399; see also www.isbe.net/Pages/Migrant-Education-Program.aspx. Although most of the requirements are directed to State agencies, local school districts that receive State money for these programs will be held to many of the same requirements by the State. For additional information, see ISBE's collection of material about the Migrant Education Program in Illinois at www.isbe.net/Pages/Migrant-Education-Program.aspx.

105 ILCS 5/22-105 (final citation pending), added by P.A. 104-288, requires that schools in the State, "[p]rotect the integrity of school learning environments for all children, so that no parent is discouraged from sending and no child is discouraged from attending school, including from the threat of immigration enforcement or other law enforcement activity on a school campus." Consult the board attorney for guidance on the intersection of federal and State law related to migrant students. See also sample policy 7:150, *Agency and Law Enforcement Requests*.

[2] 20 U.S.C. §§ 6394(b)(1)(A), 6396(a)(1)(E).

[3] 20 U.S.C. §§ 6391(3), 6394(b)(2), 6396(a)(1)(C).

[4] 20 U.S.C. §6394(c)(7).

[5] For an elementary school district that wants to delete subsection e, amend 4(c)-4(e) as follows:

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f. P~~rovide p~~rograms, activities, and procedures for the engagement of parents/guardians and family members of migrant students in an understandable format and language. [6]

Migrant Education Program for Parent/Guardian and Family Member Engagement

Parents/guardians and family members of migrant students will be involved in and regularly consulted about the development, implementation, operation, and evaluation of the migrant program.

Parents/guardians and family members of migrant students will receive instruction regarding their role in improving the academic achievement of their children.

LEGAL REF.: 20 U.S.C. §6318.
20 U.S.C. §6391 et seq., Education of Migratory Children.
34 C.F.R. §200.81 et seq.

CROSS REF.: 6:170 (Title I Programs), 7:150 (Agency and Law Enforcement Requests)

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

c. Family literacy programs, and
d. The integration of information technology into educational and related programs.~~, and~~
~~e. Programs to facilitate the transition of secondary school students to postsecondary education or employment.~~

[6] 20 U.S.C. §6394(c)(3).

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Instruction

Title I Programs [1]

The Superintendent or designee shall pursue funding under Title I, Improving the Academic Achievement of the Disadvantaged, of the Elementary and Secondary Education Act, to supplement instructional services and activities in order to improve the educational opportunities of educationally disadvantaged or deprived children.

All District schools, regardless of whether they receive Title I funds, shall provide services that, taken as a whole, are substantially comparable. Teachers, administrators, and other staff shall be assigned to schools in a manner that ensures equivalency among the District's schools. Curriculum materials and instructional supplies shall be provided in a manner that ensures equivalency among the District's schools. [2]

Title I Parent and Family Engagement

The District maintains programs, activities, and procedures for the engagement of parents/guardians and families of students receiving services, or enrolled in programs, under Title I. These programs, activities, and procedures are described in District-level and School-level ~~compacts~~plans.

District-Level Parent and Family Engagement Plan~~Compact~~ [3]

The Superintendent or designee shall develop a District-Level Parent and Family Engagement Plan~~Compact~~ (District Plan) according to Title I requirements. Thise District Plan~~-Level Parent and Family Engagement Compact~~ shall contain: (1) the District's expectations for parent and family engagement, (2) specific strategies for effective parent and family engagement activities to improve student academic achievement and school performance, and (3) other provisions as required by federal law. The Superintendent or designee shall ensure that the District Plan~~Compact~~

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[1] State or federal law controls this policy's content. **This policy is mandatory for any district that receives or ~~desires~~plans to receive Title I funds.** Title I is part of the Elementary and Secondary Education Act (ESEA). 20 U.S.C. §6301 et seq. It was amended by the Every Student Succeeds Act. Pub. L. 114-95. To comply with ESEA, a board must also incorporate by reference the district's exhibits 6:170-AP1, E1, *District-Level Parent and Family Engagement Plan*, and 6:170-AP1, E2, *School-Level Parent and Family Engagement Plan*. These exhibits contain all legally required components and are compatible with sample templates contained in the U.S. Dept. of Education's non-regulatory guidance titled *Parent and Family Engagement* (2025), at: www.ed.gov/media/document/parent-and-family-engagement-guidance-2025-109202.pdf.

Note: On December 15, 2015, the Every Student Succeeds Act (ESSA) amended multiple laws, including ESEA. If a source cites to ESEA through ESSA (as *Parent and Family Engagement* does), it uses ESSA's phrasing and states "Section 1116 of the ESEA." In contrast, materials that cite directly to ESEA, as **PRESS** does, cite to 20 U.S.C. §6318. These citations both reference the same law.

[2] This paragraph, or similar language, is mandatory for each district receiving Title I funds. 20 U.S.C. §6321(c)(2)(A)(iii).

[3] 20 U.S.C. §6318(a)(2) requires each district receiving Title I funds to "develop jointly with, agree on with, and distribute to, parents and family members of participating children a written parent and family engagement policy." This requirement is accomplished in this sample policy by mandating the superintendent or designee to develop a District-Level Parent and Family Engagement Plan~~Compact~~, according to Title I requirements. A sample District-Level Parent and Family Engagement Plan~~Compact~~ is contained in 6:170-AP1, E1, *District-Level Parent and Family Engagement Plan~~Compact~~*. A sample process for developing a parent and family engagement compact is contained in 6:170-AP1, *Checklist for Development, Implementation, and Maintenance of Parent and Family Engagement Compacts for Title I Programs*.

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is distributed to parents/guardians of students receiving services, or enrolled in programs, under Title I.

School-Level Parent and Family Engagement Plan~~Compact~~ [4]
Each Building Principal or designee shall develop a School-Level Parent and Family Engagement Plan~~Compact~~ (School Plan) according to Title I requirements. This School Plan ~~Level Parent and Family Engagement Compact~~ shall contain: (1) a process for continually involving parents/guardians in its development and implementation, (2) how parents/guardians, the entire school staff, and students share the responsibility for improved student academic achievement, (3) the means by which the school and parents/guardians build and develop a partnership to help children achieve the State's high standards, and (4) other provisions as required by federal law. Each Building Principal or designee shall ensure that the School Plan~~Compact~~ is distributed to parents/guardians of students receiving services, or enrolled in programs, under Title I.

Incorporated by Reference: 6:170-AP1, E1 (District-Level Parent and Family Engagement Plan~~Compact~~) and 6:170-AP1, E2 (School-Level Parent and Family Engagement Plan~~Compact~~)

LEGAL REF.: ~~Title I of the Elementary and Secondary Education Act,~~ 20 U.S.C. §§6301-6514, Title I of the Elementary and Secondary Education Act.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 4:110 (Transportation), 5:190 (Teacher Qualifications), 5:280 (Duties and Qualifications), 6:15 (School Accountability), 6:140 (Education of Homeless Children), 6:145 (Migrant Students), 6:160 (English Learners), 7:10 (Equal Educational Opportunities), 7:30 (Student Assignment and Intra-District Transfer), 7:60 (Residence), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 8:95 (Parental Involvement)

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Commented [MB1]: Note to Subscribers: Districts receiving a Title I, Part A allocation that are required to submit proof of parent and family engagement (PFE) compliance to ISBE as part of their FY 2027 Consolidated District Plan (CDP) will need to submit customized versions of this policy and both exhibits 6:170-AP1, E1 and 6:170-AP1, E2.

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[4] 20 U.S.C. §6318(b)(1) requires each school served under Title I to "jointly develop with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed on by such parents, that shall describe the means for carrying out the requirements of subsections (c) through (f)." This requirement is accomplished in this sample policy by mandating the building principal or designee to develop a School-Level Parent and Family Engagement Plan~~Compact~~, according to Title I requirements. A sample School-Level Parent and Family Engagement Plan~~Compact~~ is contained in 6:170-AP1, E2, *School-Level Parent and Family Engagement Plan~~Compact~~*. A sample process for developing a parental involvement compact is contained in 6:170-AP1, *Checklist for Development, Implementation, and Maintenance of Parent and Family Engagement Compacts for Title I Programs.*

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Instruction

Extended Instructional Programs [1]

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 two~~2~~ and six~~6~~ years. [2]
2. Before-and after-school programs for students in grades K-6. [3]
3. Child care and training center for pre-school children and for students whose parents work. [4]
4. Model day care services program in cooperation with the Ill. State Board of Education. [5]
5. Tutorial program. [6]
6. Adult education program. [7]
7. Outdoor education program. [8]
8. Summer school, whether for credit or not. [9]
9. Independent study, whether for credit or not. [10]
10. Support services and instruction for students who are, or whose parents/guardians are, chemically dependent. [11]

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[1] State or federal law controls this policy's content. However, all programs listed in this policy are optional. The district may charge a fee for programs numbered 1-4, 6, 8, 9, and 14. Delete the sentences that the board does not offer.

[2] 105 ILCS 5/10-23.2.

[3] 105 ILCS 5/10-22.18b. A school district may offer a course on hunting safety as part of its curriculum during the school day or as part of an *after-school program*. 105 ILCS 5/27-1060, renumbered by P.A. 104-391~~23.14, added by P.A. 101-152 and renumbered by P.A. 102-558~~. Unlike the before-and-after-school programs authorized by 105 ILCS 5/10-~~23.2~~22.18b, no grade levels are specified for the hunting safety course or the after-school program in which it may be offered. Id.

[4] 105 ILCS 5/10-22.18a.

[5] 105 ILCS 5/10-22.18c. Student parents cannot be charged a fee for such day care services, however school personnel who use the services may be charged a fee. Id.

[6] 105 ILCS 5/10-22.20c.

[7] 105 ILCS 5/10-22.20~~, amended by P.A. 101-289~~. A school board may appoint a director of adult education. 105 ILCS 5/10-22.20b.

[8] 105 ILCS 5/10-22.29.

[9] 105 ILCS 5/10-22.33A and 5/10-22.33B. Each course offered for high school graduation must provide at least 60 hours of classroom instruction for the equivalent of one semester of high school course credit. 105 ILCS 5/27-905~~22.1~~. 105 ILCS 5/10-22.33B authorizes districts to conduct a *high-quality* summer school program. Students at risk in language arts or mathematics may be required to attend such programs. ~~Section~~ 105 ILCS 5/10-22.33A permits districts "to fix and collect a charge for attendance at such courses in an amount not to exceed the per capita cost of the operation" or to waive such charges if the family of a pupil is indigent or if the pupil is required to attend such courses.

[10] Independent study allows students to expand their knowledge in curricular areas not offered as part of the district's basic program.

[11] 105 ILCS ~~110/3~~5/27-255, added by P.A. 104-391. Such services and instruction may be offered as part of existing curricula during the school day or as part of an after-school program. Id.

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11. Anti-bias education and activities to address intergroup conflict resolution. [12]
12. Volunteer service credit program. [13]
13. Vocational academy. [14]
14. Advanced vocational training and/or career education program. [15]

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, 5/27-255, 5/27-90522.1, 5/27-103522.3, and 5/27-105023.6.
~~105 ILCS 110/3, Comprehensive Health Education Program.~~
105 ILCS 433/, Vocational Academies Act.

CROSS REF.: 6:310 (High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students), 6:320 (High School Credit for Proficiency)

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[12] 105 ILCS 5/27-105023.6, renumbered by P.A. 104-391. The statutory objectives of such a program are to "improve intergroup relations on and beyond the school campus, defusing intergroup tensions, and promoting peaceful resolution of conflict." A board that adopts a policy to incorporate activities to address anti-bias education and intergroup conflict resolution shall make certain information available to the public and include it on the district's website, if any, and make it available in the district's offices upon request. See sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*. 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: https://ilprincipals.org/msh/~~www.ilprincipals.org/resources/model-student-handbook~~.

See also f/n 23 in sample policy 6:60, *Curriculum Content*, and ensure that these policies align. Consult the board attorney if the district wishes to offer intergroup conflict resolution separately from anti-bias education; it is unclear whether these topics may be offered separately because the law lists them together.

[13] 105 ILCS 5/27-103522.3. For secondary school students only. Id.

[14] Vocational Academies Act. 105 ILCS 433/. The Act's purpose is to "integrate workplace competencies and career and technical education with core academic subjects." School districts are permitted to partner with community colleges, local employers, and community-based organizations to establish a vocational academy that functions as a 2-year school within a school for grades 10 through 12. Grant funds may be available from ISBE at: www.isbe.net/Pages/Grants.aspx.

[15] 105 ILCS 5/10-22.20a, permits districts to enter joint agreements with community college districts and other school districts to provide career education or advanced vocational training to students in grade 11 and higher to prepare for a trade. The duration of such program may not exceed two years for any district pupil. Participating community colleges may bill participating districts, but payments may not exceed actual operating costs. Participating high schools may use State aid monies to pay the charges. Id.

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Students

Harassment of Students Prohibited [1]

No person, including a ~~School~~ District employee, agent, or student, shall harass, intimidate, or bully a student on the basis of actual or perceived: race; color; national origin; military status; unfavorable discharge status from military service; sex; sexual orientation; gender identity[2]; gender-related identity or expression; ancestry; age; religion; physical or mental disability; order of protection status; status of being homeless; actual or potential marital or parental status, including pregnancy; physical appearance; socioeconomic status; academic status; association with a person or group with one or more of the aforementioned actual or perceived characteristics; or any other distinguishing characteristic. 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

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[1] State or federal law requires this subject matter be covered by policy, controls this policy's content, and 105 ILCS 5/10-20.71 requires that every two years, each district within an Illinois county served by an accredited Children's Advocacy Center review all its existing sexual abuse investigation policies and procedures to ensure consistency with 105 ILCS 5/22-85. Each district must also have a policy on bullying. 105 ILCS 5/~~27-23.7~~22-110, amended by P.A. 103-47 and renumbered by P.A. 104-391; see sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*.

This policy's list of protected classifications aligns with the list in sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*. The protected classifications are found in 105 ILCS 5/~~27-23.7~~22-110(a), amended by P.A. 103-47 and renumbered by P.A. 104-391; 775 ILCS 5/1-103; 23 Ill.Admin.Code §1.240.

The list of protected classifications in sample policy 7:10, *Equal Educational Opportunities*, is different – it does not contain the classifications that are exclusively identified in the bullying statute. Id.~~105 ILCS 5/27-23.7, amended by P.A. 103-47.~~

The Ill. Human Rights Act (IHRA) and an Ill. State Board of Education (ISBE) rule prohibit schools from discriminating against students on the basis of *sexual orientation* and *gender identity.* 775 ILCS 5/5-101(A)(11); 23 Ill.Admin.Code §1.240. *Sexual orientation* is defined as the "actual or perceived heterosexuality, homosexuality, bisexuality, or gender related identity, whether or not traditionally associated with the person's designated sex at birth." 775 ILCS 5/1-103(O-1). *Gender identity* is included in the definition of sexual orientation in the Act. The Act permits schools to maintain single-sex facilities that are distinctly private in nature, e.g., restrooms and locker rooms. 775 ILCS 5/5-103. Additionally, *race* is defined to include traits associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists. 775 ILCS 5/1-103(M-5). 775 ILCS 5/1-102(A)~~,~~ added *order of protection status* to its list of protected categories. IHRA's jurisdiction regarding schools as a public accommodation is specifically limited to: (1) failing to enroll an individual, (2) denying access to facilities, goods, or services, or (3) failing to take corrective action to stop severe or pervasive harassment of an individual. 775 ILCS 5/5-102.2. It is also a violation of IHRA if a district is aware of an employee or agent's harassment towards a student but fails to take appropriate action to stop the harassment. 775 ILCS 5/5A-101 and 102, amended by P.A. 103-472.

[2] See f/n 4 in sample policy 7:10, *Equal Educational Opportunities*, for a discussion about Executive Order (EO) 2019-11 establishing the Affirming and Inclusive Schools Task Force (Task Force) that made policy and administrative procedure recommendations to ISBE that are discussed in ~~a~~ its publication *Sample District Policy and Administrative Procedures* at www.isbe.net/supportallstudents.

For boards that want to incorporate ISBE's sample policy recommendation, insert the following in place of "gender identity;": gender; gender identity (whether or not traditionally associated with the student's sex assigned at birth);

If the board inserts this option, it must also insert the options in f/ns 4 and 9 of policy 7:10, *Equal Educational Opportunities*, but note the protected statuses list in this policy is different and should not be copied from here into 7:10, *Equal Educational Opportunities*.

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or actual destruction of property, or wearing or possessing items depicting or implying hatred or prejudice of one of the characteristics stated above. [3]

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.[4] See Board policies 2:265, *Title IX Grievance Procedure*, and 2:260, *Uniform Grievance Procedure*.

Making a Report or Complaint

Students are encouraged to promptly report claims or incidents of bullying, intimidation, harassment, sexual harassment, or any other prohibited conduct to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any employee with whom the student is comfortable speaking. [5]

Reports under this policy will be considered a report under Board policy 2:260, *Uniform Grievance Procedure*, and/or Board policy 2:265, *Title IX Grievance Procedure*. The Nondiscrimination

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[3] This list of examples of prohibited conduct is optional. While hate speech is not specifically mentioned in this paragraph, any hate speech used to harass or intimidate is banned. Hate speech without accompanying misconduct may be prohibited in response to actual incidents when hate speech interfered with the educational environment. West v. Derby Unified Sch. Dist., 206 F.3d 1358 (10th Cir. 2000).

[4] Two laws apply to sexual harassment of students in Illinois. Title IX of the Education Amendments of 1972 (Title IX) prohibits sexual harassment in any educational program or activity receiving federal financial assistance. 20 U.S.C. §1681. Title IX defines sexual harassment as conduct on the basis of sex that meets one or more of the following: (1) a district employee conditions the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct; (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it denies a person equal access to the District's education program or activity; or (3) *sexual assault*, *dating violence*, *domestic violence*, or *stalking* as defined in federal law. 34 C.F.R. §106.30. See sample policy 2:265, *Title IX Grievance Procedure*, and sample exhibit 2:265-E, *Title IX Glossary of Terms*. Consult the board attorney to ensure the nondiscrimination coordinator and complaint managers are trained to appropriately respond to allegations of Title IX sexual harassment. See sample procedures 2:265-AP1, *Title IX Response*, and 2:265-AP2, *Formal Title IX Complaint Grievance Process*.

IHRA prohibits any district employee or agent from sexually harassing a student, and defines sexual harassment as any unwelcome sexual advances or requests for sexual favors made to a student, or any conduct of a sexual nature toward a student, when: (1) such conduct has the purpose of substantially interfering with the student's educational performance or creating an intimidating, hostile or offensive educational environment; or (2) the district employee or agent either explicitly or implicitly makes the student's submission to or rejection of such conduct as a basis for making various enumerated education-related determinations. 775 ILCS 5/5A-101(E).

School districts are liable for damage awards for an employee's sexual harassment of a student in limited situations. Liability occurs only when a district official who, at a minimum, has authority to institute corrective action, has actual notice of and is deliberately indifferent to the employee's misconduct. Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998). Schools are liable in student-to-student sexual harassment cases when school agents are deliberately indifferent to sexual harassment, of which they have actual knowledge that is so severe, pervasive, and objectively offensive that it can be said to deprive the victims of access to the educational opportunities or benefits provided by the school. Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999). The Ill. Dept. of Human Rights investigates charges of sexual harassment in violation of the IHRA, and it is a civil rights violation when a district fails to take remedial or disciplinary action against an employee the district knows engaged in sexual harassment. 775 ILCS 5/5A-102, amended by P.A. 103-472.

[5] Using "or any employee with whom the student is comfortable speaking" ensures compliance with Title IX regulations providing that "any employee" of an elementary or secondary school who has notice of sexual harassment or allegations of sexual harassment is deemed to have *actual knowledge* which triggers a district's duty to respond. 34 C.F.R. §106.30. By including "any employee" in this list, this policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right.

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Coordinator, Title IX Coordinator, and/or Complaint Manager or designee 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, Title IX Coordinator, and Complaint Managers. [6] [7]

Nondiscrimination Coordinator:	**Title IX Coordinator:**
Name	Name
Address	Address
Email	Email
Telephone	Telephone

Complaint Managers:

Name	Name
Address	Address
Email	Email
Telephone	Telephone

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

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[6] While the names and contact information are required by law to be listed, they are not part of the adopted policy and do not require board action. This allows for additions and amendments to the names and contact information when necessary. It is important for updated names and contact information to be inserted into this policy and regularly monitored.

Each district must communicate its bullying policy to students and their parents/guardians. 105 ILCS 5/~~27-23.7~~22-110, amended by P.A. 103-47 and renumbered by P.A. 104-391; see sample policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*.

[7] Title IX regulations require districts to identify the name, office address, email address, and telephone number of the person who is responsible for coordinating the district's compliance efforts. 34 C.F.R. §106.8(a). For further discussion of the Title IX Coordinator, see f/n 17 in sample policy 2:265, *Title IX Grievance Procedure*. A district's Nondiscrimination Coordinator often also serves as its Title IX Coordinator.

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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. [8]
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, Title IX Coordinator, or a Complaint Manager. Any employee who fails to promptly comply may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to 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 Title IX Coordinator or designee shall consider whether action under Board policy 2:265, *Title IX Grievance Procedure,* should be initiated.

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

For any other alleged student harassment that does not require action under Board policies 2:265, *Title IX Grievance Procedure*, or 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited,* the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under Board 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.

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[8] In addition to notifying students of Board policies 2:260, *Uniform Grievance Procedure*, and 2:265, *Title IX Grievance Procedure*, a district must notify them of the name, office address, email address, and telephone number of district's Title IX Coordinator. 34 C.F.R. §106.8(a). 105 ILCS 5/10-20.69 requires districts to maintain and implement an *age-appropriate* policy on sexual harassment that is included in the school district's student handbook, as well as on a district's website and, if applicable, other areas where such information is posted in each school. The law does not expressly state that the age-appropriate policy is for students; however, that is the most logical interpretation. In practice, most districts maintain a student handbook for each building. Because the law only requires one policy, this policy manages the age-appropriate requirement by directing age-appropriate explanations of the policy be included in the building-level student handbook(s). Student handbooks can be developed by the building principals, but should be reviewed and approved by the superintendent and school board. The Ill. Principals Association maintains a handbook service that coordinates with **PRESS** material, *Online Model Student Handbook (MSH)*, at: www.ilprincipals.org/msh.

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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[9] 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 Board policy 5:90, *Abused and Neglected Child Reporting*. In addition to reporting the suspected abuse, the complaint shall also be processed under Board policy 2:265, *Title IX Grievance Procedure*, or Board 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/guardian, 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 Board policies 2:260, *Uniform Grievance Procedure*, 2:265, *Title IX Grievance* Procedure, and 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*).

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

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[9] Required for districts located within a county served by an accredited Children's Advocacy Center (CAC). Delete this subhead if your school district is within a county not served by an accredited CAC. 105 ILCS 5/22-85 (governing the investigation of an *alleged incident of sexual abuse* of any child within any Illinois counties served by a CAC). For a map of accredited CACs, and to identify a CAC that may serve your district, see www.childrensadvocacycentersofillinois.org/about/map. For further discussion see f/ns 14-16 in sample policy 5:90, *Abused and Neglected Child Reporting*.

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LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Educational Amendments of 1972; 34 C.F.R. Part 106.
29 U.S.C. §791 et seq., Rehabilitation Act of 1973; 34 C.F.R. Part 104.
42 U.S.C. §2000d, Title VI of the Civil Rights Act of 1964; 34 C.F.R. Part 100.
105 ILCS 5/10-20.12, 5/10-22.5, 5/10-23.13, 5/22-110, 5/26A, and 5/27-1~~, and 5/27-23.7~~.
775 ILCS 5/1-101 et seq., Illinois Human Rights Act.
23 Ill.Admin.Code §1.240 and Part 200.
Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).
Franklin v. Gwinnett Co. Public Schs., 503 U.S. 60 (1992).
Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998).
West v. Derby Unified Sch. Dist. No. 260, 206 F.3d 1358 (10th Cir. 2000).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:10 (Equal Educational Opportunities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence)

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Students

School Admissions and Student Transfers To and From Non-District Schools [1]

Age [*Elementary or Unit Districts only*]

To be eligible for admission, a child must be five years old on or before September 1 of that school term.[2] A child entering first grade must be six years of age on or before September 1 of that school term.[3] Based upon an assessment of a child's readiness to attend school, the District may permit him or her to attend school prior to these dates.[4] A child will also be allowed to attend first grade based upon an assessment of his or her readiness if he or she attended a non-public preschool, continued his or her education at that school through kindergarten, was taught in kindergarten by an appropriately licensed teacher, and will be six years old on or before December 31.[5] A child with exceptional needs who qualifies for special education services is eligible for admission at three years of age.[6] Early

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[1] State law requires some of the subject matter contained in this sample policy to be covered by policy and controls this policy's content. Boards must adopt a policy on school admissions (105 ILCS 5/10-21.2) and restricting a student from transferring from another school while under a suspension or expulsion from that school (105 ILCS 5/10-22.6). A *registration guidance document*, updated annually, is available from the Ill. State Board of Education (ISBE) at: www.isbe.net/Documents/guidance_reg.pdf.

[2] 105 ILCS 5/10-20.12. The district may, however, establish a kindergarten for children between the ages of 4 and 6 years old. 105 ILCS 5/10-22.18. Any child between the ages of 7 and 17 (unless the child has already graduated from high school) must attend public or private school, with certain exceptions allowed for physical and mental disability, lawful employment, or other reasons as specified by statute. 105 ILCS 5/26-1. The phrase "a child between the ages of 7 and 17" is liberally construed to fully carry out the true intent and meaning of the General Assembly (5 ILCS 70/1.01), which is to ensure that students graduate from high school (105 ILCS 5/26-1). Therefore, "the ages of 7-17" means a child is 17 until his or her 18th birthday.

[3] Optional sentence.

[4] 105 ILCS 5/10-20.12.

[5] Id. Delete the first four sentences in this paragraph if the district operates a year-round school and use the following alternative:

> To be eligible for admission, a child must be at least five years old within 30 days after the commencement of that school term. Based upon an assessment of the child's readiness to attend school, the District may permit him or her to attend school prior to this date. A child may also attend first grade based upon an assessment of his or her readiness if he or she attended a non-public preschool and continued his or her education at that school through kindergarten, was taught in kindergarten by an appropriately licensed teacher, and will attain age six within four months after the commencement of the term.

[6] 105 ILCS 5/14-1.02 and 5/14-1.03a. An ISBE rule states: "Each school district shall be responsible for actively seeking out and identifying all children from birth through age 21 within the district (and those parentally-placed private school children for whom the district is responsible under 34 C.F.R. §300.131) who may be eligible for special education and related services." 23 Ill.Admin.Code §226.100. Note that after a child is determined to be eligible for special education services, the child must be placed in the appropriate program no later than the beginning of the next school semester. 105 ILCS 5/14-8.02.

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entrance to kindergarten or first grade may also be available through Board policy 6:135, *Accelerated Placement Program*.[7] [8]

Admission Procedure

All students must register for school each year on the dates and at the place designated by the Superintendent. Parents/guardians of students enrolling in the District for the first time must present:

1. A certified copy of the student's birth certificate. If a birth certificate is not presented, the Superintendent or designee shall notify in writing the person enrolling the student that within 30 days he or she must provide a certified copy of the student's birth certificate. A student will be enrolled without a birth certificate.[9] When a certified copy of the birth certificate is presented, the school shall promptly make a copy for its records, place the copy in the student's permanent[10] record, and return the certified copy to the person enrolling the child. If a person enrolling a student fails to provide a certified copy of the student's birth certificate, the Superintendent or designee shall immediately notify the local law enforcement agency, and shall also notify the person enrolling the student in writing that, unless he or she complies within ~~ten~~10 days, the case will be referred to the local law enforcement authority for investigation. If compliance is not obtained within that ~~ten~~10-day period, the Superintendent or designee shall so refer the case. The Superintendent or designee shall immediately report to the local law enforcement authority any material received pursuant to this paragraph that appears inaccurate or suspicious in form or content. [11]

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[7] 105 ILCS 5/14A-17, Accelerated Placement Act (APA). For high school districts, delete this sentence and the cross reference to 6:135, *Accelerated Placement Program*. See sample policy 6:135, *Accelerated Placement Program*, and sample administrative procedure 6:135-AP, *Accelerated Placement Program Procedures*, for further detail.

Attorneys disagree whether the APA conflicts with 105 ILCS 5/10-20.12 (*School year – School age.)*. See f/n 4 in sample policy 6:135, *Accelerated Placement Program* for a discussion about reconciling the APA and 105 ILCS 5/10-20.12. **Consult the board attorney for guidance.**

[8] Districts should consider implementing specific and objective criteria for early admissions and address such issues as who pays the costs for assessments, etc. Using this exception defeats the age requirement rules because it only relies upon a child's readiness, regardless of his or her age.

[9] Presenting a certified copy of a student's birth certificate is a missing children's law enforcement issue that may not be used for denying enrollment. See Guidance Documents subhead in sample administrative procedure 7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*, for more information about enrollment and residency issues. Consult the board attorney if a student cannot produce a certified copy of his or her birth certificate and wishes to provide a passport, visa, or other governmental documentation of identity. To balance the tension between the missing children's laws reporting requirements, ~~and~~ Plyler v. Doe (457 U.S. 202 (1982)), and 105 ILCS 5/22-105 (final citation pending), added by P.A. 104-288, many attorneys advise not to report a student's failure to produce a birth certificate; however always consult the board attorney for assistance based upon the specific facts of the enrollment situation (see f/n 11 below). See also f/n 6 in sample administrative procedure 7:150-AP, *Managing Agency and Law Enforcement Requests*, for discussion of place of birth as directory information.

[10] 23 Ill.Admin.Code §375.10 states that the *student permanent record* shall include basic identifying information, including the student's name, birth date and place, and gender, and evidence required under 325 ILCS 50/5(b)(1).

[11] Two almost identical laws govern this requirement: Missing Children Records Act (325 ILCS 50/) and Missing Children Registration Law (325 ILCS 55/). We reconciled their differences as much as possible but chiefly used the language from the Registration Law because it has the clearest explanation. The statutory enforcement requirements, as nonsensical as they may seem, are quoted in the policy. **Important:** Schools cannot deny admission based upon immigration ~~(illegal)~~ status alone. Note that singling out foreign-looking students for visa requests is probably illegal discrimination. See Plyler v. Doe and 105 ILCS 5/22-105 (final citation pending), added by P.A. 104-288. See also f/n 18 below.

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2. Proof of residence, as required by Board policy 7:60, *Residence*.
3. Proof of disease immunization or detection and the required physical examination, as required by State law and Board policy 7:100, *Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students*. [12]

The individual enrolling a student shall be given the opportunity to voluntarily state whether the student has a parent or guardian who is a member of a branch of the U.S. Armed Forces and who is either deployed to active duty or expects to be deployed to active duty during the school year.[13] Students who are children of active duty military personnel transferring will be allowed to enter: (a) the same grade level in which they studied at the school from which they transferred, if the transfer occurs during the District's school year, or (b) the grade level following the last grade completed. [14]

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 for enrollment.[15] Board policy 6:140, *Education of Homeless Children*, and its implementing administrative procedure, govern the enrollment of homeless children.

Foster Care Students

The Superintendent will appoint at least one employee to act as a liaison to facilitate the enrollment and transfer of records of students in the legal custody of the Ill. Dept. of Children and Family Services (DCFS) when enrolling in or changing schools. The District's liaison ensures that DCFS' Office of

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According to the Ill. State Police, a certified copy of the student's birth certificate is the only acceptable proof of the child's identity and age. 20 Ill.Admin.Code §1290.60(a). For more discussion about acceptable proof of identity, see f/n 1 in sample administrative procedure 7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*. The Missing Children Records Act requires schools to make prompt copies of these certified copies. 325 ILCS 50/5(b)(1). Once made, schools need not request another certified copy with respect to that child for any other year in which the child is enrolled in that school or other entity. Id. While the Act does not mandate where the copy should be kept, it is appropriate for placement in the student's permanent record. See 23 Ill.Admin.Code §375.10 and f/n 10, above. The school person who receives the copy of the certified birth certificate should initial and date the document. That way, if there is a question or an investigation (which can happen even years after enrollment) there will not be an issue as to who received the document and the date it was processed.

A district must also *flag* a student's record on notification by the State police of the student's disappearance and report to the State police any request for a *flagged* student record. 325 ILCS 50/3, 50/5.

[12] Each school must maintain records for each student that reflect compliance with the examinations and immunizations required by 105 ILCS 5/~~27-8.1~~22-105, renumbered by P.A. 104-391, and 23 Ill.Admin.Code §1.530(a). A ~~T~~tuberculosis skin test is required if the student lives in an area designated by the Ill. Dept. of Public Health as having a high incidence of ~~T~~tuberculosis. 105 ILCS 5/~~27-8.1~~22-105(1), renumbered by P.A. 104-391.

[13] 105 ILCS 5/22-70. Districts must report this enrollment information as aggregate data to ISBE. Id.

[14] The Educational Opportunity for Military Children Act (105 ILCS 70/) further details enrollment and entrance requirements for children of active military personnel. 105 ILCS 70/33. After enrollment, the law allows a district to perform evaluations to ensure appropriate placement of the student. Course, program, graduation, extracurricular(s), and other placement options for this student population are further discussed in sample administrative procedure 7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*.

[15] Required by Education for Homeless Children Act (105 ILCS 45/) and the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11431 et seq.). See §11432(g)(3)(C)(i).

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Education and Transition Services receives all written notices and records pertaining to students in the legal custody of DCFS as required by State law. [16]

Student Transfers To and From Non-District Schools [17]

A student may transfer into or out of the District according to State law and procedures developed by the Superintendent or designee. A student seeking to transfer into the District must serve the entire term

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[16] Required by 105 ILCS 5/10-20.59. These DCFS liaisons must be licensed under Article 21B of the School Code. 105 ILCS 5/10-20.59 directs how employees are prioritized for DCFS liaison appointment. DCFS ~~l~~liaisons are "encouraged to build capacity and infrastructure within their school district to support students in the legal custody of the Department of Children and Family Services." Schools are required to give DCFS liaisons certain notices, records, and meeting invitations. See 105 ILCS 5/10-20.77 (notice and invitation to attend parent-teacher conferences and other meetings); 105 ILCS 5/10-21.8 (copies of correspondence and reports upon request of DCFS); 105 ILCS 5/13B-60.10 (notice and invitation to attend alternative learning opportunities program conference); 105 ILCS 5/14-8.02 (notices related to special education); 105 ILCS 10/ (student records). See sample administrative procedure 7:340-AP1, *School Student Records*, for more information regarding DCFS access to the student records of children in its legal custody. The law does not specifically require that a district's DCFS liaison perform these duties; this policy assigns them to the DCFS liaison because they logically fit within the responsibilities outlined in 105 ILCS 5/10-20.59, which may include:

1. Streamlining the enrollment process for students in foster care;
2. Implementing student data tracking and monitoring mechanisms;
3. Ensuring that students in DCFS custody receive all school nutrition and meal programs available;
4. Coordinating student withdrawal from a school, record transfers, and credit recovery;
5. Becoming experts on the foster care system and State laws and policies in place that support students in DCFS custody;
6. Coordinating with child welfare partners;
7. Providing foster care-related information and training to the district;
8. Working with DCFS to help students maintain their school placement, if appropriate;
9. Reviewing student schedules to ensure students are on track to graduate;
10. Encouraging a successful transition into adulthood and post-secondary opportunities;
11. Encouraging involvement in extracurricular activities; and
12. Knowing what support is available within the district and community for students in DCFS custody.

[17] 105 ILCS 5/2-3.13a requires each transferor (original) school to keep documentation of transfers in the student's record. It also requires "notification [by the transferee (recipient) school] of the transfer on or before July 31 following the school year during which the student withdraws from the transferor school or school district or the student shall be counted in the calculation of the transferor school's or school district's annual student dropout rate." ISBE rule, 23 Ill.Admin.Code §375.75(e), is consistent with this requirement. The rule also requires the transferring school or district to maintain any documentation of the student's transfer, including records indicating the school or school district to which the student transferred, in that student's temporary record. Id.

Out-of-state transfer students, including children of military personnel, may use unofficial transcripts for admission to a school until official transcripts are obtained from the student's last school district. 105 ILCS 10/8.1(d) and 70/32. See also sample administrative procedure 7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*.

A board has two basic options for students transferring into the district who are serving a suspension or expulsion. Under option one, it may comply with the minimum requirements of 105 ILCS 5/2-3.13a by refusing to allow a student transferring from any public school to attend classes until the period of any suspension or expulsion has expired when the penalty was for: (1) knowingly possessing in a school building or on school grounds a weapon as defined in the Gun Free Schools Act; (2) knowingly possessing, selling, or delivering in a school building or on school grounds a controlled substance or cannabis; or (3) battering a staff member of the school. Under option two, a board may require a student who was suspended or expelled for *any* reason from any public or private school in this or any other state to complete the entire term of the suspension or expulsion before being admitted to the school district. The sample policy uses the second, more simple, more comprehensive alternative.

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of any suspension or expulsion, imposed for any reason by any public or private school, in this or any other state, before being admitted into the School District.

Foreign Students [*High School or Unit Districts only*] [18]

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

A board may adopt a policy providing that if a student is suspended or expelled for any reason from any school, anywhere, the student must complete the suspension's or expulsion's entire term in an alternative school program under Article 13A (105 ILCS 5/13A, amended by P.A. 103-473) or an alternative learning opportunities program under Article 13B (105 ILCS 5/13B) before being admitted into the school district if there is no threat to the safety of students or staff in the alternative program. 105 ILCS 5/2-3.13a and 5/10-22.6(g), amended by P.A. 102-466, a/k/a *Ensuring Success in School (ESS) Law*~~, eff. 7-1-25~~. If a board adopts such a policy, it must allow for the consideration of any mitigating factors (including the student's status as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A). 105 ILCS 5/10-22.6(g), amended by P.A. 102-466, a/k/a *ESS Law*~~, eff. 7-1-25~~. If a board wants to provide for this alternative, it may add the following to either of the above options and add 105 ILCS 5/26A to the Legal References:

> The Superintendent is authorized to allow a student who was suspended or expelled from any public or private school to be placed in an alternative school program established under Article 13A of the School Code or an alternative learning opportunities program established under Article 13B of the School Code for the remainder of the suspension or expulsion. When determining whether to authorize such placement, the Superintendent shall consider any mitigating factors relating to the suspension or expulsion, including the student's status as a parent, expectant parent, or victim of domestic or sexual violence as defined in 105 ILCS 5/26A.

[18] Generally, a citizen of a foreign country who wishes to enter the U.S. must first obtain either: (1) a nonimmigrant visa (for temporary stay for tourism, medical treatment, business, temporary work, or study), or (2) an immigrant visa for permanent residence. Common visas presented by foreign students are:

1. J-1 nonimmigrant visas for participants in educational and cultural exchange programs designated by the U.S. Dept. of State (DOS), Exchange Visitor Program, and Designation Staff. These students are enrolled provided they otherwise qualify for admission. For information about J-1 visas and the Exchange Visitor Program, see j1visa.state.gov/programs.
2. F-1 nonimmigrant student visa. F-1 visas are not issued for attendance at an elementary or middle school (K-8). Before obtaining an F-1 student visa, the individual must submit evidence that the school district has been reimbursed for the unsubsidized per capita cost of the education. These students are enrolled provided they otherwise qualify for admission. However, attendance at U.S. public high schools cannot exceed a total of 12 months.
3. B-2 visitor nonimmigrant visas. There is disagreement over whether these students must be enrolled tuition~~-~~free. Their *visitor* visa is evidence of nonresident status. Call the district's attorney for guidance.
4. The qualified school-age child of an alien who holds another type of visa, i.e., A, E, H, I, L, etc., other than a visitor visa. These students are enrolled provided they otherwise qualify for admission. Likewise, dependents of foreign nationals on long-term visas are enrolled provided they otherwise qualify for admission.
5. No immigration documentation. Plyler v. Doe and 105 ILCS 5/22-105 (final citation pending), added by P.A. 104-288. A school cannot deny admission based upon immigration ~~(illegal)~~ status alone. Note that singling out foreign-looking students for visa requests is probably illegal discrimination. Thus, undocumented aliens are enrolled, provided they otherwise qualify for admission. See sample policy 7:150, *Agency and Law Enforcement Requests*, and sample administrative procedure 7:150-AP, *Managing Agency and Law Enforcement Requests*.
6. Immigrant visa. These students are enrolled provided they otherwise qualify for admission.

The Student and Exchange Visitor Information System (SEVIS) is an Internet-based system that provides tracking and monitoring, with access to accurate and current information on nonimmigrant students (F and M visas) and exchange visitors (J visa), and their dependents (F-2, M-2, and J-2). 8. U.S.C. §1372(c)(2), implemented by 8 C.F.R. §214.1(h), is an exception to the Family Educational Rights and Privacy Act (20 U.S.C. §1232g) authorizing and requiring districts to report information concerning an F, J, or M nonimmigrant to the extent necessary to comply with 8. U.S.C. §1372 and 8 C.F.R. §214.3(g) to certify these students for enrollment. SEVIS enables schools and program sponsors to transmit electronic information and event notifications, via the Internet, to the U.S. Dept. of Homeland Security (DHS) and DOS throughout a student's or exchange visitor's stay. SEVIS will provide system alerts, event notifications, and reports to the end-user schools and programs, as well as for DHS and DOS offices.

According to federal regulations, students who apply for F-1, M-1, F-3, J-1, or M-3 visas must pay a fee to the DHS. The regulations describe when and how the fee is to be paid, who is exempt from the fee, and the consequences for failure to pay, 8 C.F.R. Parts 103, 214, and 299.

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The District accepts foreign exchange students with a J-1 visa and who reside within the District as participants in an exchange program sponsored by organizations screened by administration. Exchange students on a J-1 visa are not required to pay tuition. [19]

Privately sponsored exchange students on an F-1 visa may be enrolled if an adult resident of the District has temporary guardianship, and the student lives in the home of that guardian. Exchange students on an F-1 visa are required to pay tuition at the established District rate.[20] F-1 visa student admission is limited to high schools, and attendance may not exceed 12 months.

The Board may limit the number of exchange students admitted in any given year. Exchange students must comply with District immunization requirements. Once admitted, exchange students become subject to all District policies and regulations governing students.

Re-enrollment [21] [*High School or Unit Districts only*]

Re-enrollment shall be denied to any individual 19 years of age or above who has dropped out of school and who could not earn sufficient credits during the normal school year(s) to graduate before his or her 21st birthday. However, at the Superintendent's or designee's discretion and depending on program availability, the individual may be enrolled in a graduation incentives program established under 105 ILCS 5/26-16 or an alternative learning opportunities program established under 105 ILCS 5/13B-1 (see 6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*). Before being denied re-enrollment, the District will offer the individual due process as required in cases of expulsion under policy 7:210, *Expulsion Procedures*. A person denied re-enrollment will be offered counseling and be directed to alternative educational programs, including adult education programs that lead to graduation or receipt of a GED diploma. This section does not apply to students eligible for special education under the Individuals with Disabilities Education Improvement Act or accommodation plans under the Rehabilitation Act, Section 504.

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[19] Optional. State law allows, but does not require, boards to waive nonresident tuition for these students. 105 ILCS 5/10-22.5a.

[20] Exchange students on F-1 visas must pay the full-unsubsidized public education costs before entering the U.S. 8 U.S.C. §1101(a)(15)(F); 8 U.S.C. §1184(m). Boards may not waive the fee.

[21] 105 ILCS 5/26-2(b). The requirements in this section are provided in State law, that is: (1) it is mandatory that a district deny re-enrollment as provided in this section; (2) it is permissive whether to enroll the individual in a district graduation incentives program or alternative learning opportunities program (although depending on circumstances, a student below the age of 20 may be entitled to enroll in a graduation incentives program); (3) it is mandatory to provide due process before denying re-enrollment; (4) it is mandatory to offer the individual who is denied re-enrollment counseling and to direct that person to alternative educational programs; and (5) it is mandatory that this section not apply to students eligible for special education.

105 ILCS 5/26-2(c) allows a district to deny enrollment to a student 17 years of age or older for one semester for failure to meet minimum academic or attendance standards if certain conditions are met. See sample policy 7:70, *Attendance and Truancy*.

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LEGAL REF.: 8 U.S.C. §1101 et seq., Illegal Immigrant and Immigrant Responsibility Act of 1996.
20 U.S.C. §1232g, Family Educational Rights and Privacy Act.
20 U.S.C. §1400 et seq., Individuals With Disabilities Education Improvement Act.
29 U.S.C. §794, Rehabilitation Act of 1973, Section 504.
42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.
105 ILCS 5/2-3.13a, 5/10-20.12, 5/10-20.59, 5/10-22.5a, 5/14-1.02, 5/14-1.03a, 5/22-105, 5/26-1, and 5/26-2~~, and 5/27-8.1~~.
105 ILCS 10/8.1, Ill. School Student Records Act.
105 ILCS 45/, Education for Homeless Children Act.
105 ILCS 70/, Educational Opportunity for Military Children Act.
325 ILCS 50/, Missing Children Records Act.
325 ILCS 55/, Missing Children Registration Law.
410 ILCS 315/2, Communicable Disease Prevention Act.
20 Ill.Admin.Code Part 1290, Missing Person Birth Records and School Registration.
23 Ill.Admin.Code Part 226, Special Education.
23 Ill.Admin.Code Part 375, Student Records.

CROSS REF.: 4:110 (Transportation), 6:30 (Organization of Instruction), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:135 (Accelerated Placement Program), 6:140 (Education of Homeless Children), 6:300 (Graduation Requirements), 6:310 (High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students), 7:60 (Residence), 7:70 (Attendance and Truancy), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:150 (Agency and Law Enforcement Requests), 7:340 (Student Records)

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Students

Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students [1]

Required Health Examinations and Immunizations

A student's parents/guardians shall present proof that the student received a health examination, with proof of the immunizations against, and screenings for, preventable communicable diseases, as required by the Illinois Department of Public Health (IDPH), within one year prior to:

1. Entering kindergarten or the first grade; [2]
2. Entering the sixth and ninth grades;[3] and
3. Enrolling in an Illinois school, regardless of the student's grade (including nursery school, special education, Head Start programs operated by elementary or secondary schools, and students transferring into Illinois from out-of-state or out-of-country). [4]

Proof of immunization against meningococcal disease is required for students in grades 6 and 12. [5]

As required by State law:

1. Health examinations must be performed by a physician licensed to practice medicine in all of its branches, an advanced practice registered nurse, or a physician assistant who has been delegated the performance of health examinations by a supervising physician. [6]
2. A diabetes screening is a required part of each health examination; diabetes testing is not required. [7]
3. An age-appropriate developmental screening and an age-appropriate social and emotional screening are required parts of each health examination.[8] A student will not be excluded from

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[1] State or federal law controls this policy's content. The policy restates 105 ILCS 5/~~27-8.1~~22-105, renumbered by P.A. 104-391. Immunization requirements are found in 77 Ill.Admin.Code §665.240. A ~~T~~tuberculosis skin test is required if the student lives in an area designated by the Ill. Dept. of Public Health (IDPH) as having a high incidence of ~~T~~tuberculosis. See also *Questions & Answers Regarding School Health Requirements*, revised May 2013, and available at: www.dhs.state.il.us/onenetlibrary/27897/documents/schoolhealth/faq_2013.pdf.

[2] 105 ILCS 5/~~27-8.1~~22-105(1), renumbered by P.A. 104-391; 77 Ill.Admin.Code §§665.140 and 665.240 et seq.

[3] Id.

[4] Id. If grade levels are not assigned, examinations must be completed within one year prior to the school year in which the child reaches the ages of five, 11, and 15. 77 Ill.Admin.Code §665.140(b).

[5] 410 ILCS 315/1.10; 77 Ill.Admin.Code §665.240(l). For students attending school programs where grade levels (kindergarten through 12) are not assigned, including special education programs, students must show proof that they have received one dose of meningococcal conjugate vaccine in the school year in which the child reaches age 11 and a second dose in the school year in which the child reaches age 16 (but if the first dose is administered when the child is 16 years of age or older, only one dose is required). Students eligible to remain in public school beyond grade 12 (special education) shall meet the requirements for 12th grade.

[6] 105 ILCS 5/~~27-8.1~~22-105(2), renumbered by P.A. 104-391; 77 Ill.Admin.Code §665.130.

[7] 105 ILCS 5/~~27-8.1~~22-105(2), renumbered by P.A. 104-391; 77 Ill.Admin.Code §665.700.

[8] 105 ILCS 5/~~27-8.1~~22-105(2), renumbered by P.A. 104-391; 77 Ill.Admin.Code Part 664. The health care provider must only record whether or not the social and emotional screening was completed.

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school due to his or her parent/guardian's failure to obtain a developmental screening or a social and emotional screening. [9]

4. Before admission and in conjunction with required physical examinations, parents/guardians of children between the ages of one and seven years must provide a statement from a physician that their child was *risk-assessed* or screened for lead poisoning. [10]
5. The IDPH will provide all students entering sixth grade and their parents/guardians information about the link between human papillomavirus (HPV) and HPV-related cancers and the availability of the HPV vaccine. [11]
6. The District will provide informational materials regarding influenza and influenza vaccinations developed, provided, or approved by the IDPH when it provides information on immunizations, infectious diseases, medications, or other school health issues to students' parents/guardians. [12]

Unless an exemption or extension applies, the failure to comply with the above requirements by October 15 of the current school year will result in the student's exclusion from school until the required health forms are presented to the District.[13] New students who register after October 15 of the current school

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[9] 105 ILCS 5/~~27-8.1~~22-105(2.5), renumbered by P.A. 104-391; 77 Ill.Admin.Code §664.140. Item #3 may be supplemented with any of the following options:

Option 1: If proof of the developmental screening or the social and emotional screening portions of the health examination are not presented by October 15 of the current school year, qualified school support personnel may, with a parent/guardian's consent, offer the screenings to the child.

Option 2: Once a student presents proof that he or she received a developmental screening or a social and emotional screening, the school may, with a parent/guardian's consent, make available appropriate school personnel to work with the parent/guardian, child, and provider who signed the screening form to obtain any appropriate evaluations and services.

Option 3:(The use of both Option 1 and 2.)

a. If proof of the developmental screening or the social and emotional screening portions of the health examination are not presented by October 15 of the current school year, qualified school support personnel may, with a parent/guardian's consent, offer the screenings to the child.
b. Once a student presents proof that he or she received a developmental screening or a social and emotional screening, the school may, with a parent/guardian's consent, make available appropriate school personnel to work with the parent/guardian, child, and provider who signed the screening form to obtain any appropriate evaluations and services.

Note: Even if the district does not offer the above optional services, consult the board attorney about whether the presence of developmental or social and emotional screening information on the Child Health Examination form triggers ~~c~~Child ~~f~~Find obligations under the Individuals with Disabilities Education Act and/or Section 504 of the Rehabilitation Act of 1973.

[10] Required by 410 ILCS 45/7.1. Physicians are required to screen children over 7 years of age for lead poisoning when, in the physician's judgment, a child is at risk. 410 ILCS 45/6.2.

[11] This sentence restates the requirement in the Communicable Disease Prevention Act regarding HPV-related cancer prevention. 410 ILCS 315/2e.

[12] 105 ILCS 5/~~27-8.1~~22-105(8.5), amended by P.A. 103-985 and renumbered by P.A. 104-391~~, eff. 1-1-25~~.

[13] 105 ILCS 5/~~27-8.1~~22-105(5), renumbered by P.A. 104-391, requires compliance by October 15 unless a district establishes an earlier date with 60 days' notice. If an earlier date is established, replace "October 15" in this paragraph with the earlier locally established date. During any student's exclusion from school for non-compliance with this policy, the student's parents/guardians shall be considered in violation of 105 ILCS 5/26-1 and subject to any penalty imposed by 105 ILCS 5/26-10, as provided in 105 ILCS 5/~~27-8.1~~22-105(5), renumbered by P.A. 104-391. 105 ILCS 5/~~27-8.1~~22-105(2.5), renumbered by P.A. 104-391, exempts developmental or social and emotional screenings from the exclusion from school requirement.

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year shall have 30 days following registration to comply with the health examination and immunization regulations.[14] If a medical reason prevents a student from receiving a required immunization by October 15, the student must present, by October 15, an immunization schedule and a statement of the medical reasons causing the delay.[15] The schedule and statement of medical reasons must be signed by the physician, advanced practice registered nurse, physician assistant, or local health department responsible for administering the immunizations.

A student transferring from out-of-state who does not have the required proof of immunizations by October 15 may attend classes only if he or she has proof that an appointment for the required vaccinations is scheduled with a party authorized to submit proof of the required vaccinations.[16] If the required proof of vaccination is not submitted within 30 days after the student is permitted to attend classes, the student may no longer attend classes until proof of the vaccinations is properly submitted.[17]

Eye Examination [18]

Parents/guardians are encouraged to have their children undergo an eye examination whenever health examinations are required. [19]

Parents/guardians of students entering kindergarten or an Illinois school for the first time shall present proof before October 15 of the current school year that the student received an eye examination within

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Note: 77 Ill.Admin.Code §665.240(n) states "It is not the intent of this Part that any child whose parents comply with the intent of this Part, the Act or the School Code should be excluded from a child care facility or school. A child or student shall be considered in compliance with the law if there is evidence of the intent to comply. Evidence may be: 1) a signed statement from a health care provider that he or she has begun, or will begin, the necessary immunization procedures; or 2) the parent's or legal guardian's written consent for the child's participation in a school or other community immunization program." Consult with the board attorney about the impact this regulation may have on the district's ability to and procedures for excluding students for non-compliance with this policy.

[14] This sentence is optional. The timeframe of 30 days is a matter of local discretion except that out-of-state transfer students who fail to provide proof of the required vaccinations after 30 days must be excluded until such proof is properly submitted. 105 ILCS 5/~~27-8.1~~22-105(5), renumbered by P.A. 104-391. Consult the board attorney about establishing timeframes other than 30 days.

[15] This sentence and the following sentence restate 105 ILCS 5/~~27-8.1~~22-105(5), renumbered by P.A. 104-391.

[16] Id. The special treatment of out-of-state transfer students resulted from the enactment of the Educational Opportunity for Military Children Act, 105 ILCS 70/. There are no more sunset dates in this law, which eliminates its constituents' need to continually revisit the law and extend its effective dates.

[17] 105 ILCS 5/~~27-8.1~~22-105, renumbered by P.A. 104-391.

[18] Required by 105 ILCS 5/~~27-8.1~~22-105(1.10) and 5/~~27-8.1~~22-105(2), both renumbered by P.A. 104-391. The IDPH's rules are published at 77 Ill.Admin.Code §665.610 et seq. §§665.150 and 665.630 prescribe the statewide eye examination report form, available at: www.idph.state.il.us/HealthWellness/EyeExamReport.pdf or 77 Ill.Admin.Code §665, Appendix A.

[19] While 105 ILCS 5/~~27-8.1~~22-105, renumbered by P.A. 104-391, requires eye examinations for students entering kindergarten or an Illinois school for the first time, it still encourages parents/guardians to have their children undergo eye examinations at the same points in time as their required health examinations. The IDPH must require that individuals conducting vision screenings give a child's parent/guardian a written notification stating (105 ILCS 5/~~27-8.1~~22-105(2), renumbered by P.A. 104-391):

> Vision screening is not a substitute for a complete eye and vision evaluation by an eye doctor. Your child is not required to undergo this vision screening if an optometrist or ophthalmologist has completed and signed a report form indicating that an examination has been administered within the previous 12 months.

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one year prior to entry of kindergarten or the school. A physician licensed to practice medicine in all of its branches, or a licensed optometrist, must perform the required eye examination.

If a student fails to present proof by October 15, the school may hold the student's report card until the student presents proof: (1) of a completed eye examination, or (2) that an eye examination will take place within 60 days after October 15. The Superintendent or designee shall ensure that parents/guardians are notified of this eye examination requirement in compliance with the rules of the IDPH. Schools shall not exclude a student from attending school due to failure to obtain an eye examination.

Dental Examination [20]

All children in kindergarten and the second, sixth, and ninth grades must present proof of having been examined by a licensed dentist before May 15 of the current school year in accordance with rules adopted by the IDPH.

If a child in the second, sixth, or ninth grade fails to present proof by May 15, the school may hold the child's report card until the child presents proof: (1) of a completed dental examination, or (2) that a dental examination will take place within 60 days after May 15. The Superintendent or designee shall ensure that parents/guardians are notified of this dental examination requirement at least 60 days before May 15 of each school year.

Exemptions [21]

In accordance with rules adopted by the IDPH, a student will be exempted from this policy's requirements for:

1. Religious grounds, if the student's parents/guardians present the IDPH's Certificate of Religious Exemption form to the Superintendent or designee. When a Certificate of Religious Exemption form is presented, the Superintendent or designee shall immediately inform the parents/guardians of exclusion procedures pursuant to Board policy 7:280, *Communicable and Chronic Infectious Disease*, and State rules if there is an outbreak of one or more diseases from which the student is not protected. [22]
2. Health examination or immunization requirements on medical grounds, if the examining physician, advanced practice registered nurse, or physician assistant provides written verification.

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[20] Required by 105 ILCS 5/~~27-8.1~~22-105(1.5), renumbered by P.A. 104-391. The IDPH's rules are published at 77 Ill.Admin.Code §665.410 et seq. §§665.150 and 665.430 prescribe the statewide dental examination report form, available at: ~~www.idph.state.il.us/HealthWellness/oralhlth/DentalExamProof10.pdf~~https://dph.illinois.gov/content/dam/soi/en/web/idph/forms/topics-services/prevention-wellness/oral-health/proof-school-dental-exam-042025.pdf or 77 Ill.Admin.Code §665, Appendix D.

[21] Id.; 105 ILCS 5/~~27-8.1~~22-105(1.10) and 5/~~27-8.1~~22-105(8), both renumbered by P.A. 104-391.

[22] Id.; 77 Ill.Admin.Code §665.510. The Certificate of Religious Exemption form is available on IDPH's website at: https://dph.illinois.gov/content/dam/soi/en/web/idph/files/forms/religious-exemption-form-081815-040816.pdf. To direct parents/guardians to the detailed exclusionary requirements pursuant to 77 Ill.Admin.Code Part 690, see sample exhibit 7:280-E2, *Reporting and Exclusion Requirements for Common Communicable Diseases*. The IDPH maintains communicable disease guidance for school nurses, which includes a chart detailing mode of transmission, symptoms, incubation period, period of communicability, criteria for exclusion from school, reporting requirements, and prevention and control measures at: https://dph.illinois.gov/topics-services/diseases-and-conditions/infectious-diseases/cd-school-nurse-guidance.html.

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3. Eye examination requirement, if the student's parents/guardians show an undue burden or lack of access to a physician licensed to practice medicine in all of its branches who provides eye examinations or a licensed optometrist.
4. Dental examination requirement, if the student's parents/guardians show an undue burden or a lack of access to a dentist.

Homeless Child

Any homeless child shall be immediately admitted, even if the child or child's parent/guardian is unable to produce immunization and health records normally required for enrollment.[23] Board policy 6:140, *Education of Homeless Children*, governs the enrollment of homeless children.

LEGAL REF.: 42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.
105 ILCS 5/27-8.122-105. and
105 ILCS 45/1-20, Education for Homeless Children Act.
410 ILCS 45/7.1, Lead Poisoning Prevention Act.
410 ILCS 315/2e, Communicable Disease Prevention Act.
23 Ill.Admin.Code §1.530.
77 Ill. Admin.Code Part 664, Socio-Emotional and Developmental Screening.
77 Ill.Admin.Code Part 665, Child and Student Health Examination and Immunization.
77 Ill.Admin.Code Part 690, Control of Notifiable Diseases and Conditions Code.

CROSS REF.: 6:30 (Organization of Instruction), 6:140 (Education of Homeless Children), 6:180 (Extended Instructional Programs), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:280 (Communicable and Chronic Infectious Disease)

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[23] Required by 105 ILCS 45/1-20 (Education for Homeless Children Act). Also required by the McKinney-Vento Homeless Assistance Act, 42 U.S.C. §11432(g)(3)(C)(i).

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Students

Teen Dating Violence Prohibited [1]

Engaging in teen dating violence that takes place at school, on school property, at school-sponsored activities, or in vehicles used for school-provided transportation is prohibited.[2] For purposes of this policy, ~~the term~~ *teen dating violence* occurs whenever a student who is 13 to 19 years of age uses or threatens to use physical, mental, or emotional abuse to control an individual in the dating relationship; or uses or threatens to use sexual violence in the dating relationship. [3]

The Superintendent or designee shall develop and maintain a program to respond to incidents of teen dating violence that: [4]

1. Fully implements and enforces each of the following Board policies: [5]
   a. 2:260, *Uniform Grievance Procedure*. This policy provides a method for any student, parent/guardian, employee, or community member to file a complaint if he or she believes that the School Board, its employees, or its agents have violated his or her rights under the State or federal Constitution, State or federal statute, Board policy, or various enumerated bases.
   b. 2:265, *Title IX Grievance Procedure*. This policy prohibits a District employee, agent, or student from engaging in sexual harassment in violation of Title IX of the Education

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[1] All school boards must have a policy on teen dating violence. 105 ILCS ~~110/3.10~~5/27-240, renumbered by P.A. 104-391. This sample policy is designed to align with a district's already-existing procedures for reporting bullying and school violence. See f/n 7. The curriculum components for teen dating violence education, which apply to districts with students enrolled in grades 7 through 12, are listed in sample administrative procedure 6:60-AP1, *Comprehensive Health Education Program*.

[2] 105 ILCS ~~110/3.10~~5/27-240(b)(1), renumbered by P.A. 104-391. School officials must proceed carefully before disciplining a student for out-of-school conduct. A school's authority over off-campus conduct is much more limited than incidents that occur on school grounds. However, school officials may generally: (1) remove a student from extracurricular activities when the conduct code for participation requires students to conduct themselves at all times as good citizens and exemplars of the school (see sample policy 7:240, *Conduct Code for Participants in Extracurricular Activities*); and (2) suspend or expel a student from school attendance when the student's expression causes substantial disruption to school operations.

[3] 105 ILCS ~~110/3.10~~5/27-240(a), renumbered by P.A. 104-391. For districts that wish to broaden the ages (e.g., perhaps include 11-12 year olds in a middle school setting), delete the following phrase from the first sentence: "~~who is 13 to 19 years of age~~". The law defines *dating* or *dating relationship* as an "ongoing social relationship of a romantic or intimate nature between two persons." The terms do not include "a casual relationship or ordinary fraternization between two persons in a business or social context."

[4] Required by 105 ILCS ~~110/3.10~~5/27-240(b)(3), renumbered by P.A. 104-391.

[5] Be sure the referenced board policies, as adopted locally, contain the language paraphrased in this policy. If not, either substitute similar language from the locally adopted board policies on the same topics, or just insert the titles from relevant locally adopted policies.

The statutory content requirements for a teen dating policy include "establish[ing] procedures for the manner in which employees of a school are to respond to incidents of teen dating violence." This policy fulfills this requirement by incorporating by reference the following administrative procedure: 7:180-AP1, *Prevention, Identification, Investigation, and Response to Bullying*. This means that 7:180-AP1 should be considered to be part of this policy.

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Amendments of 1972. Prohibited conduct includes but is not limited to sexual assault, dating violence, domestic violence, and stalking.

c. 7:20, *Harassment of Students Prohibited*. This policy prohibits any person, including a District employee, agent, or student, from harassing intimidating, or bullying a student based on the student's actual or perceived characteristics of sex; sexual orientation; gender identity; and gender-related identity or expression (this policy includes more protected statuses).

d. 7:180*, Prevention of and Response to Bullying, Intimidation, and Harassment*. This policy prohibits students from engaging in bullying, intimidation, and harassment at school, school-related events and electronically. Prohibited conduct includes threats, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying.

2. Encourages anyone with information about incidents of teen dating violence to report them to any of the following individuals: [6]

   a. Any school staff member. School staff shall respond to incidents of teen dating violence by following the District's established procedures for the prevention, identification, investigation, and response to bullying and school violence. [7]

   b. The Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager identified in Board policy 7:20, *Harassment of Students Prohibited*. [8]

3. Incorporates age-appropriate instruction in grades 7 through 12, in accordance with the District's comprehensive health education program in Board policy 6:60, *Curriculum Content*. This includes incorporating student social and emotional development into the District's educational program as required by State law and in alignment with Board policy 6:65, *Student Social and Emotional Development*. [9]

4. Incorporates education for school staff, as recommended by the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager. [10]

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[6] 105 ILCS ~~110/3.10~~5/27-240(b)(4), renumbered by P.A. 104-391, requires the policy to identify by job title which school officials are responsible for receiving reports related to teen dating violence.

[7] Id. at f/ns 5 and 6. Sexual violence is one listed component of teen dating violence. 105 ILCS ~~110/3.10~~5/27-240(a), renumbered by P.A. 104-391. Sexual violence has also been found by the Ill. Gen. Assembly to be a component of bullying and school violence. 105 ILCS 5/~~27-23.7~~22-110, renumbered by P.A. 104-391. Thus, identifying *any school staff member* is consistent with sample administrative procedure 7:180-AP1, *Prevention, Identification, Investigation, and Response to Bullying*, which uses the student-friendly reporting system outlined in sample exhibit 7:180-AP1, E2, *Be a Hero by Reporting Bullying*.

[8] Id. Under any reporting system, a report involving bullying and school violence that is based upon a protected status (often teen dating violence will involve conduct based upon the target's sex) must be referred to the district's Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager (7:20, *Harassment of Students Prohibited*). Customize this list to reflect local conditions. These individuals may also take reports directly from students.

[9] Required by 105 ILCS ~~110/3.10~~5/27-240(b)(2), renumbered by P.A. 104-391. The curriculum-specific components for teen dating violence education are listed in 6:60-AP1, *Comprehensive Health Education Program*.

[10] Id. For boards that add the optional paragraphs in policy 5:100, *Staff Development Program*, add the phrase "and Board policy 5:100, *Staff Development Program*."

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5. Notifies students and parents/guardians of this policy. [11]

Incorporated by Reference: 7:180-AP1 (Prevention, Identification, Investigation, and Response to Bullying)

LEGAL REF.: 105 ILCS 5/27-240~~110/3.10~~.

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

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[11] Required by 105 ILCS ~~110/3.10~~5/27-240(b)(5), renumbered by P.A. 104-391. Boards must communicate this policy to students and their parents/guardians. This may be accomplished, in part, by (1) sending exhibit 7:185-E, *Memo to Parents/Guardians Regarding Teen Dating Violence*, and (2) amending the district's anti-bullying campaign statement(s), such as the following, in the student handbook and school website:

Bullying, teen dating violence, intimidation, and harassment are not acceptable in any form and will not be tolerated at school or any school-related activity. The School District will take disciplinary action against any student who participates in such conduct or who retaliates against someone for reporting incidents of bullying, teen dating violence, intimidation, or harassment.

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Students

Bus Conduct [1]

All students must follow the District's School Bus Safety Rules.

School Bus Suspensions

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

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

If a student is suspended from riding the bus for gross disobedience or misconduct on a bus, the ~~School~~ Board may suspend the student from riding the school bus for a period in excess of 10 days for safety reasons. The District's regular suspension procedures shall be used to suspend a student's privilege to ride a school bus. [2]

Academic Credit for Missed Classes During School Bus Suspension [3]

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

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[1] All districts must have a policy on student discipline. 105 ILCS 5/10-20, amended by P.A.s 104-391 and 104-430.14; 23 Ill.Admin.Code §1.280. Ill. State Board of Education (ISBE) is available at: www.isbe.net/Documents/Bus-Safety-Guidance-June-2025.pdf. State law requires the parent-teacher advisory committee, in cooperation with school bus personnel, to develop with the board, school bus safety procedures. 105 ILCS 5/10-20.14(c). See sample administrative procedure 4:110-AP3, *School Bus Safety Rules*.

[2] Attorneys disagree whether 105 ILCS 5/10-22.6(b) applies to school bus suspensions; this sentence applies the law to school bus suspensions. Sample policy 7:200, *Suspension Procedures*, satisfies the procedural requirements in 105 ILCS 5/10-22.6(b). Delete this sentence only at the direction of the board attorney.

[3] The first sentence of this subhead is required by 105 ILCS 5/10-22.6(b-30).

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Electronic Recordings on School Buses [4]

Electronic visual and audio recordings may be used on school buses to monitor conduct and to promote and maintain a safe environment for students and employees when transportation is provided for any school related activity. Notice of electronic recordings shall be displayed on the exterior of the vehicle's entrance door and front interior bulkhead in compliance with State law and the rules of the Illinois Department of Transportation, Division of Traffic Safety.

Students are prohibited from tampering with electronic recording devices. Students who violate this policy shall be disciplined in accordance with the Board's discipline policy and shall reimburse the School District for any necessary repairs or replacement.

LEGAL REF.: ~~Family Educational Rights and Privacy Act,~~ 20 U.S.C. §1232g, Family Educational Rights and Privacy Act; 34 C.F.R. Part 99.
105 ILCS 5/10-20.14~~,~~ and 5/10-22.6~~, and 10/~~.
105 ILCS 10/, Ill. School Student Records Act~~.~~
720 ILCS 5/14-3(m).
23 Ill.Admin.Code Part 375, Student Records.

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

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

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[4] This section is optional; it contains the statutory prerequisites for districts that want to use electronic audio and visual recording devices on school buses. 720 ILCS 5/14-3(m). These required prerequisites reside in an exception to the criminal eavesdropping statute. The criminal eavesdropping statute prohibits recording a conversation in which someone has a reasonable expectation of privacy without the consent of all parties but allows citizens to record public conversations without obtaining consent. While the criminal eavesdropping statute was legislatively corrected as of 12-30-2014, 720 ILCS 5/14-3(m) remains the same. Districts should consult with their board attorney regarding the requirements of the statute.

In addition, consult with the board attorney concerning the status of video and/or audio recordings that were made on school buses. Confusion surrounds whether or not videotapes are education records for purposes of the federal Family Education Rights and Privacy Act (20 U.S.C.§1232g) and/or school student records as defined in the Ill. School Student Records Act (ISSRA) (105 ILCS 10/). ~~The Ill. State Board of Education (~~ISBE~~)~~ considerably reduced the confusion by stating in its rule that school student records do not include video or other electronic recordings "created at least in part for law enforcement or security or safety reasons or purposes." 23 Ill.Admin.Code §375.10. ISBE rules also specify that: (1) electronic recordings made on school buses, as defined in the exemption from the criminal offense of eavesdropping in 720 ILCS 5/14-3(m), are not school student records, and (2) no image on a school security recording may be designated as directory information. 23 Ill.Admin.Code §§ 375.10, 375.80(a)(2)(B). This treatment exempts school bus videos from the multiple requirements in ISSRA. However, when responding to a request under the Freedom of Information Act (5 ILCS 140/) for recordings on school buses, a district will need to find an exemption other than the recording is a school student record.

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Students

Misconduct by Students with Disabilities [1]

Behavioral Interventions [2]

Behavioral interventions shall be used with students with disabilities to promote and strengthen desirable behaviors and reduce identified inappropriate behaviors. The School Board will establish and maintain a committee to develop, implement, and monitor procedures on the use of behavioral interventions for children with disabilities.

Discipline of Special Education Students [3]

The District shall comply with the Individuals With Disabilities Education Improvement Act of 2004 and the Ill.~~inois~~ State Board of Education's *Special Education* rules when disciplining special education students. No special education student shall be expelled if the student's particular act of gross disobedience or misconduct is a manifestation of his or her disability.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] State or federal law controls this policy's content. State law requires each district to have a policy on student behavior (105 ILCS 5/10-20.14; 23 Ill.Admin.Code §1.280) plus "policies and procedures" on behavioral interventions (105 ILCS 5/14-8.05). In its continuing commitment to help school districts and special education cooperatives comply with ~~ISBE~~the Ill. State Board of Education's requirements for policy and procedure, the Ill. Council of School Attorneys, special education committee, reviewed this policy and prepared extensive procedures, *Special Education Procedures Assuring the Implementation of Comprehensive Programming for Children with Disabilities*. These procedures, plus other material, are available gratis on the IASB website at: www.iasb.com/policy-services-and-school-law/guidance-and-resources/special-education/special-education-procedures-and-sample-policies/ ~~iasb.com/law/iesaspeced.cfm~~.

[2] State law specifies what must be covered in the mandatory "policies and procedures" on behavioral interventions. 105 ILCS 5/14-8.05(c). They must "be developed with the advice of parents with students with disabilities and other parents, teachers, administrators, advocates for persons with disabilities, and individuals with knowledge or expertise in the development and implementation of behavioral interventions for persons with disabilities." Id. A board that wants to highlight the components of the procedures may add the following:

> The committee shall review the Ill. State Board of Education's guidelines on the use of behavioral interventions and use them as a non-binding reference. This policy and the behavioral intervention procedures shall be furnished to the parents/guardians of all students with individual education plans (IEPs) within 15 days after their adoption or amendment by, or presentation to, the School Board or at the time an individual education plan is first implemented for a student; all students shall be informed annually of this policy and the procedures. At the annual ~~individualized education plan~~IEP review, this policy shall be given to the parents/guardians and the behavioral interventions procedures explained and made available to them on request.

[3] A special education student may not be expelled for behavior or a condition that is a manifestation of the student's disability. 34 C.F.R. §300.530.

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LEGAL REF.: Individuals With Disabilities Education Improvement Act of 2004, 20 U.S.C. §§1412, 1413, and 1415.
Gun-Free Schools Act, 20 U.S.C. §7151 et seq.
34 C.F.R. §§300.101, 300.530 - 300.536.
105 ILCS 5/10-22.6 and 5/14-8.05.
23 Ill.Admin.Code §226.400.
Honig v. Doe, ~~108 S.Ct. 592~~484 U.S. 305 (1988).

CROSS REF.: 2:150 (Committees), 6:120 (Education of Children with Disabilities), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:210 (Expulsion Procedures), 7:220 (Bus Conduct)

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Students

Conduct Code for Participants in Extracurricular Activities [1]

The Superintendent or designee, using input from coaches and sponsors of extracurricular activities, shall develop a conduct code for all participants in extracurricular activities consistent with School Board policy.[2] 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.[3] The conduct code shall be reviewed by the Building Principal periodically at his or her discretion and presented to the Board.

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 12 participating in these programs. [4]

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] State or federal law controls this policy's content.

[2] Optional:

…and the rules adopted by any association in which the School District maintains a membership.

[3] In most cases involving a student's removal from an extracurricular activity, courts have ruled that participation in extracurricular programs is a privilege rather than a right. Clements v. Bd. of Educ. of Decatur Public Sch. Dist. No. 61, 133 Ill.App.3d 531 (4th Dist. 1985). The deprivation of a privilege does not trigger the Constitution's due process provision. Consequently, unlike school attendance, students generally have no constitutional right to participate in extracurricular programs. See also Kevin Jordan v. O'Fallon THSD 203, 302 Ill.App.3d 1070 (5th Dist. 1999). This case involved a type of *good citizen* rule in which all student-participants in extracurricular activities agreed to abide by the school's ban on alcohol and drug use. Pursuant to this rule, the school suspended a star football player who police had found intoxicated at a convenience store around 3:00 A.M. The suspension was upheld.

Compare with Mahanoy Area Sch. Dist. v. B.L., ~~141 S.Ct. 2038~~594 U.S. 180 (2021), which involved a student suspended from the cheerleading squad for one year after she posted two vulgar *snaps* 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 sample administrative procedure 7:240-AP1, *Code of Conduct for Extracurricular Activities*.

[4] 105 ILCS 5/27-255(d)~~23.3~~, renumbered by P.A. 104-391.

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Extracurricular Drug and Alcohol Testing Program [5]

The District maintains an extracurricular drug and alcohol testing program in order to foster the health, safety, and welfare of its students. Participation in extracurricular activities is a privilege and participants need to be exemplars. The program promotes healthy and drug-free participation.

Each student and his or her parents/guardians must consent to having the student submit to random drug and alcohol testing in order to participate in any extracurricular activity. Failure to sign the District's *Consent to Participate in Extracurricular Drug and Alcohol Testing Program* form will result in non-participation.

If a test is *positive*, the student will not participate in extracurricular activities until after a *follow-up* test is requested by the Building Principal or designee and the results are reported. The Building Principal or designee will request a *follow-up* test after such an interval of time that the substance previously found would normally be eliminated from the body. If this *follow-up* test is negative, the student will be allowed to resume extracurricular activities. If a *positive* result is obtained from the *follow-up* test, or any later test, the same previous procedure shall be followed.

The Superintendent or designee shall develop procedures to implement this policy. No student shall be expelled or suspended from school as a result of any verified positive test conducted under this program other than when independent reasonable suspicion of drug and/or alcohol usage exists. This program does not affect the District policies, practices, or rights to search or test any student who at the time exhibits cause for reasonable suspicion of drug and/or alcohol use.

Performance Enhancing Drug Testing of High School Student Athletes [6]

The Illinois High School Association (IHSA) prohibits participants in an athletic activity sponsored or sanctioned by IHSA from ingesting or otherwise using any performance enhancing substance on its banned substance list, without a written prescription and medical documentation provided by a licensed physician who evaluated the student-athlete for a legitimate medical condition. IHSA administers a performance-enhancing substance testing program. Under this program, student athletes are subject to random drug testing for the presence in their bodies of performance-enhancing substances on the IHSA's banned substance list. In addition to being penalized by IHSA, a student may be disciplined according to Board policy 7:190, *Student Behavior*.

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[5] This program is optional. The U.S. Supreme Court upheld the constitutionality of a student activities drug testing policy that required all middle and high school students to consent to random urinalysis testing for drugs in order to participate in any extracurricular activity. Bd. of Educ. of Independent Sch. Dist. No. 92 v. Earls et al., 536 U.S. 822 (2002). This sample policy, as well as the procedures and forms implementing it, are based on the policy approved by the Seventh Circuit in Todd v. Rush County Schs., 133 F.3d 984 (7th Cir. 1998). Alternatively, this program may be limited to extracurricular athletic participants; if so, add the Drug and Alcohol Testing Program to policy 7:300, *Extracurricular Athletics*, and delete it from here.

[6] For a list of classes of banned substances, the testing program, and other related resources, see the IHSA Performance-Enhancing Drug Testing Policy in the *IHSA Handbook*, available online at: www.ihsa.org/about/constitution-by-laws-policies. ~~Sports Medicine website, www.ihsa.org/Resources/Sports-Medicine/Performance-Enhancing-Drugs-Steroid-Education.~~

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LEGAL REF.: Mahanoy Area Sch. Dist. v. B.L., ~~141 S.Ct. 2038~~594 U.S. 180 (2021).
Bd. of Educ. of Independent Sch. Dist. No. 92 v. Earls, 536 U.S. 822 (2002).
Vernonia Sch. Dist. 475 v. Acton, 515 U.S. 646 (1995).
Clements v. Bd. of Educ. of Decatur, 133 Ill.App.3d 531 (4th Dist. 1985).
Kevin Jordan v. O'Fallon THSD 203, 302 Ill.App.3d 1070 (5th Dist. 1999).
Todd v. Rush County Schs., 133 F.3d 984 (7th Cir. 1998).
105 ILCS 5/24-24~~,~~ and 5/27-255(d)~~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)

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Students

Exemption from Physical Education [1]

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.[2] 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.[3] 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. [4]

Special activities in physical education will be provided for a student whose physical or emotional condition, as determined by a person licensed under the Medical Practice Act, prevents his or her participation in the physical education course. [5]

State law prohibits the Board from honoring parental excuses based upon a student's participation in athletic training, activities, or competitions conducted outside the auspices of the School District. [6]

A student who is eligible for special education may be excused from physical education courses in either of the following situations: [7]

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] An ISBE rule requires boards to have a policy defining the types of parental excuses that will be accepted in order for a student to be exempted from P.E. 23 Ill.Admin.Code §1.425(e), amended at 42 Ill.Reg. 11542-43. State or federal law controls this policy's content.

For elementary districts, delete ~~6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*~~ from the cross references of this sample policy.

[2] Medical Practice Act is found in 225 ILCS 60/; 23 Ill.Admin.Code §1.425(d).

[3] Required by 23 Ill.Admin.Code §1.425(d)(1) and (2)~~.~~. School boards must identify any evidence/support they will require for excuses they will deem appropriate. Before the board adopts this sample policy, it should have a conversation with the superintendent to discuss and review and/or amend the sample reasons for excusal offered in this sample policy. Topics for discussion include determining whether (a) the sample reasons are sufficient, (b) more reasons are needed, and/or (c) the sample reasons should be amended. These conversations should be based upon the community's needs.

[4] 105 ILCS 5/27-710~~6~~(b-5), renumbered~~added~~ by P.A. 104-3912~~-405~~; 23 Ill.Admin.Code §1.425(f). A note from clergy or a religious leader is unnecessary to excuse a student from the physical education components of physical education class during a period of religious fasting, and should not be requested by a district. Only a note from a student's parent/guardian is required.

[5] Required by 105 ILCS 5/27-710, renumbered by P.A. 104-3916 and 23 Ill.Admin.Code §1.425(d)(3).

[6] 105 ILCS 5/27-710(b), renumbered by P.A. 104-3916~~(b)~~; 23 Ill.Admin.Code §1.425(e)(6). See sample policy 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*, for a list of categories of students in grades 9-12 who may be excused from P.E. due to participation in school district athletic training, activities, or competitions.

[7] 105 ILCS 5/27-710(b), renumbered by P.A. 104-391 ~~6(b)~~ and 23 Ill.Admin.Code §1.425(e)(5)(A) and (B).

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1. He or she (a) is in grades 3-12, (b) his or her Individualized Educational Program/Plan (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~~)~~. [8]

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

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.[10] 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 Board policy were applied to the student's individual circumstances, as appropriate. [11]

Students who have been excused from physical education shall return to the course as soon as practical.[12] The following considerations will be used to determine when a student shall return to a physical education course: [13]

1. The time of year when the student's participation ceases;
2. The student's class schedule; and
3. The student's future or planned additional participation in activities qualifying for substitutions for physical education as outlined in Board policy 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*. [14]

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[8] 105 ILCS 5/27-710(b), renumbered by P.A. 104-3916~~(b)~~.

[9] 105 ILCS 5/27-710, renumbered by P.A. 104-3916; 23 Ill.Admin.Code §1.425(e). Delete this sentence for elementary school districts.

[10] Optional. Id. See f/n 19 in sample policy 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*, for discussion of what constitutes an *interscholastic* or *extracurricular athletic program*. Delete this paragraph for high school districts.

For elementary or unit school boards that want to explain the meaning of *interscholastic or extracurricular athletic program*, insert the following option:

> 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.

[11] 23 Ill.Admin.Code §1.425(e). Districts must maintain records showing that the criteria set forth in 105 ILCS 5/27-710, renumbered by P.A. 104-3916~~, amended by P.A. 100-465~~, was applied to the student's individual circumstances.

[12] 23 Ill.Admin.Code §1.425(e)(1)(A)-(C).

[13] Insert any additional criteria the board may want to use.

[14] Delete item #3 for elementary districts, move "and" to the end of sentence number 1, delete the semicolon at the end of number 2 and insert a period.

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LEGAL REF.: 105 ILCS 5/27-~~7106~~7106.
225 ILCS 60/, Medical Practice Act.
23 Ill.Admin.Code §1.420(p) and §1.425(d), (e).

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

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Students

Communicable and Chronic Infectious Disease [1]

A student with or carrying a communicable and/or chronic infectious disease has all rights, privileges, and services provided by law and the School Board's policies.[2] The Superintendent will develop procedures to safeguard these rights while managing health and safety concerns.

LEGAL REF.: 105 ILCS 5/10-21.11.
23 Ill.Admin.Code §§~~-~~1.610 and 226.300.
77 Ill.Admin.Code Part 690, Control of Notifiable Diseases and Conditions Code.
20 U.S.C. §1400 et seq., Individuals With Disabilities Education Improvement Act of 2004.
29 U.S.C. §794(a), Rehabilitation Act of 1973, Section 504.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] 105 ILCS 5/10-21.11 requires all boards to adopt a policy on the appropriate manner of managing children with chronic infectious diseases. State or federal law controls this policy's content. This policy concerns an area in which the law is unsettled in that competing interests (balancing the protection of the afflicted student's rights against the protection of the health and safety of the student body) have not been completely resolved.

[2] A student with a contagious disease is probably an ~~*handicapped*~~ *individual with a disability* under Section 504 of the Rehabilitation Act of 1973. 29 U.S.C. §794(a). See Sch. Bd. of Nassau Co. v. Arline, 480 U.S. 273 (1987) (teacher with tuberculosis was ~~handicapped~~ covered under Section 504); Thomas v. Atascadero Unified Sch. Dist., 662 F.Supp. 376 (C.D. Ca. 1986) (a child with AIDS was ~~a *handicapped person*~~covered under Section 504); Dist. 27 Cmty. Sch. Bd. v. Bd. of Educ. of the City of New York, 502 N.Y.S.2d 325 (1986).

Students with contagious diseases may also qualify for special education under the Individuals With Disabilities Education Improvement Act of 2004. 20 U.S.C. §1400 et seq. Each school district, independently or in cooperation with other districts, must provide a comprehensive program of special education that meets the needs of children from ages 3 through~~to~~ 21 with exceptional characteristics as identified in State law, specifically including physical or health impairments. 105 ILCS 5/~~Art.~~ 14.

Decisions to place a student in a class outside regular classes due to infectious disease must be based on medical evaluations indicating a need to protect the health and safety of others. Cmty. High Sch. Dist. 155 v. Denz, 124 Ill.App.3d 129 (2nd Dist. 1984).

Cases involving contagious diseases are highly fact-specific. Generally, the appropriate treatment of a student depends on the severity of the disease and the risk of infecting others, but in all cases, the board attorney should be consulted.

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Students

Extracurricular Athletics

Student participation in school-sponsored extracurricular athletic activities is contingent upon the following:

1. The student must meet the academic criteria set forth in Board policy 6:190, *Extracurricular and Co-Curricular Activities*. [1]
2. A parent/guardian of the student must provide written permission for the student's participation, giving the District full waiver of responsibility of the risks involved. [2]
3. The student must present a current certificate of physical fitness issued by a licensed physician, an advanced practice registered nurse, or a physician assistant. The ***Pre-Participation Physical Examination Form***, offered by the Illinois High School Association and the Illinois Elementary School Association, is the preferred certificate of physical fitness. [3]
4. The student must show proof of accident insurance coverage either by an insurance policy purchased through the District-approved insurance plan or a parent/guardian written statement that the student is covered under a family insurance ~~plan~~policy. [4]

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[1] State or federal law controls this policy's content.

A comprehensive Student Handbook can provide notice to parents and students of the school's conduct rules, extracurricular and athletic participation requirements, and other important information. The building principal usually develops the Handbook, subject to review and approval by the superintendent and board.

Each board in a district that maintains any of grades 9 through 12 must have a *no pass-no play* policy. 105 ILCS 5/10-20.30. See sample policy 6:190, *Extracurricular and Co-Curricular Activities*, for complete details.

For purposes of clarity, the IASB uses a curricular-extracurricular dichotomy. All classes are included in the category *curricular* as well as what was formally known as *co-curricular*, e.g., band and choral performances that are a required part of the class. The category *extracurricular* includes all school-sponsored activities that are not a part of a student's educational program as reflected in the student's class schedule. Examples include football, cheerleading, French club, Key Club, and student government. Note that extracurricular activities may be curriculum-related or non-curriculum-related for purposes of determining access to school facilities under the federal Equal Access Act. See sample policy 7:330, *Student Use of Buildings - Equal Access.*

[2] At a minimum, schools should: (1) fully inform and warn students and their parents/guardians of risks inherent in a sport, (2) assist their understanding and appreciation of these risks, and (3) document the school's efforts. See sample exhibit 7:300-E1, *Agreement to Participate.* This form's provision concerning waiver of liability and hold harmless should be reviewed with the board attorney. The district may not be able to waive gross negligence or recklessness on its part, but the waiver language in the form serves to alert the student and his/her parents/guardians to the seriousness of potential injuries.

[3] Students participating in interscholastic athletics must have an annual physical exam. 23 Ill.Admin.Code §1.530(b)(2). Ill. High School Association (IHSA) by-law 2.150 requires schools to have on file for each student participating in interscholastic athletics a certificate of physical fitness issued by a licensed physician, physician assistant, or nurse practitioner not more than 395 days preceding any date of participation; a form is available on the IHSA website at: www.ihsa.org/resources/download-center~~ihsa.org/Resources/DownloadCenter.aspx~~.

[4] This item ensures that students are covered by insurance for medical expenses up to $50,000 (before the district's catastrophic accident insurance kicks in) and that students who are not covered by the district's catastrophic insurance are otherwise covered by insurance.

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5. The student must agree to follow all conduct rules and the coaches' instructions.
6. The student and his or her parents/guardians must provide written consent to random drug and alcohol testing pursuant to the Extracurricular Drug and Alcohol Testing Program. [5]
7. The student and his or her parents/guardians must: (a) comply with the eligibility rules of, and complete any forms required by, any sponsoring association (such as, the Illinois Elementary School Association, the Illinois High School Association, or the Southern Illinois Junior High School Athletic Association),[6] and (b) complete all forms required by the District including, without limitation, signing an acknowledgment of receiving information about ~~the~~ Board~~'s concussion~~ policy 7:305, *Student Athlete Concussions and Head Injuries*. [7]

The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

105 ILCS 5/22-15 requires (with limited exceptions) each school district having grades 9-12 to maintain catastrophic insurance coverage for student athletes who sustain an accidental injury while participating in interscholastic athletic events sanctioned by IHSA that results in medical expenses in excess of $50,000. A district maintaining grades K-8 may, but is not required to, provide accident and/or health insurance on a group or individual basis for students injured while participating in any school-sponsored athletic activity. For more information see sample policy 4:100, *Insurance Management*.

[5] Optional; delete if the district does not have such a program. Be sure this provision is consistent with sample policy 7:240, *Conduct Code for Participants in Extracurricular Activities*, and sample administrative procedure 7:240-AP2, *Extracurricular Drug and Alcohol Testing Program*. The Seventh Circuit upheld the constitutionality of a high school's random drug testing program for students involved in extracurricular activities in Todd v. Rush County Schs., 133 F.3d 984 (7th Cir. 1998).

[6] Participants in an IHSA-sponsored or sanctioned athletic event are subject to testing for banned substances. For a list of banned substance classes~~s~~, the testing program, and other related resources, see the IHSA Handbook~~Sports Medicine website,~~ at: www.ihsa.org/about/constitution-by-laws-policies and www.ihsa.org/resources/download-center~~www.ihsa.org/Resources/SportsMedicine/PerformanceEnhancingDrugsSteroidEducation.aspx~~.

The sponsoring organization's rules/bylaws/policies ~~control~~ govern decisions related to transgender student participation in extracurricular athletic activities. See:

1. IESA Handbook: *Policy and School Recommendations for Transgender Participation* at: www.iesa.org/documents/handbook/IESA-Policies.pdf;
2. IHSA Handbook: Ppolicy #34, *Policy and School Recommendations for Transgender Participation*, at: www.ihsa.org/about/constitution-by-laws-policies~~www.ihsa.org/About-the-IHSA/Constitution-By-laws-Policies~~; and
3. SIJHSAA *Transgender Participation Policy* at: www.sijhsaa.com/images/stories/pdf/TRANSGENDER_PARICIPATION_POLICY_Revised_10-17-18.pdf.

For further information on accommodating transgender students, see sample administrative procedure 7:10-AP1, *Accommodating Transgender, Nonbinary, or Gender Nonconforming Students*. See also two Ill. State Board of Education non-regulatory guidance documents entitled *Supporting Transgender, Nonbinary and Gender Nonconforming Students* and *Sample District Policy and Administrative Procedures*, at: www.isbe.net/supportallstudents. Federal administrations have taken varying positions on whether transgender students can compete consistent with their gender identity; consult the board attorney for guidance on this evolving area of law.

[7] IHSA eligibility information and required forms are available at: www.ihsa.org/resources/download-center~~www.ihsa.org/Resources/Download-Center~~.

A district must include information concerning the board's concussion policy in any agreement, contract, code, or other written instrument that the district requires a student athlete and his or her parent(s) or guardian(s) to sign before participating in practice or interscholastic competition. 23 Ill.Admin.Code §1.530(b)(1). Sample exhibit 7:300-E1, *Agreement to Participate*, contains the requirements in this policy. In addition, the student and student's parent/guardian must sign a form approved by IHSA acknowledging receiving and reading written information on concussions. 105 ILCS 5/22-80(e).

The IHSA website contains many helpful resources, available at: www.ihsa.org/resources.~~e.g.: www.ihsa.org/Resources/Download-Center (see consent form under subhead Sports Medicine Forms) www.ihsa.org/Resources/SportsMedicine/PerformanceEnhancingDrugsSteroidEducation/IHSAPerformanceEnhancingSubstancePolicy.aspx (performance-enhancing drugs) www.ihsa.org/Resources/SportsMedicine/ConcussionManagement/ConcussionResources.aspx (concussions)~~

Concussion information is available from the Ill. Elementary School Assoc. at: www.iesa.org/activities/concussion.asp.

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The Superintendent or designee (1) is authorized to impose additional requirements for a student to participate in extracurricular athletics, provided the requirement(s) comply with Board policy 7:10, *Equal Educational Opportunities*, and (2) shall maintain the necessary records to ensure student compliance with this policy.

LEGAL REF.: 105 ILCS 5/10-20.30~~,~~ and 5/22-80~~, and 25/2~~.
23 Ill.Admin.Code §1.530(b).

CROSS REF.: 4:100 (Insurance Management), 4:170 (Safety), 6:190 (Extracurricular and Co-Curricular Activities), 7:10 (Equal Educational Opportunities), 7:20 (Harassment of Students Prohibited), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:305 (Student Athlete Concussions and Head Injuries), 7:340 (Student Records)

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Community Relations

Parent Organizations and Booster Clubs

Parent organizations and booster clubs are invaluable resources to the District's schools. While parent organizations and booster clubs have no administrative authority and cannot determine ~~District~~ Board policy, the School Board welcomes their suggestions and assistance.

Parent organizations and booster clubs may be recognized by the Board and permitted to use the District's name, a District school's name, ~~or~~ a District school's team name, or any logo attributable to the District provided they first receive the Superintendent or designee's express written consent. Consent to use one of the above-mentioned names or logos will generally be granted if the organization or club has by-laws containing the following: [1]

1. The organization's or club's name and purpose, such as, to enhance students' educational experiences, to help meet educational needs of students, to provide extra athletic benefits to students, to assist specific sports teams or academic clubs through financial support, or to enrich extracurricular activities.
2. The rules and procedures under which it operates.
3. An agreement to adhere to all Board policies and administrative procedures.
4. A statement that membership is open and unrestricted, meaning that membership is open to all parents/guardians of students enrolled in the school, District staff, and community members.
5. A statement that the District is not, and will not be, responsible for the organization's or club's business or the conduct of its members, including on any organization or club websites or social media accounts.
6. An agreement to maintain and protect its own finances.
7. A recognition that money given to a school cannot be earmarked for any particular expense. Booster clubs may make recommendations, but cash or other valuable consideration must be given to the District to use at its discretion. The Board's legal obligation to comply with Title

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] For boards that want to require all parent organizations and booster clubs to have 501(c)(3) status, use the following paragraph:

> Parent organizations and booster clubs may be recognized by the Board and permitted to use the District's name, a District school's name, ~~or~~ a District school's team name, or any logo attributable to the District provided they first receive the Superintendent or designee's express written consent. Consent to use one of the above-mentioned names or logos will generally be granted if the organization or club is a 501(c)(3) that has submitted proof of its status and has by-laws containing the following:
>
> > A 501(c)(3) organization is an organization that qualifies for exemption from federal income tax because it is organized and operated exclusively for one or more of the following purposes: religious; charitable; scientific; testing for public safety; literary; educational; fostering national or international amateur sports competition (but only if none of its activities involve providing athletic facilities or equipment); or the prevention of cruelty to children or animals. For more information, see www.irs.gov/charities-and-nonprofits.

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IX by providing equal athletic opportunity for members of both genders will supersede an organization's or club's recommendation. [2]

Permission to use one of the above-mentioned names or logos may be rescinded at any time and does not constitute permission to act as the District's representative. At no time does the District accept responsibility for the actions of any parent organization or booster club regardless of whether it was recognized and/or permitted to use any of the above-mentioned names or logos.[3] The Superintendent shall designate an administrative staff member to serve as the recognized liaison to parent organizations or booster clubs. The liaison will serve as a resource person and provide information about school programs, resources, policies, problems, concerns, and emerging issues. Building staff will be encouraged to participate in the organizations.

CROSS REF.: 8:80 (Gifts to the District)

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[2] Booster clubs are ~~understandably~~ selective in their support. However, by accepting booster club assistance that creates vast gender differences, a board may face claims that it has violated Title IX. Title IX's focus is on equal funding opportunities, equal facility availability, similar travel and transportation treatment, comparable coaching, and comparable publicity. See 34 C.F.R. Part 106.

[3] Booster clubs present potential liabilities to a school district beyond loss of funds because they seldom are properly organized (they generally are not incorporated or otherwise legally recognized), carry no insurance, raise and handle large sums, and club members hold themselves out as agents of the school (after all, no funds could be raised but for the school connection). A disclaimer, such as the one presented here, may not be sufficient. A district may take several actions, after discussion with its board attorney, to minimize liability, such as adding a requirement to item 6 above that the club: (1) operate under the school's authority (activity accounts); or (2) be properly organized and demonstrate fiscal responsibility by being a 501(c)(3) organization, obtaining a bond, and/or arranging regular audits. Ultimately, the best way to minimize liability is to be sure that the district's errors and omissions insurance covers parent organizations and booster clubs.

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School Board

Administrative Procedure - Superintendent Committees

The Superintendent or designee creates Superintendent or administrative committees as deemed necessary, makes all appointments, and directs all activities. A Superintendent or administrative committee reports directly to the Superintendent or designated administrator ~~who directs its activities~~. The Superintendent or designee should consult the Board Attorney (a) concerning whether any of these committees must comply with the Open Meetings Act (OMA), and/or (b) to receive guidance for ensuring that the meetings either comply with OMA requirements or do not trigger OMA.[1] Unless otherwise indicated, the ~~listed~~ following Superintendent or administrative committees are optional.

Communicable and Chronic Infectious Disease Program Task Force

This task force assists in the development and review of a chronic and infectious disease program consistent with the District's policies and State and federal laws and regulations, and reports directly to the Superintendent or designee. Appointments are made to the task force only if the Superintendent or designee determines that its input is desirable. See Board policies 5:40, *Communicable and Chronic Infectious Disease* (addressing personnel); and 7:280, *Communicable and Chronic Infectious Disease* (addressing students).

Task force members include the Superintendent or designee, the District medical advisor, a school nurse, and representatives from the School Board, local health department, PTA or PTO, the professional staff, and other employee groups.

Communicable and Chronic Infectious Disease Review Team

This review team assists with the implementation of the chronic and infectious disease program developed by the Communicable and Chronic Infectious Disease Program Task Force. It monitors those employees and students who have a communicable and chronic infectious disease, and:

1. Reviews individual medical case histories.
2. Recommends the most appropriate educational setting for a student, which may include temporary removal from and return to the regular educational setting.
3. Recommends the most appropriate work setting for an employee; this may include retention in his/her present position, transfer to another position, or temporary excusal from or return to his/her work assignment.

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[1] Superintendent and administrative committees are generally not governed by the Open Meetings Act (OMA), but the operation and function of specific committees may make the Act applicable. For example, any committee, whether superintendent or board, having as members at least a majority of the quorum (three out of seven) of the board, will be subject to OMA. 5 ILCS 120/1.02. For a five-member board, OMA is applicable when a quorum of board members (three out of five) sit on a committee. Id. Other factors that determine whether a committee is governed by OMA include "who appoints the members of the entity, the formality of their appointment, and whether they are paid for their tenure; the entity's assigned duties, including duties reflected in the entity's by-laws or authorizing statute; whether its role is solely advisory or whether it also has a deliberative or investigative function; whether the entity is subject to government control or otherwise accountable to any public body; whether the group has a budget; its place within the larger organization or institution of which it is a part; and the impact of decisions or recommendations that the group makes." Univ. Prof'ls v. Stukel, 344 Ill.App.3d 856, 865 (1st Dist. 2003).

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Team members may include the District's medical advisor, a school nurse, the Building Principal, and the Superintendent or designee. [2]

The review team is guided by the Board's policies, Ill. Dept. of Public Health (IDPH) rules and regulations, and all other applicable State and federal laws. ~~It reports directly to the Superintendent or designee.~~ See also Board policies 5:40, *Communicable and Chronic Infectious Disease*; and 7:280, *Communicable and Chronic Infectious Disease*. The review team consults the employee's or the student's personal physician and local health department officials before making any recommendations.

The Communicable and Chronic Infectious Disease Review Team respects the privacy rights of each employee and student and takes such precautions as may be necessary to secure confidentiality.

Anaphylaxis Prevention, Response, and Management Committee

This committee develops and implements the District's Anaphylaxis Prevention, Response, and Management Program ~~and reports directly to the Superintendent or designee~~. It monitors the program and establishes a schedule to ensure the Superintendent reports on the program's effectiveness to the Board at least once every three years. See Board policy 7:285, *Anaphylaxis Prevention, Response, and Management Program*, and administrative procedure 7:285-AP, *Anaphylaxis Prevention, Response, and Management Program*, based upon the Ill. State Board of Education (ISBE) Anaphylaxis Response Policy for Illinois Schools at: www.isbe.net/Documents/Anaphylactic-policy.pdf.

Committee members may include District-level administrators, Building Principals, the District Safety Coordinator (see administrative procedure 4:170-AP1, *Comprehensive Safety and Security Plan*, **Part C, District Safety Coordinator and Safety Team; Responsibilities**), District 504 Coordinator (see exhibit 6:120-AP1, E1, *Notice to Parents/Guardians Regarding Section 504 Rights*), staff members, parents/guardians, community members, and students.

Employee Substance Abuse Prevention Committee

This committee makes recommendations directly to the Superintendent or designee regarding the issues of employee substance abuse and resulting employee conduct standards, and:

1. Cooperates with community and State agencies on substance abuse programs.
2. Gathers information about substance abuse and suggests methods to ~~disseminate~~ share it ~~to~~ with employees.
3. Develops a support network that encourages employees to self-refer for treatment and suggests procedures for early identification and treatment.
4. Recommends procedures that would protect the privacy of employees while taking into consideration any directives from the Board to the Superintendent regarding the District's obligation to provide a safe environment and to ensure high-quality performance, which may include but not be limited to:
    a. Securing training for designated district employees to educate them ~~to~~ on identifying symptoms of being impaired by or under the influence of substances prohibited by policy. For guidance about what impaired by or under the influence of means, see:
        i. Footnote numbers five and six in Board policy 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*;

The footnotes should be removed before the material is used.

[2] The team members listed align with prior joint guidance of the Ill. State Board of Education (ISBE) and the Ill. Dept. of Public Health. See https://wordpress.uchospitals.edu/infectionprevention/files/2011/05/IDPH-Chronic-ID-in-schoolchildren.pdf. Additional federal guidance on planning teams for infectious diseases is available at: https://rems.ed.gov/docs/PandemicFactSheet_508C.pdf.

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ii. 625 ILCS 5/11-501.2 and 5/11-501.9, (chemical and other tests, validity, etc., a/k/a *field sobriety tests*);
iii. 410 ILCS 705/10-50(d) ("An employer may consider an employee to be impaired or under the influence of cannabis if the employer has a *good faith belief* that an employee manifests specific, articulable symptoms while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position, including symptoms of the employee's speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment or machinery; disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property; disruption of a production or manufacturing process; or carelessness that results in any injury to the employee or others.") (**Note:** Consult the Board Attorney about identifying cannabis use); and
iv. Professional development opportunities in the area, e.g., local law enforcement agencies may be a place to begin.

b. Implementing a reasonable suspicion and/or drug testing[3] program(s) to enhance the District's ability to identify and discipline employees suspected of being impaired by and/or under the influence of prohibited substances. **Note:** Consult the Board Attorney before implementing any drug-testing program(s) or disciplining employees based upon the results of these programs. Drug testing will likely assist the District with the challenges of identifying cannabis-related issues, but the science behind impairment identification and behavioral testing for cannabis impairment is new and emerging.
c. Addressing expectations for employees in positions of leadership who are perpetually on call[4] due to the nature of their positions and responsibilities.
d. Holding licensed educators to a higher standard than non-licensed employees due to their professional code of conduct expectations. [5]
e. Holding employees working directly with students to a higher standard than employees not working directly with students.
f. Recommending~~s~~ a method to explicitly inform employees of the consequences of violating the ~~District's~~ Board's policy.

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The footnotes should be removed before the material is used.

[3] The best practice for ensuring the strongest defense when disciplining an employee for undertaking tasks while being impaired by and/or under the influence of prohibited substances is a confirmed, positive drug test used in combination with reasonable suspicion of impairment. Drug testing may be cost prohibitive and disruptive for school districts while also presenting several other legal considerations, including possible collective bargaining implications upon request by the employee representative. For example, while the Americans with Disabilities Act allows the results of such tests to be used as the basis for disciplinary action (42 U.S.C. §12114; 29 C.F.R. §1630.16(c)), drug tests may still violate other laws, e.g., Title VII and the Rehabilitation Act (42 U.S.C. §2000e et seq.; and 29 U.S.C. §701 et seq.). Identifying and disciplining employees for cannabis use on a drug test alone may present a unique set of challenges because cannabis can remain in a person's system for weeks.

[4] See f/n 3 of sample policy 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*.

[5] If a district holds all its employees to the same standard of professional conduct regardless of licensure status or whether an employee works directly with students (see item e.), delete item e. in the list and replace item d. with the following:

Holding all employees to the same high standard of conduct expectations, regardless of their licensure status or whether they work directly with students.

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g. Recommendings best practices for discipline of employees who are suspected of violating or are violating the ~~District's~~ Board's policy. [6]

Committee members may include the Superintendent or designee, the District's medical advisor/medical review officer, and employee representatives from both professional and educational support personnel. The committee is guided by Board policies, administrative procedures, and relevant State and federal statutes. See Board policies 5:50, *Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition*; 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest;* and administrative procedure 5:120-AP2, *Employee Conduct Standards*.

Pandemic Planning Team

This team builds a strong relationship with the local health department and emergency medical agencies and uses their assistance to develop and implement a comprehensive pandemic influenza school action plan and build awareness of the final plan among staff, students, and the community. See Board policy 4:180, *Pandemic Preparedness; Management; and Recovery*, and its procedures.

Team members may include one or two Board members, administrators, and staff members. ~~The team reports directly to the Superintendent or designee.~~

Sex Equity Committee

This committee supports the District's efforts to eliminate sexual harassment by advising the Superintendent or designee on prevention, intervention, and education. Committee members may include community representatives, District administrators, teachers, and students. See Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Grievance Procedure*; 5:10, *Equal Employment Opportunity and Minority Recruitment*; 5:20, *Workplace Harassment Prohibited*; 5:90, *Abused and Neglected Child Reporting*; 7:10, *Equal Educational Opportunities*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and 7:185, *Teen Dating Violence Prohibited*.

School Violence Prevention Team

This team builds awareness about and supports the development and implementation of the District's:

1. Targeted School Violence Prevention Program. See Board policy 4:190, *Targeted School Violence Prevention Program*, and administrative procedure 4:190-AP1, *Targeted School Violence Prevention Program*.
2. Anti-bullying program, as appropriate. See Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and administrative procedure 7:180-AP1, *Prevention, Identification, Investigation, and Response to Bullying*.

All Building Principals or their designees ~~must~~ serve on this team.[7] Other team members may include the District Safety Coordinator (see administrative procedure 4:170-AP1, *Comprehensive Safety and Security Plan*, **Part C, District Safety Coordinator and Safety Team; Responsibilities**), law enforcement representatives, the Board Attorney, District psychologist(s), mental health workers and/or

The footnotes should be removed before the material is used.

[6] Consult the board attorney regarding any disciplinary action explored for employees based solely on a positive cannabis test result. Employee discipline is an item on which collective bargaining may be required.

[7] Including building principals on this team aligns with sample administrative procedure 4:190-AP1, *Targeted School Violence Prevention Program*, which provides that "Building Principals are mandatory for successful implementation" of a Targeted School Violence Prevention Plan.

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social service agencies, faith leaders, community members, and students. ~~The team reports directly to the Superintendent or designee.~~

~~Transitional~~ Bilingual ~~Education (TBE) Programs~~ Parent Advisory Committee [8]

This committee is required when the District has a Transitional Bilingual Education (TBE) Program. The committee maximizes the practical involvement of parents/guardians of students in the District's TBE program(s). Its purpose is to:

1. Afford parents/guardians the opportunity to effectively express their views; and
2. Ensure that the District's program(s) are planned, operated, and evaluated with the involvement of, and in consultation with, parents/guardians of students served by the program(s).

~~All Building Principals or their designees serve on this team.~~[9] ~~Other~~ Ccommittee members must include parents/guardians of students enrolled in the District's TBE program(s), transitional bilingual education teachers, counselors, and representatives from community groups. A majority of the committee members (or if the District has multiple committees, each committee) must be parents/guardians of students enrolled in the District's TBE program(s).[10] All Building Principals or their designees attend committee meetings.[11] The District must provide annual training to the committee.[12]

This committee must elect officers~~,~~ and ~~establish~~ bylaws (internal rules, guidelines, and procedures).[13] It meets at least four times per year. ~~It reports directly to the Superintendent or designee.~~

Title I Parent Advisory Committee

This committee is required if the District receives or desires to receive Title I funds. See Board policy 6:170, *Title I Programs*; administrative procedure 6:170-AP1, E1, *District-Level Parent and Family Engagement Plan~~Compact~~*; 20 U.S.C. §§6312(a)(1)(A), 6318(a)(2)(F). The committee supports the development and implementation of the District's Title I plan. Its activities may include, at the Superintendent or designee's directive:

1. Facilitating the active involvement of parents/guardians in their children's academic success by such activities as coordinating Title I parent-teacher conferences, providing information to help parents/guardians assist their children, coordinating volunteer or paid participation by

Commented [DJ1]: Note to Subscribers: ISBE guidance provides that the "BPAC shall operate independently without control or influence from the school district," and it recommends that a district representative attend each BPAC meeting.

Commented [DJ2]: Note to Subscribers: This training requirement is not new but is added to provide more detail about this committee.

Commented [DJ3]: Note to Subscribers: The requirement to meet four times per year is not new but is added to provide more detail about this committee.

The footnotes should be removed before the material is used.

[8] 105 ILCS 5/14C-10; 23 Ill.Admin.Code §228.30(c)(4). A district must establish a program in transitional bilingual education when, at the beginning of a school year, it has 20 or more English learners in a (home) language classification within an attendance center of the district (private school students are excluded from the attendance center count). 105 ILCS 5/14C-3. See www.isbe.net/Pages/BPAC.aspx for additional guidance. This committee carries out its duties autonomously, but a district may intervene to ensure compliance after consultation with ISBE's Multilingual/Language Development Department. 23 Ill.Admin.Code §228.30(c)(4)(C).

[9] ~~Optional. ISBE recommends that a district representative attend meetings of this committee. See the *Bilingual Parent Advisory Committee FAQ* at: www.isbe.net/Pages/BPAC.aspx. If building principals do not serve on this committee and the district deletes this sentence, amend the next sentence's introductory words as follows: "Other cCommittee members must include …".~~

[10] 105 ILCS 5/14C-10.

[11] Optional. ISBE recommends that a district representative attend (rather than serve on) meetings of this committee. See the *Bilingual Parent Advisory FAQ* at: www.isbe.net/Pages/BPAC.aspx.

[12] The training must be conducted in a language that parent/guardian members can understand. It must include but need not be limited to: (1) information related to instructional approaches and methods in bilingual education; (2) the provisions of State and federal law related to students' participation and parents' rights; and (3) accountability measures relevant to students in bilingual programs. 23 Ill.Admin.Code §228.30(c)(4)(B).

[13] 105 ILCS 5/14C-10; 23 Ill.Admin.Code §228.30(c)(4)~~d~~. This committee must file its bylaws and records of the election of officers with the school district.

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parents/guardians in school activities, and establishing a process to respond to parents/guardians' inquiries and recommendations.
2. Distributing Title I informational materials.
3. Consulting on the District's Title I Plan.
4. Supporting the implementation of Board policy 6:170, *Title I Programs*.

Committee members include parents/guardians and family members of Title I children. [14] ~~It reports directly to the Superintendent or designee.~~

PERA (Performance Educational Reform Act) Joint Committee and the RIF (Reduction in Force) Joint Committee [15]

~~Each committee listed below is required until its function has been fulfilled.~~

1. **PERA joint committee**. This mandatory~~e joint~~ committee is "composed of equal representation selected by the district and its teachers, or where applicable, the exclusive bargaining representative of its teachers." 105 ILCS 5/24A-4(b-5), added by P.A. 104-20. This committee:
   a. ~~M~~May, but is not required to, incorporate data and indicators on student growth as a factor in rating teaching performance in the teacher evaluation plan. Id. The amendment of an evaluation plan continues to be a mandatory subject of bargaining.
   b. ~~This committee also A~~agrees to the panel of qualified evaluators that reviews appeals of *unsatisfactory* performance ratings and determines the criteria for successful appeals.[16] 105 ILCS 5/24A-5.5. ~~This committee must also: (a) e~~
   c. Establishes a teacher evaluation plan that ensures that each tenured teacher whose performance is rated as either *excellent* or *proficient* is evaluated at least once in the course of the three school years after receipt of the rating.~~, and (b) i~~
   d. Implements an informal teacher observation plan established by ISBE rule and by agreement of this committee to ensure that each tenured teacher ~~in this category~~whose performance is rated as excellent or proficient is informally observed at least once in the course of the two school years after receipt of the ~~excellent or proficient~~ rating. 105 ILCS 5/24A-5.
   ~~a.~~e. Meets at least once a year to assess and review the effectiveness of the District's evaluation plan for the purposes of continuous improvement of instruction and evaluation practices. 105 ILCS 5/24A-~~4~~.
2. ~~5.~~ **RIF joint committee**. This mandatory committee convenes annually to consider issues identified in the statute concerning the selection of teachers for layoff. 105 ILCS 5/24-12(c). On or before December 1 of each year, the RIF joint committee must be established and must hold its first meeting. It is composed of individuals appointed by the Board and the teachers (or the exclusive bargaining representative of its teachers).

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[14] Inclusion of parents/guardians and family members of Title I children on this committee aligns with 20 U.S.C. §6318(a)(2)(A), which requires a district to involve them in the joint development of a district's plan to help low-achieving children meet challenging achievement and academic standards, and in the development of comprehensive and targeted support and improvement plans.

[15] These committees are not subject to OMA. 105 ILCS 5/24A-4(b-5) and 105 ILCS 5/24-12(c).

[16] The PERA joint committee does not determine what rating will be issued to replace an unsatisfactory rating in the event of a successful appeal; that issue must be collectively bargained. 105 ILCS 5/24A-5.5.

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Concussion Oversight Team [17]

The Concussion Oversight Team is required until its function has been fulfilled. State law requires the team to establish protocols for return-to-play and return-to-learn for students who have suffered a concussion or head injury during interscholastic athletic activities. See Board policy 7:305, *Student Athlete Concussions and Head Injuries*. 105 ILCS 5/22-80(d). The Board must appoint or approve a Concussion Oversight Team. Section 22-80(d) identifies who must be on each Concussion Oversight Team. A physician, to the extent possible, must be on the Team. If the school employs an athletic trainer and/or nurse, they must be on the Team to the extent practicable. The Team must include, at a minimum, one person who is responsible for implementing and complying with the return-to-play and return-to-learn protocols adopted by the Team. Other licensed health care professionals may be appointed to serve on the Team. If it is not practicable for a physician, athletic trainer, and/or nurse to be on the Team and other licensed health care professionals are not appointed to serve on the Team, the Team may be composed of only one person who need not be a licensed healthcare professional; however, that individual may not be a coach.

Wellness Committee [18]

The Wellness Committee includes at least one representative from each of the following groups: parents, students, representatives of the school food authority, teachers of physical education, school health professionals, a member of the Board,[19] school administrators,[20] and members of the community. Individuals of this committee will participate in the development, implementation, periodic reviews, and updates of Board policy 6:50, *School Wellness*. 7 C.F.R. §210.31(d)(1).

Children's Advocacy Center (CAC) Communication Committee [21]

This committee supports the implementation of the Alleged Incidents of Sexual Abuse; Investigations subhead of Board policy 5:90, *Abused and Neglected Child Reporting*. It includes the District Nondiscrimination Coordinator, District Safety Coordinator, and at least one representative from each of the following groups: District-level administrators, Building Principals, school personnel, and employees from the accredited ~~Children's Advocacy Center (~~CAC~~)~~ that serves the District. ~~The CAC Communication Committee reports directly to the Superintendent or designee.~~ See Board policy 5:90,

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[17] 105 ILCS 5/22-80(d).

[18] Establishing a wellness committee is optional; if established, it should be listed here, or delete it if the board has not directed the superintendent to convene a wellness committee in policy 6:50, *School Wellness*. See f/n 27 in sample policy 6:50, *School Wellness*. The preamble to 7 C.F.R. §210.31(d)(1) suggests one method to comply with the rules is by: "identifying individuals" to serve on a "local school wellness policy committee." However, the final text of 7 C.F.R. §210.31(d)(1) does not specifically require districts to establish a local school wellness policy committee – only that they "permit [groups listed in the procedure above] to participate … ." .

[19] See f/n 1 above. As much of the work of developing a plan to involve local stakeholders is administrative/staff work rather than governance work, the best practice is to have a wellness committee be an administrative committee, but consult the board attorney for guidance about the application of OMA when three or more board members serve on this committee.

[20] If a board wants to comply with the U.S. Dept. of Agriculture's encouragement to include Supplemental Nutrition Assistance Program Education (SNAP-ED) coordinators or educators in the group to provide input about the wellness policy, insert: "Supplemental Nutrition Assistance Program Education (SNAP-ED) coordinators, educators," immediately before: ", and members of the community."

[21] Establishing a Children's Advocacy Center (CAC) communication committee is optional and only applies to school districts within a county served by an accredited CAC. See f/n 1~~4~~3 in sample policy 5:90, *Abused and Neglected Child Reporting*, and sample administrative procedure 5:90-AP1, *Coordination with Children's Advocacy Center*.

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Abused and Neglected Child Reporting, and administrative procedure 5:90-AP1, *Coordination with Children's Advocacy Center*.

Educational Technology Committee [22]

This committee supports the following functions:

1. Implementation of Board policy 7:345, *Use of Educational Technologies; Student Data Privacy and Security*. Committee members may include the Head of Information Technology, District-level administrators, Building Principals, and teachers. See administrative procedure 7:345-AP, *Use of Educational Technologies; Student Data Privacy and Security*.
2. The District's submission of an annual report to ISBE regarding educational technology capacities and policies. [23]
3. Developing, monitoring, and updating the District's Artificial Intelligence (AI) Plan and AI Responsible Use Guidelines ~~for the use of AI~~. [24]

Remote Learning Committee [25]

This committee develops a plan for instruction in grades pre-K through 12 and presents it to the Superintendent for approval who then presents it to the Board for adoption when the:

1. Governor declares a disaster due to a public health emergency (20 ILCS 3305/7); and
2. State Superintendent of Education declares a requirement for the District to implement and use Remote Learning Days (RLDs) or Blended Remote Learning Days (BRLDs).

After adoption of the plan by the Board, this committee supervises the implementation of administrative procedure 6:20-AP, *Remote and/or Blended Remote Learning Day Plan(s)*, and exists until its function has been fulfilled.

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[22] Establishing an Educational Technology Committee is optional. The Student Online Personal Protection Act (SOPPA), 105 ILCS 85/, centralizes decision making about what K-12 online sites, services, and applications will be used in schools by requiring boards to adopt a policy for designating which district employees are authorized to enter into agreements with *operators* who collect personally identifiable information about students. See sample policy 7:345, *Use of Educational Technologies; Student Data Privacy and Security*, and sample administrative procedure 7:345-AP, *Use of Educational Technologies; Student Data Privacy and Security*.

[23] 105 ILCS 5/10-20.74. See www.isbe.net/Pages/Educational-Technology.aspx. ~~The sample policies that apply to this submission include, but are not limited to: 4:10, *Fiscal and Business Management*; 5:125, *Personal Technology and Social Media; Usage and Conduct*; 6:220, *Bring Your Own Technology (BYOT) Program; Responsible Use and Conduct*; 6:230, *Library Media Program;* 6:235, *Access to Electronic Networks*; and 7:345, *Use of Educational Technologies; Student Data Privacy and Security*.~~

[24] See sample administrative procedure 6:235-AP3, *Development of an Artificial Intelligence (AI) Plan and AI Responsible Use Guidelines*. Delete Item #3 if a board has not adopted the optional **Use of Artificial Intelligence (AI)-Enabled Tools** subhead in policy 6:235, *Access to Electronic Networks*.

[25] Establishing this committee is optional. 105 ILCS 5/10-30, requires "the district to adopt a remote and blended remote learning day plan approved by the district superintendent" when certain emergency conditions exist that are related to the management of a public health emergency under the Ill. Emergency Management Act. See f/n 1 in sample administrative procedure 6:20-AP, *Remote and/or Blended Remote Learning Day Plan(s)*. A committee can assist the superintendent to ensure all the statutory requirements for implementing, monitoring, and amending the plan are met.

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Time Out and Physical Restraint Oversight Team [26]

The Time Out and Physical Restraint Oversight Team is required. The Team includes, but is not limited to, Building Principals, teachers, paraprofessionals, school service personnel, and administrators ~~to~~ who develop:

1. The District's plan, including school-specific considerations,[27] for reducing and eventually eliminating the use of isolated time out, time out, and physical restraint in accordance with the goals and benchmarks established by ISBE;[28] and
2. Procedures to implement the plan and make the plan available for review by parents/guardians.

~~The Team also supported the District's submission to ISBE of the plan by July 1, 2022, and of progress reports annually thereafter through July 1, 2024, as well as notification to parents/guardians when plans and progress reports were available for review.~~

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[26] 105 ILCS 5/2-3.130(e) requires boards to create a Time Out and Physical Restraint Oversight Team. As this is administrative/staff work rather than governance work, the best practice is to have the team be an administrative committee but consult the board attorney for guidance.

[27] An *entity-specific plan* (district-specific plan) is required by 105 ILCS 5/2-3.130(e), amended by P.A. 103-175; however, final ISBE rules at 23 Ill.Admin.Code §1.285(k)(1)(B) go beyond the authority of the statute and require a *school district plan* that includes *school-specific recommendations*.

~~A P~~plans were~~is~~ required to be submitted to ISBE from 2022-2024 unless a district could~~an~~ show that it: (1) did~~has~~ not used physical restraint, time out, and isolated time out (RTO) within the previous three years, (2) ~~has~~ adopted a policy prohibiting the use of RTO, and (3) enforce~~ds~~ the policy. 105 ILCS 5/2-3.130(f); 23 Ill.Admin.Code §1.285(k)(1)(B). Consult the board attorney to determine if a team is required for a district; a team may still be required by law even if no plan was~~is~~ required.

The plan ~~must~~ had to include, but was~~is~~ not limited to, specific actions ~~being taken by~~ the school took to: (1) reduce and eventually eliminate relying on RTO for behavioral interventions and develop noncoercive environments, (2) develop individualized student plans (separate from a student's individualized education program or 504 plan) that aim to prevent the use of RTO, (3) ensure that appropriate school personnel are fully informed of the student's history, including any history of physical or sexual abuse, and other relevant medical and mental health information, except that any disclosure of student information must be consistent with laws and rules governing student confidentiality and privacy rights, and (4) support a vision for cultural change that reinforces using the following in lieu of RTO: positive behavioral interventions and supports, effective ways to de-escalate situations, crisis intervention techniques, and debriefing meetings to reassess what occurred and why. 105 ILCS 5/2-3.130(e)(1)-(4).

[28] ~~ISBE's initial goal is for a 25% reduction in the use of RTO over a 12-month period for students experiencing five-plus instances in a 30-day period. ISBE intends to periodically revise this goal in order to systemically reduce and eventually eliminate the use of RTO.~~ See www.isbe.net/Pages/restraint-time-out.aspx for further information~~, including ISBE's *RTO Reduction Plan Directions and Checklist,* and *Reduction Plan Submittal Template*~~.

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School Board

Administrative Procedure - Types of School Board Meetings

Meeting Type	Notice	Agenda	Notice to News Media	District's Website [1]
Regular	Given once a year when the Board adopts its regular meeting schedule. 105 ILCS 5/10-6, 5/10-16. The notice and agenda must be continuously available for public review during the entire 48-hour period before the meeting. Posting on the District's website satisfies the requirement for continuous posting. However, to comply with the legislative intent, posting on the District's website does not replace the posting described in the **Agenda** column. 5 ILCS 120/2.02.	Post at the District's main office and at the meeting site, at least 48 hours before the meeting. 5 ILCS 120/2.02.	Give to any news media that filed an annual request for such notices. 5 ILCS 120/2.02.	Post the annual schedule of regular meetings and post a public notice of each meeting along with the meeting agenda. 5 ILCS 120/2.02. Post regular Board meeting minutes within 10 days after approval; the minutes remain there for at least 60 days. 5 ILCS 120/2.06.
Special	Post a notice at the District's main office or, if no main office exists, at the meeting site, at	Include with the public notice. 5 ILCS 120/2.02.	Give to any news media that files an annual request. Must also give the same notice as that given Board members if the	Post a public notice of each meeting along with the meeting agenda at least 48 hours before the

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[1] Required *only if* the district has a website that is maintained by a full-time staff member; if not, this column may be omitted. 5 ILCS 120/2.02(b).

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Meeting Type	Notice	Agenda	Notice to News Media	District's Website [1]
	least 48 hours before the meeting. [2] 5 ILCS 120/2.02. The notice and agenda must be continuously available and/or posted on the District's website as provided in the **Regular** meeting row. Notice to Board members must be served by mail 48 hours before the meeting or by personal service 24 hours before the meeting. 105 ILCS 5/10-16.		news media provides an address or telephone number within the District's jurisdiction. 5 ILCS 120/2.02.	meeting. The notice and agenda must remain posted on the website until the meeting is concluded. 5 ILCS 120/2.02.
Emergency	Post the notice at the District's main office or, if no main office exists, at the meeting site, as soon as practicable before the meeting. 5 ILCS 120/2.02. The notice and agenda must be continuously available and/or posted on the District's website as provided in the **Regular** meeting row. No specific notice to Board members is specified, but it is advisable to provide the notice as soon as possible.	No State law requirements.	Same as for special meetings.	Post a public notice. 5 ILCS 120/2.02.

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[2] See sample policy 2:200, *Types of School Board Meetings*, at f/n 19. If the board posts notice of its special meetings at both the district main office and at the meeting location, revise this sentence and the identical sentence in the Rescheduled or Reconvened row as follows: Post a notice at the District's main office ~~or, if no main office exists, at~~ and the meeting site~~,~~ at least 48 hours before the meeting.

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Meeting Type	Notice	Agenda	Notice to News Media	District's Website [1]
Closed	May hold a closed meeting, or close a portion of an open meeting, upon a majority roll call vote of a quorum present, taken at a properly noticed open meeting. 5 ILCS 120/2a.	None required, but only topics covered by the specific exception(s) cited in the vote to hold the closed meeting may be considered. 5 ILCS 120/2a.	No additional notice required.	Post a public notice. 5 ILCS 120/2.02.
Rescheduled or Reconvened	Post a notice at the District's main office or, if no main office exists, at the meeting site, at least 48 hours before the meeting. 5 ILCS 120/2.02. The notice and agenda must be continuously available and/or posted on the District's website as provided in the **Regular** meeting row. No notice is needed when an open meeting is reconvened within 24 hours, or when the time and place of a reconvened meeting was announced at the original meeting and the agenda is not changed. 5 ILCS 120/2.02.	Included with any public notice.	Same as for a special meeting.	Post a public notice. 5 ILCS 120/2.02.

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School Board

Administrative Procedure - Access to and Copying of District Public Records

A. Legal Citations and Definitions
B. FOIA Compliance
C. Availability and Posting Requirements
D. Fee Schedule
E. Response to FOIA Requests
F. Extensions of Time to Respond
G. Unduly Burdensome Requests
H. Requests for Commercial Purposes
I. Managing Requests from a Recurrent Requester
J. Managing Voluminous Requests
K. Denials
L. Consultation with the Board Attorney

A. Legal Citations and Definitions

The legal requirements contained in this procedure are followed by a citation to the controlling statute. Citations in parenthes~~ci~~s indicate the location of a named law. For additional clarification regarding a requirement, the cited law should be reviewed.

Definitions are found in the Ill. Freedom of Information Act (FOIA) (5 ILCS 140/2). For easy reference, some definitions are re-printed in this procedure. The IASB reports on Ill. Public Access Counselor (PAC) opinions concerning FOIA on its **Recent Court and Agency Decisions** website, located at: www.iasb.com/policy-services-and-school-law/court-decisions-listing/~~www.iasb.com/law/courtdecisions.cfm~~.

B. FOIA Compliance

The District's Freedom of Information Officer (FOIA Officer) implements the Board policy (2:250, *Access to District Public Records*) and has the duties, without limitation, listed below:

1. Manages the District's compliance with FOIA including without limitation, performing the following duties specified in FOIA, 5 ILCS 140/3.5:

   a. Receives FOIA requests, ensures that the District responds to requests in a timely fashion, and issues responses to FOIA requests.

   b. Develops a list of documents or categories of records that will be immediately disclosed upon request. See exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*.

   c. Upon receiving a request for a public record, (a) notes the date the District received the written request; (b) computes the day on which the period for response will expire and makes a notation of that date on the written request; (c) maintains an electronic or paper copy of a written request, including all documents submitted with the request until the request has been complied with or denied; and (d) creates a file for the retention of the original request, a copy of the response, a record of written communications with the requester, and a copy of other communications.

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2. Identifies other staff members to assist with FOIA compliance and delegates specific responsibilities to them. These individuals may include the information technology specialist and department heads.

3. Informs and/or trains staff members concerning their respective responsibilities regarding FOIA. This includes explaining the requirement that all FOIA requests must be immediately forwarded to the FOIA Officer, including those that are received via email.

4. Successfully completes the annual training program developed by the Ill. Public Access Counselor (PAC) in the Ill. Attorney General's office. Each newly appointed FOIA Officer must successfully complete the training program within 30 days after assuming the position.

C. Availability and Posting Requirements

Full access to the District's *public records* is available to any person as provided in FOIA. The FOIA Officer approves all requests for public records unless:

1. ~~(1) t~~The requested material does not exist~~;~~
2. ~~(2) t~~The requested material is exempt from inspection and copying by FOIA~~; or~~
3. ~~(3)~~ C~~c~~omplying with the request will be unduly burdensome after extending an opportunity to the requester to reduce the request to manageable proportions;
4. The request would require the District to open electronically attached files or hyperlinks to view or access details of a request, in which case the requester shall be notified within five business days that the entirety of the electronic request must appear within the body of the electronic submission; or
5. ~~1.~~ The District has a reasonable belief that the request was not submitted by a person, and the requester fails to verify orally or in writing that they are a person within 30 days of the District's request for such verification.

The FOIA Officer shall:

1. Prominently display ~~at each administrative office and school, and post~~ on the District website, make available for inspection and copying, and send through the mail if requested ~~if any~~, the following: [1]
   a. A brief description of the District, and
   b. The methods for requesting information and District public records, directory information listing the FOIA Officer and where requests for public records should be directed, and any fees. 5 ILCS 140/4. This information must be copied and mailed if requested.
2. Maintain and make available for inspection and copying a reasonably current list of all types or categories of records under the District's control. 5 ILCS 140/5. The list below contains the categories of records kept by the District; some of the records within these categories are exempt and, therefore, will not be disclosed in response to a FOIA request.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

[1] If a district does not maintain a website, amend this phrase to read as follows:
Prominently display at each administrative office and school, make available for inspection and copying, and send through the mail if requested, the following:

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a. Board governance, including without limitation, Board meeting calendar and notices, Board meeting agendas and minutes, Board policy

b. Fiscal and business management, including without limitation, levy resolution and certificate of tax levy, audit, line-item budget, grant documents, account statements, accounts payable list, contracts, legal notices, bidding specifications, requests for proposals

c. Personnel, including without limitation, employee contact information, salary schedules, staff handbook, collective bargaining agreements, personnel file material

d. Students and instruction, including without limitation, accountability documents, calendars, student handbooks, learning outcomes, student school records

D. Fee Schedule

The FOIA Officer establishes a fee schedule (from time-to-time as appropriate) that complies with 5 ILCS 140/6, including each of the following:

1. The fees, except when otherwise fixed by statute, must: (a) be reasonably calculated to reimburse the District's actual cost for reproducing and certifying public records and for the use, by any person, of its equipment to copy records, and (b) not exceed that maximum fee amount set by FOIA.
2. Statutory fees applicable to copies of public records when furnished in a paper format are not applicable to those records when furnished in an electronic format.
3. No fee is charged for the first 50 pages of black and white, letter, or legal sized copies furnished to a requester.
4. The fee for black and white, letter, or legal sized copies shall not exceed 15 cents per page.
5. If the District provides copies in color or in a size other than letter or legal, the fee may not be more than its actual cost for reproducing the records.
6. A fee reduction is available if the person requesting the record states a specific purpose for the request and indicates that a fee reduction is in the public interest by having as its principal purpose the general public's health, safety, welfare, or legal rights and is not for the principal purpose of personal or commercial benefit. In setting the reduction's amount, the FOIA Officer considers the amount of materials requested and the cost of copying them.
7. In accordance with 5 ILCS 140/6(a-5), if a *voluminous request* is for electronic records and the responsive records are:

    a. Not in a portable document format (PDF), the District charges up to $20 for not more than two megabytes of data, up to $40 for more than two but not more than four megabytes of data, and up to $100 for more than four megabytes of data.

    b. In a PDF, the District charges up to $20 for not more than 80 megabytes of data, up to $40 for more than 80 megabytes but not more than 160 megabytes of data, and up to $100 for more than 160 megabytes of data.

    c. In both a PDF and not in a PDF, the District separates the fees and charges the requester under both fee scales.

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8. Unless the request is for a *commercial purpose* or a *voluminous request*, the costs of any search for and review of the records or other personnel costs associated with reproducing the records are not included in the fee calculation. 5 ILCS 140/6(a).

    *Section 6(a) states: "If a request is not a request for a commercial purpose or a voluminous request, a public body *may not* charge the requester for the costs of any search for and review of the records or other personnel costs associated with reproducing the records." (Emphasis added). This implies that a search and review fee may be charged when responding to a request for a commercial purpose or a voluminous request. However, Sec. 6(b) states that the search and review fee described in Sec. 6(f) may be charged *only to* someone making a commercial request. Sec. 6(f) contains the maximum amounts that may be charged for search and review but does not explain when they may be charged. The FOIA Officer will need to consult the Board Attorney.

When responding to a request for commercial purposes, as defined in 5 ILCS 140/2(c-10), the District charges:

a. Up to $10.00 for each hour spent by personnel in searching for or retrieving a requested record or examining the record for necessary reductions. No fee is charged for the first eight hours spent by personnel in searching for or retrieving a requested record. 5 ILCS 140/6(f).

b. The actual cost of retrieving and transporting public records from an off-site storage facility when the public records are maintained by a third-party storage company under contract with the District. 5 ILCS 140/6(f).

Someone making a voluminous request may be charged the fees as described above upon the FOIA Officer's consult with the Board Attorney.

The FOIA Officer provides the requester with an accounting of all fees, costs, and personnel hours in connection with the request for public records under 7 and 8 above. 5 ILCS 140/6(a-5) and (f).

E. Response to FOIA Requests

The FOIA Officer must:

1. Comply with or deny a request for inspection or copying within five business days of receiving a records request, unless the time for response is extended. 5 ILCS 140/3. He or she may use forms prepared by the PAC available at: www.illinoisattorneygeneral.gov/Open-And-Honest-Government/PAC/FOIA-Officers/~~www.foiapac.ilag.gov/. Click on the menu *PAC Resources*, then on the submenu *Forms and Sample Letters*.~~

2. Redact any and all exempt portion(s) of requested records containing both exempt and non-exempt material and release the remaining material. 5 ILCS 140/7.

3. Comply with the Personnel Record Review Act (PRRA), 820 ILCS 40/~~, amended by P.A. 101-531~~.

    a. The response to a request for a disciplinary report, letter of reprimand, or other disciplinary action depends on the age and nature of the responsive record.

        1) If the responsive record is more than four years old and is not related to an incident or an attempted incident of sexual abuse, severe physical abuse, or *sexual misconduct* as defined in 105 ILCS 5/22-85.5(c), the request must be denied unless

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the release is ordered in a legal action or arbitration. 5 ILCS 140/7.5(q)~~, amended by P.A. 101-620~~; 820 ILCS 40/8~~, amended by P.A.s 101-531 and 102-702~~.

2) If the responsive record is more than four years old and is related to an incident or an attempted incident of sexual abuse, severe physical abuse, or *sexual misconduct* as defined in 105 ILCS 5/22-85.5(c), the request cannot be denied. 820 ILCS 40/8~~, amended by P.A.s 101-531 and 102-702~~.

3) If the responsive record is four years old or less, it must be disclosed (regardless of its nature) and the employee must be notified in writing (first class mail) or by email, if available, on or before the day any such record is released, unless notice is not required under the PRRA. 5 ILCS 140/7.5(q)~~, amended by P.A. 101-620~~; 820 ILCS 40/7~~, amended by P.A. 102-562~~. A notice to the employee is not required if:

- The employee specifically waived written notice as part of a written, signed employment application with another employer;
- The disclosure is ordered to a party in a legal action or arbitration; or
- Information is requested by a government agency as a result of a claim or complaint by an employee, or as a result of a criminal investigation by such agency.

b. A request for a performance evaluation(s) must be denied. 820 ILCS 40/11.

F. Extensions of Time to Respond

The District FOIA Officer may extend the time for a response for any of the reasons stated in 5 ILCS 140/3(e)(i-vii), **quoted below**:

(i) The requested records are stored in whole or in part at other locations than the office having charge of the requested records;

(ii) The request requires the collection of a substantial number of specified records;

(iii) The request is couched in categorical terms and requires an extensive search for the records responsive to it;

(iv) The requested records have not been located in the course of routine search and additional efforts are being made to locate them;

(v) The requested records require examination and evaluation by personnel having the necessary competence and discretion to determine if they are exempt from disclosure under 5 ILCS 140/7 or should be revealed only with appropriate deletions;

(vi) The request for records cannot be complied with by the public body within the time limits prescribed by 5 ILCS 140/3(d) without unduly burdening or interfering with the operations of the public body; or

(vii) There is a need for consultation, which shall be conducted with all practicable speed, with another public body or among two or more components of a public body having a substantial interest in the determination or in the subject matter of the request.

If an extension of time for a response is needed, the FOIA Officer must perform one of the following actions within five business days after receipt of the request:

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1. Notify the requester that the District is extending its time for response for no longer than five~~5~~ business days from the original due date, and identify the reason for the delay and the date on which a response will be made. 5 ILCS 140/3(e) and (f); or
2. Confer with the requester in an attempt to reach an agreement on an extended compliance date. The agreement must be in writing. 5 ILCS 140/3(e).

G. Unduly Burdensome Requests

Before invoking the *unduly burdensome* exemption, the FOIA Officer must confer with the requester in an attempt to reduce the request to manageable proportions. 5 ILCS 140/3(e) and (g). A request may be unduly burdensome due, for example, to the request's breadth. The FOIA Officer must explain to the requester in writing when a request continues to be unduly burdensome, specifying the reason why the request is unduly burdensome.

H. Requests for Commercial Purposes

A request is for *commercial purposes*, according to 5 ILCS 140/2(c-10), if:

> [T]he use of any part of a public record or records, or information derived from public records, in any form for sale, resale, or solicitation or advertisement for sales or services. For purposes of this definition, requests made by news media and non-profit, scientific, or academic organizations shall not be considered to be made for a commercial purpose when the principal purpose of the request is (i) to access and disseminate information concerning news and current or passing events, (ii) for articles of opinion or features of interest to the public, or (iii) for the purpose of academic, scientific, or public research or education.

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The FOIA Officer responds to a request that appears to be for commercial purposes pursuant to 5 ILCS 140/3.1 by:

1. Asking the requester to identify if the record is for a commercial purpose. See exhibit 2:250-E1, *Written Request for District Public Records*. It is unlawful for a person to knowingly obtain a public record for a commercial purpose without disclosing that it is for a commercial purpose, if requested to do so by the District. 5 ILCS 140/3.1(c).
2. Responding to a request for records to be used for a commercial purpose within 21 working days after receipt. The response must be one of the following: (a) provide an estimate of the time required by the District to provide the records and an estimate of the fees, which the requester may be required to pay in full before copying the requested documents; (b) deny the request pursuant to one or more of the exemptions; (c) notify the requester that the request is unduly burdensome and extend an opportunity to attempt to reduce the request to manageable proportions; or (d) provide the records requested.
3. Complying with a request, unless the records are exempt from disclosure, within a reasonable period considering the size and complexity of the request, and giving priority to records requested for non-commercial purposes.
4. Collecting a fee as described in subsection **D**. above.

I. Managing Requests from a Recurrent Requester

A request is from a *recurrent requester*, according to 5 ILCS 140/2(g), if:

> [A] person that, in the 12 months immediately preceding the request, has submitted to the same public body (i) a minimum of 50 requests for records, (ii) a minimum of 15 requests for records within a 30-day period, or (iii) a minimum of seven requests for records within a seven-day

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period. For purposes of this definition, requests made by news media and non-profit, scientific, or academic organizations shall not be considered in calculating the number of requests made in the time period in this definition when the principal purpose of the requests is (i) to access and disseminate information concerning new and current or passing events, (ii) for articles of opinion or features of interest to the public, or (iii) for the purpose of academic, scientific, or public research or education.

For purposes of this definition, one *request* may identify multiple records to be inspected or copied.

The District complies with a request from a recurrent requester within a reasonable period considering the size and complexity of the record, unless the records are exempt from disclosure. 5 ILCS 140/3.2(c).

The FOIA Officer responds to a request from a recurrent requester by:

1. Notifying the requester within five business days after receiving a request from a recurrent requester (5 ILCS 140/3.2(b)) that:
    a. The request is being treated as coming from a recurrent requester under 5 ILCS 140/2(g);
    b. The reasons the request is being treated as coming from a recurrent requester;
    c. The District will send an initial response within 21 business days after receipt of the request; and
    d. The proposed FOIA responses that may be asserted pursuant to 5 ILCS 140/3.2(a). These are the same responses that the District can provide within 21 business days after receipt of a request.
2. Responding within 21 business days after receipt of a recurrent request with one of the following (5 ILCS 140/3.2(a)):
    a. An estimate of the time required by the District to provide the records and an estimate of the fees, which the requester is required to pay in full before the District copies the requested documents;
    b. A denial pursuant to one or more of the exemptions;
    c. Notification that the request is unduly burdensome and extend an opportunity to attempt to reduce the request to manageable proportions; or
    d. The records as requested.

J. Managing Voluminous Requests

A *voluminous request*, according to 5 ILCS 140/2(h), means:

[A] request that:

i. Includes more than five individual requests for more than five different categories of records or a combination of individual requests that total requests for more than five different categories of records in a period of 20 business days; or

ii. Requires the compilation of more than 500 letter or legal-sized pages of public records unless a single requested record exceeds 500 pages. *Single requested record* may include, but is not limited to, one report, form, email, letter, memorandum, book, map, microfilm, tape, or recording.

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According to 5 ILCS 140/2(h), a *voluminous request* "does not include a request made by news media and non-profit, scientific, or academic organizations if the principal purpose of the request is: (1) to access and disseminate information concerning news and current or passing events; (2) for articles of opinion or features of interest to the public; or (3) for the purpose of academic, scientific, or public research or education."

The FOIA Officer responds to a voluminous request by:

1. Notifying the requester within five business days after receiving a voluminous request that:
    a. The District is treating the request as a voluminous request under 5 ILCS 140/3.6.
    b. The District is treating the request as voluminous for one of the following reasons:
        1) Includes more than five individual requests for more than five different categories of records or a combination of individual requests that total requests for more than five different categories of records in a period of 20 business days; or
        2) Requires the compilation of more than 500 letter or legal-sized pages of public records unless a single requested record exceeds 500 pages.
    c. The requester must respond to the District within 10~~ten~~ business days after this response is sent. The requester must specify whether the requester would like to amend the request in such a way that the District will no longer treat the request as a voluminous request.
    d. If the requester does not respond within 10~~ten~~ business days or if the request continues to be a voluminous request following the requester response, the District will respond to the request and assess any fees the District charges pursuant to 5 ILCS 140/6.
    e. The District has five business days after receipt of the requester's response or five business days from the last day for the requester to amend the request, whichever is sooner, to respond to the request.
    f. The District may request an additional 10~~ten~~ business days to comply with the request.
    g. The requester has the right to review the District's determination by the public access counselor whose address and phone number follows:

        Public Access Counselor

        Office of the Attorney General

        500 S. 2nd Street

        Springfield, Illinois 62706

        Phone: 1-877-299-3642
    h. If the requester fails to accept or collect the responsive records, the District will still charge the requester for its response pursuant to 5 ILCS 140/6 and the requester's failure to pay will be considered a debt due and owing to the District and may be collected in accordance with applicable law.
2. Providing the requester 10~~ten~~ business days from the date the District responded to amend the request in such a way that the District will no longer treat it as a voluminous request.

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3. If a request continues to be a voluminous request following the requester's reply or the requester fails to reply, responding within the earlier of five business days after the District receives the requester's reply or five business days after the final day for the requester to reply to the District's notification. The District's response must:

    a. Provide an estimate of the fees to be charged, indicating whether the District requires the person to pay in full before the District copies the requested documents;

    b. Deny the request pursuant to one or more of the exemptions sent out in FOIA;

    c. Notify the requester that the request is unduly burdensome and extend an opportunity to the requester to attempt to reduce the request to manageable proportions; or

    d. Provide the records as requested.

    The District may extend the time for responding by not more than five business days from the final date for the requester to reply to the District's notification for any of the reasons provided in 5 ILCS 140/3(e).

    The requester and District may agree in writing to extend the time for compliance for a period to be determined by the parties.

K. Denials

The FOIA Officer will deny a FOIA request for any of the exemptions in 5 ILCS 140/7 or 7.5~~, amended by P.A.s 101-221, 101-620, and 101-649~~. He or she will comply with 5 ILCS 140/9 by:

1. Providing the requester with a written response containing: (a) the reasons for the denial, including a detailed factual basis for the application of any exemption claimed; (b) the names and titles or positions of each person responsible for the denial; and (c) information about his or her right to review by the Public Access Counselor (include the address and phone number for the Public Access Counselor), and to judicial review under 5 ILCS 140/11.
2. Specifying the exemption claimed to authorize the denial and the specific reasons for the denial, including a detailed factual basis and a citation to supporting legal authority when the denial is based on the grounds that the records are exempt under 5 ILCS 140/7.
3. Retaining copies of all denial notices in a single central office file that is open to the public and indexed according to the type of exemption asserted and, to the extent feasible, according to the types of records requested. 5 ILCS 140/9(b).

L. Consultation with the Board Attorney

The FOIA Officer may consult with the Board Attorney, as needed, for legal advice concerning compliance with FOIA, including without limitation:

1. Responding to specific requests,
2. Communicating with the Office of the Ill. Attorney General or PAC, or
3. During any judicial proceeding.

LEGAL REF.: 5 ILCS 140/, Freedom of Information Act.

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School Board

Administrative Procedure - Protocols for Record Preservation and Development of Retention Schedules

Legal Citations

Each legal requirement in this procedure is followed by a citation to the controlling rule and/or statute. For additional clarification regarding a requirement, the cited law should be reviewed.

Actor	Action
All Staff Members and School Board Members	Maintain all records, as defined and required in the Ill. Local Records Act (LRA). No *public record* shall be destroyed except as allowed by the LRA. *"Public record* means any book, paper, map, photograph, born-digital electronic material, digitized electronic material, electronic material with a combination of digitized and born-digital material, or other official documentary material, regardless of physical form or characteristics, made, produced, executed or received by any agency or officer pursuant to law or in connection with the transaction of public business and preserved or appropriate for preservation by such agency or officer, or any successor thereof, as evidence of the organization, function, policies, decisions, procedures, or other activities thereof, or because of the informational data contained therein." 50 ILCS 205/3, amended by P.A. 104-438. Do not destroy any District record, no matter its form, if it is subject to a *litigation hold*. F.R.C.P. 37(e). In federal lawsuits there is an automatic discovery of virtually all types of electronically created or stored data that might be relevant. Attorneys will generally notify their clients at the beginning of a legal proceeding to not destroy any electronic records that might be relevant. The receipt of a *litigation hold* or preservation letter from the Board's attorney requires all potentially relevant electronic information to be identified, located, and preserved. This includes all email, e-documents, the tapes and servers of discarded systems, and backup data stored elsewhere. Whenever disposing of materials containing *personal information*, render the personal information unreadable, unusable, and undecipherable. 815 ILCS 530/40; 44 Ill.Admin.Code §4000.40(b). The Personal Information Protection Act (815 ILCS 530/) contains mandates for disposing of materials containing personal information (*personal information* is defined in 815 ILCS 530/5 as either of the

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Actor	Action
	following: (1) an individual's first name or first initial and last name combined with any of the following data elements, when either the name or data elements are not encrypted/redacted or are encrypted/redacted but the keys to unencrypt/unredact or otherwise read the name or data elements have been acquired without authorization through a security breach: Ssocial Ssecurity number, driver's license number or State identification card number, financial account information, medical information, health insurance information, or unique biometric data; or (2) user name or email address, combined with a password or security question and answer that would permit access to an online account, when any of these data elements are not encrypted/redacted or are encrypted/redacted but the keys to unencrypt/unredact or otherwise read the data elements have been acquired without authorization through a security breach). The Ill. Attorney General is authorized to impose a fine and bring court action for noncompliance. 815 ILCS 530/40. Whenever disposing of materials containing Ssocial Ssecurity numbers that do not otherwise qualify as personal information under 815 ILCS 530/40, follow administrative procedure 4:15-AP1, *Protecting the Privacy of Social Security Numbers*. The Superintendent, Human Resources Administrator, and their respective designees must follow administrative procedure 5:30-AP4, *Fingerprint-Based Criminal History Record Information Security*, when disposing of criminal history record information (CHRI).
Superintendent	Assign the following activities to the Records Custodian and Head of Information Technology (IT): **1. Develop and maintain a protocol for preserving and categorizing District records;** **2. Develop and maintain a record retention and destruction schedule; and** **3. Develop protocols to implement a litigation hold.**
Records Custodian and Head of IT	**1. Develop and maintain a protocol for preserving and categorizing District records.** Develop and maintain a list of all District records organized in categories and sub-categories, e.g., records relating to business, students, personnel, board meetings, etc. Align this list with the list of District records required by the Freedom of Information Act. 5 ILCS 140/5. Paper records may be easier to locate than electronic records. Electronic records will potentially exist in all of the available clouds, servers, tapes, hard drives, computers, and similar types of electronic devices (e.g., laptops, tablets, smart phones, voicemail, etc.).

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Actor	Action
	Prepare a description of how District records stored by means of electronic data processing may be obtained in a form understandable to persons lacking computer knowledge. 5 ILCS 140/5; 44 Ill.Admin.Code §4000.70, *Digital Reproduction;* 44 Ill.Admin.Code §4000.80, *Management of Electronic Records*. Such a description may include contact information for a person who can aid in obtaining records stored electronically. Provide for keeping only records and destroying non-records. Avoid filing non-record material with records. Determine what is a non-record, e.g., identical copies of documents maintained in the same file; extra copies of printed or processed materials (official copies of which are retained by the office); blank forms; *junk mail;*[1] and personal communications. 50 ILCS 205/3, amended by P.A. 104-438. The goal is to control excessive accumulation of material. Non-record material may be destroyed at any time. 50 ILCS 205/9. Absent a litigation hold, email must be retained only when it contains: (1) evidence of the District's organization, function, policies, procedures, or activities, or (2) informational data appropriate for preservation. 50 ILCS 205/3. Email that is conversational, personal, or contains brainstorming may generally be deleted. A consistent email retention process for use across the District ensures that the necessary emails are being retained and emails that are not required to be preserved are purged on a regular basis. Determine whether each sub-category of documents should be reproduced by photography (44 Ill.Admin.Code §4000.60), microphotographic and electronic microimaging processes (44 Ill.Admin.Code §4000.50), or digitized electronic format (44 Ill.Admin.Code §4000.70). Any public record may be reproduced in a microfilm or digitized electronic format and the analog/paper version destroyed, provided: (a) the records are reproduced on "a durable medium that accurately and legibly reproduces the original record in all details," and "that does not permit additions, deletions, or changes to the original document images," and "if electronic, that are retained in a trustworthy manner so that the records…are accessible and usable for subsequent reference at all times when the information must be retained," (b) the reproduction is retained for the prescribed retention

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The footnotes should be removed before the material is used.

[1] *Public record* does not include *junk mail*. *Junk mail* means any unsolicited commercial mail or commercial electronic communication sent to a district that is not responded to by a district. 50 ILCS 205/3, amended by P.A. 104-438.

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Actor	Action
	period, and (c) the Local Records Commission is notified when the original record is disposed of and also when the reproduced record is disposed of. 50 ILCS 205/7. Use the Ill. Secretary of State publication *Reliable Storage Media for Electronic Records – A Guide for Government Agencies*~~Guidelines for Using Electronic Records~~ (www.ilsos.gov/departments/archives/records-management.html~~www.cyberdriveillinois.com/departments/archives/records_management/electrecs.html~~) and 44 Ill.Admin.Code §§4000.APPENDIX A *Sustainable File Formats for Electronic Records - A Guide for Government Agencies* (www.ilga.gov/commission/jcar/admincode/044/04404000ZZ9996aR.html), 4000.APPENDIX B *Reliable Storage Media for Electronic Records - A Guide for Government Agencies* (www.ilga.gov/commission/jcar/admincode/044/04404000ZZ9996BR.html). Identify and index the location of each category and sub-category of District records. Organize electronic record and data storage. The goal is to ensure that all documents, including electronically created ones, are retained for the required timeframes and are easy to retrieve and produce if necessary. **2. Develop and maintain a record retention and destruction schedule for submission to the Superintendent and eventually to the Local Records Commission.** Prepare a list of public records that: (1) are not needed for current business, and (2) do not have sufficient administrative, legal, or fiscal value to warrant their further preservation. Stated differently, identify records that have no administrative, legal, or fiscal value, as this is the criteria the Commission uses to determine whether or not to authorize the records' destruction. Records that have no administrative, legal, or fiscal value may be destroyed according to provisions in the LRA. 50 ILCS 205/10. Prepare a schedule for record destruction by identifying the length of time a record category or series warrants retention after it has been received or produced by the District. The ultimate goal is to obtain permission to destroy unnecessary public records. The Local Records Commission must approve the destruction of any public record. 50 ILCS 205/7; 44 Ill.Admin.Code Part 4000 (Local Records Commission for agencies comprising counties of less than 3,000,000 inhabitants); 44 Ill.Admin.Code Part 4500 (Local Records Commission of Cook County). See the

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Actor	Action
	Archives Department on the Secretary of State's website: www.ilsos.gov/departments/archives/records-management.html~~www.ilsos.gov/departments/archives/home.html~~ and use the Ill. Secretary of State publication *Managing Your Records & the Local Records Act: A Quick Guide for Disposing of Local Records.* 44 Ill.Admin.Code ~~Part~~ §4000.30 details the procedures for compiling and submitting lists and schedules of records for disposal. The School Code and other statutes (e.g., statutes of limitations) contain mandatory retention timelines. The Board Attorney should be consulted. The e-discovery rules provide a safe harbor for parties during a lawsuit that cannot provide information because it was destroyed as a result of routine practices. F.R.C.P. 37(e). **3. Develop protocols to implement a litigation hold.** Understand what a litigation hold is. A *litigation hold* refers to the notification made by the Board Attorney telling the District to preserve all information that may be relevant to current or anticipated litigation. While it may occur anytime in the legal process, it will usually occur during discovery, the pretrial phase of a lawsuit designed to compel the exchange of information between parties. A litigation hold triggers the need to immediately suspend destruction of electronic and other records relevant to the current or potential claim. F.R.C.P. 37(e). Specify how to implement a litigation hold, i.e.: • Who can trigger a litigation hold? • How is a litigation hold communicated? • Who should gather the records? • What records are subject to a litigation hold and who determines this? • In what format should records be gathered? • Where should records be gathered? Identify how to implement a litigation hold for all IT systems, including backup tapes, to ensure they are not deleted or overwritten as part of the normal tape rotation process. Prepare a map of potentially relevant data and otherwise assist the Board Attorney in locating all potentially relevant information.
Superintendent	Submit new or revised record retention and destruction lists and schedules to the Local Records Commission for approval.

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Actor	Action
	Disseminate the record retention schedule, along with instructions, to all affected staff members and Board members. Immediately inform the Records Custodian and Head of IT whenever a record must be preserved because: (1) it may be relevant to present or future litigation, or (2) the Board Attorney has notified the District to preserve a record, including electronic information (litigation hold). Authorize and/or order the destruction of District records after ensuring that the following steps have been performed: 1. The Local Records Commission approved a schedule for continuing authority to destroy District records after the expiration of the applicable period. 2. Any record is retained and removed from the disposal list if it is or may be evidence in litigation, or is otherwise subject to a *litigation hold*. 3. Thirty days prior to disposal or destruction of any records, regardless of physical format or characteristics, submit a Local Records Disposal Certificate to the Commission and dispose only after a copy of that certificate has been reviewed and approved by the Chairman and returned to the District. The original copy of that Local Records Disposal Certificate is kept in the files of the Commission, and the duplicate copy approved and returned by the Chairman must be retained by the District. 44 Ill.Admin.Code §§4000.40(c), 4500.40(c). 4. In the case of records with scheduled retention of less than one year, a single Local Records Disposal Certificate for more than one disposal event within a given year may be used. Local Records Disposal Certificates submitted with this intent must include a schedule of proposed records disposal in addition to the normally required information. The District must wait to dispose of records until receipt of approval from the Commission, as required in number 3, above. 44 Ill.Admin.Code §§4000.40(d), 4500.40(d). 5. For records that have been damaged by water, fire, smoke, insects or vermin, mold or some other natural disaster that poses a health or safety risk to employees, the District may apply to the Commission for permission to dispose of those records ahead of their scheduled disposal date. The request must include a Local Records Disposal Certificate accompanied by the District's explanation of why the records need early disposal. The Commission may grant the request only after physically reviewing the damaged records. 44 Ill.Admin.Code §§4000.40(e), 4500.40(e).
Links to Web-based Record Management Resources:	

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Actor	Action
Cook County Local Records Commission Meetings Cook County Local Records Commission Rules (44 Ill.Admin.Code Part 4500) Downstate Local Records Commission Meetings Rules of the Downstate Local Records Commission (44 Ill.Admin.Code Part 4000) Ill. School Student Records Act (105 ILCS 10/) Local Records Act (50 ILCS 205/) Local Records Disposal Certificate *Managing Social Media & the State and Local Records Acts: A Quick Guide for Social Media Policy and Management* (Ill. Secretary of State)	

LEGAL REF.: Federal Rules of Civil Procedure, Rules 16, 26 and 37.
5 ILCS 140/, Freedom of Information Act.
50 ILCS 205/, Local Records Act.
105 ILCS 10/, Ill. School Student Records Act.
815 ILCS 530/, Personal Information Protection Act.
820 ILCS 40/, Ill. Personnel Record Review Act.
44 Ill.Admin.Code Part 4000, Local Records Commission.
44 Ill.Admin.Code Part 4500, Cook County Local Records Commission.

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Operational Services

Exhibit - Notification to Staff and Parents/Guardians of CPR and AED Video

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

Date:

To: Parents/Guardians and Staff

Re: CPR and AED Video

State law requires the Ill. High School Association to post a hands-only cardiopulmonary resuscitation (CPR) and automated external defibrillators (AED) training video on its website. The law also requires the District to notify staff members and parents/guardians about the video. You are encouraged to view the brief video~~, which will take less than 15 minutes of your time,~~ at:

~~www.ihsa.org/Resources/SportsMedicine/CPRTraining.aspx~~www.ihsa.org/health-safety/cpr-training.

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General Personnel

Administrative Procedure - Interview Questions

Anti-discrimination laws affect all steps of the employee hiring process. Knowledge of the characteristics on which these laws prohibit inquiry is especially critical when conducting interviews. Any employer that asks applicants to record video interviews and uses an artificial intelligence analysis of the applicant-submitted videos must comply with the Artificial Intelligence Video Interview Act, 820 ILCS 42/~~, added by P.A. 101-260~~. Sloppy interview practices can result in the appearance of illegal discrimination or actual discrimination.

Interviewers should avoid seeking information that will not be used to make an employment decision. Assume that a rejected applicant may believe that all information acquired was used. The District, if challenged, must explain why it asked for the information – a very difficult task when the information involves race, sex, religion, age, disability, etc. Information needed for insurance, tax, S~~s~~ocial S~~s~~ecurity, or similar purposes should be obtained after employment. The following list of protected characteristics may not be complete because of the rapidly changing nature of discrimination laws.

Protected Status	Do not ask	Permissible to ask
Race and color	What race are your parents?	
Alienage, ancestry, national origin, nationality, and citizenship status (provided the individual is authorized to work in the U.S.), work authorization status	In what country were you born? In what country were your parents born? Are you a naturalized citizen? Do you have proof that you are authorized to work in the U.S.?	Are you legally authorized to work in the United States? What languages do you read, speak, or write fluently?
Marital status or family responsibilities	Are you married? Single? Divorced? Engaged? Are you living with someone? Would your spouse move with you if you got this position? What is your maiden name? Are you a caregiver for a family member?	

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Protected Status	Do not ask	Permissible to ask
Gender, including parent and pregnancy status, and reproductive health decisions	What are your future family plans? Are you pregnant or planning to become pregnant? Are you receiving fertility treatment? Do you have children? What are their ages? Do you have child care?	Is there anything that would interfere with regular work attendance? Are you available to work overtime?
Sexual orientation, including actual or perceived heterosexuality, homosexuality, bisexuality, or gender-related identity	Do you have a spouse or partner – which?	How do you feel about supervising a diverse workplace?
Religion or creed	What religious holidays do you celebrate?	We need you to work on [*insert days*]. Are you available to work those days?
Age	When do you plan to retire? When do you plan to collect your pension?	What are your long-term career goals?
Military status	Will you miss work because you are a member of a U.S. Reserve unit, such as, Army Reserve or Marine Corps Reserve, or a member of a National Guard unit?	How does your military training or experience prepare you for this job?
Unfavorable discharge from military service	Under what circumstances were you discharged from the service?	
Use of lawful products during non-working hours	Do you smoke or use tobacco or cannabis products during non-working hours? Do you consume alcoholic beverages during non-working hours?	Have you been disciplined by an employer for violating its rules forbidding the use of alcohol or tobacco or cannabis products?

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Protected Status	Do not ask	Permissible to ask
Arrest record Conviction that is not on the School Code's list of disqualifying convictions	Have you ever been arrested? Spent time in jail?	Have you ever been convicted of attempting to commit, conspiring to commit, soliciting, or committing any crime in the following list? (1) any ~~sex offense or drug~~ offense listed~~, as defined~~ in Sec. 21B-80(a) of the School Code, (2) first degree murder or any Class X felony, or (3) any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses. 105 ILCS 5/21B-80~~, amended by P.A.s 101-531 and 101-552~~. Consult with the Board A~~a~~ttorney if the District wants to ask candidates about disqualifying convictions before the job offer stage, due to Ill. Dept. of Human Rights guidance on 775 ILCS 5/2-103.1~~, added by P.A.101-656,~~ at: https://dhr.illinois.gov/conviction-record-protection-frequently-asked-questions.html ~~www2.illinois.gov/dhr/Pages/Conviction_Record_Protection_Frequently_Asked_Questions.aspx.~~ See sample Board policy 5:30, *Hiring Process and Criteria*, at f/n 6 for additional explanation.
The Job Opportunities for Qualified Applicants Act, 820 ILCS 75/, amended by P.A. 104-2, prohibits an employer from asking about a criminal record until the employer determines that the applicant is qualified for the position; however, this does not apply when employers are required to exclude applicants with certain criminal convictions from employment. Thus, school employers should limit their requests for criminal convictions to job-disqualifying convictions.		
Genetic information	What were the results of any diagnostic, predictive, or pre-symptomatic genetic testing that you've had?	See section on *disability* below.
Whether applicant has ever filed a claim or received benefits under the Illinois Workers' Compensation Act or Workers' Occupational Diseases Act	Have you ever filed a claim or received benefits under the Illinois Worker's Compensation Act or Workers' Occupational Disease Act?	

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Protected Status	Do not ask	Permissible to ask
Credit history/report, unless the Employee Credit Privacy Act permits a satisfactory credit history to be a job requirement, such as, the position's duties include custody of or unsupervised access to cash or marketable assets valued at $2,500 or more. 820 ILCS 70/10(b).	Unless specifically permitted, do not ask: Do you have a good credit score? Have you been denied a credit card within last 5 years? Have you ever filed bankruptcy?	How long have you lived at your current address?
Wage or salary history, including benefits or other compensation, unless: the applicant's wage or salary history is a matter of public record, or is contained in a document completed by the applicant's current or former employer and then made available to the public by the employer, or then submitted or posted by the employer to comply with State or federal law; or the applicant is a current employee applying for a position with the same current employer. 820 ILCS 112/10, amended by P.A. 103-539, ~~amended by P.A. 101-177~~. For further discussion, see f/n 19 in sample policy 5:30, *Hiring Process and Criteria*.	What is your current wage/salary? What was your previous wage/salary? What benefits or other compensation do you currently receive? What benefits or other compensation did you previously receive? What was your highest paid position? This position pays $X; is that more or less than what you are making now? Have you ever filed a complaint with the Ill. Dept. of Labor regarding a job posting?	This position provides the following wage/salary, benefits, and compensation: [*insert details*]. Does that meet your expectations? What are you looking for in terms of wage/salary, benefits, and other compensation for this position?
Victim of domestic violence or being protected under an order of protection	Have you ever requested a restraining order or order of protection against your spouse or another person?	

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Disability

Inquiries that are likely to elicit information about a disability, before a bona fide job offer is made, are prohibited. Inquiries about the ability to perform job functions that do not ask about disabilities are permissible.

Protected Status	Do not ask	Permissible to ask, provided all applicants are asked
Disability	Have you had any recent illnesses or operations? Do you have AIDS? Do you have asthma? Do you have a disability which would interfere with your ability to perform the job? How many days were you sick last year? Have you ever filed for Workers' Compensation? Have you ever been injured on the job? How much alcohol do you drink each week? Have you ever been treated for alcohol problems? Have you ever been treated for mental health needs? What prescription drugs are you currently taking?	Can you perform the functions of this job (essential and/or marginal), with or without reasonable accommodation? Please describe/demonstrate how you would perform these functions (essential and/or marginal). Have you ever been disciplined (oral or written reprimand, suspension or termination) for attendance violations or problems? Are you a current user of illegal drugs? Do you have the required licenses to perform this job?

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General Personnel

Administrative Procedure - Investigations

Immigration Investigation

All newly hired employees must complete section one of the U.S. Citizenship and Immigration Services Form I-9 (Form I-9) no later than three business days following their first working day (Immigration Reform and Control Act, 8 U.S.C. §1324a, 8 C.F.R. §274a.2). See~~:~~ www.uscis.gov/i-9. If an individual is unable to provide the required documents to complete it, the individual may present a receipt for the application of the required documents within three days of the hire. The individual must then present the required documents within 90 days of the hire. The Superintendent or designee completes section two of the Form I-9 and confirms the employee's information.

If the Employment Eligibility Verification System (E-Verify) is used to complete Form I-9, the Superintendent or designee will review the Ill. Dept. of Labor's website and its E-Verify factsheet, available at: https://labor.illinois.gov/content/dam/soi/en/web/idol/laws-rules/legal/documents/e-verification-facts-poster.pdf. If the District contends that there is a discrepancy in an employee's employment verification information, follow the procedures required by ~~The~~the Right to Privacy in the Workplace Act, 820 ILCS 55/1~~412~~, ~~amended~~ added by P.A. ~~103-879~~104-455~~, and 820 ILCS 55/13, added by P.A. 103-879, eff. 1-1-25~~.

The completed Form I-9 shall be maintained in a file separate from other personnel records in order to prevent unauthorized review of personnel files. The Form I-9 shall be retained for a period of three years after the date of hire or one year after individual employment is terminated, whichever is later.

Fingerprint-based Criminal History Records Information (CHRI) Check (105 ILCS 5/10-21.9, amended by P.A. 10~~3-1542 702~~)

A fingerprint-based criminal history records information check must be initiated prior to employment, but the District may permit the individual to be hired and begin employment pending its outcome. ~~See *Criminal History Records Information (CHRI) Checks for Certified and Non-certified School Personnel*, at: www.isbe.net/Documents/guidance_chr.pdf.~~ See administrative procedure 5:30-AP4, *Fingerprint-Based Criminal History Record Information*, for procedures regarding the handling of sensitive CHRI provided through the Federal Bureau of Investigation's national databases.

A *complete criminal history records check* pursuant to 105 ILCS 5/10-21.9, amended by P.A. 103-154, consists of:

1. Fingerprint-based checks through (a) the Ill. State Police (ISP) for ~~criminal history records information (~~CHRI~~)~~ pursuant to the Ill. Uniform Conviction Information Act (20 ILCS 2635/), and (b) the Federal Bureau of Investigation (FBI) national crime information databases pursuant to the Adam Walsh Child Protection and Safety Act (Pub. L. 109-248),
2. *A check of the Ill. Sex Offender Registry (see the Sex Offender Community Notification Law, 730 ILCS 152/ et seq.), and
3. *A check of the Murderer and Violent Offender Against Youth Registry (see the Murderer and Violent Offender Against Youth Registration Act, 730 ILCS 154/75 - 154/105).

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*These checks must be conducted by the District or the Regional Superintendent[1] once every five years that an individual remains employed by the District. 105 ILCS 5/10-21.9(a-5), (a-6)~~, amended by P.A. 102-552~~.

See also Board policy 4:175, *Convicted Child Sex Offender; Screening; Notifications*, and administrative procedure 4:175-AP1, *Criminal Offender Notification Laws; Screening*. **Important:** 20 ILCS 2630/5.2 outlines how an individual may petition to have an arrest record expunged by the arresting authority and the records of the arrest sealed by the circuit court clerk. It also details offenses for which an individual cannot have his or her conviction sealed.

Note: The following criminal history records check guide~~s~~ is~~are~~ also available:

Guide to Understanding Criminal History Record Check Information is available at: https://dph.illinois.gov/content/dam/soi/en/web/idph/files/forms/background-check-guide-071817.pdf.

~~Ill. State Board of Education non-regulatory guidance document, Criminal History Records Information (CHRI) Checks for Certified and Non-certified School Personnel, at: www.isbe.net/Documents/guidance_chr.pdf.~~

The following individuals are responsible for the actions listed:

Applicant - Each applicant for employment in any position (except bus drivers employed by a private student transportation contractor) must provide a written authorization for a complete criminal history records check at the time he or she submits the application.

Individual Student Teaching or beginning a required internship - Each individual student teaching or beginning a required internship must provide written authorization for, and pay the costs of, his or her criminal history records check (including any applicable vendor's fees) prior to participating in any field experiences in the District. See 105 ILCS 5/10-21.9(g).

Applicant for Bus Driver - Each applicant for a bus driver position must complete the application required by the Secretary of State for a school bus driver permit (obtained from the District) and submit it to the District along with the necessary fingerprint submission as required by the ISP to conduct a fingerprint-based criminal history records check. The Superintendent or designee will conduct a pre-employment interview[2] with prospective school bus driver candidates, distribute school bus driver applications and medical forms, and submit the applicant's fingerprint cards to the ISP. The Superintendent or designee will certify in writing to the Secretary of State that all pre-employment conditions have been successfully completed, including the successful completion of a criminal history records check as required by State law. The applicant must present the certification to the Secretary of State at the time of submitting the school bus driver permit application. See 625 ILCS 5/6-106.1, amended by P.A.s 104-260 and 104-256~~s 102-168 and 102-299~~; 92 Ill.Admin.Code §1035.25.

Superintendent or designee - Note: Add any additional steps to efficiently receive a complete criminal history records check.

1. Fingerprint-Based Criminal History Records Check:

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[1] Alternative for districts in suburban Cook County: replace "Regional Superintendent" with "appropriate Intermediate Service Center Executive Director" throughout this procedure.

[2] Any employer that asks applicants to record video interviews and uses an artificial intelligence analysis of the applicant-submitted videos must comply with the Artificial Intelligence Video Interview Act, 820 ILCS 42/.

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a. For all applicants, the Superintendent or designee completes the required forms to request the criminal history records checks from an appropriate ISP or LiveScan vendor. When the applicant is a successful superintendent candidate who has been offered employment by the Board, the School Board President shall ensure that these checks are completed. This may include submitting the applicant's name, sex, race, date of birth, Ss~~o~~cial Ss~~e~~curity number, fingerprint images, and other identifiers to the ISP and FBI on the forms prescribed by each agency.

b. The Superintendent or designee, or when the applicant is a successful superintendent candidate who has been offered employment by the Board, the Board President, will provide the applicant with a copy of the ISP and FBI reports. Required by 105 ILCS 5/10-21.9(b) and 20 ILCS 2635/7. The applicant has the obligation and responsibility to notify the District within seven (7) working days if information in the report furnished by the ISP is inaccurate or incomplete. Id.

c. The Superintendent or designee, or the Regional Superintendent, notifies the State Superintendent of Education in writing within 15 business days when a CHRI returns a *conviction* of a crime set forth in 105 ILCS 5/21B-80. 105 ILCS 5/10-21.9(e)~~, and~~ The Superintendent or designee, or the Regional Superintendent, also:

   i. Makes a preliminary determination that the applicant will be disqualified based on a conviction record when: (1) the District is prohibited by 105 ILCS 5/10-21.9, amended by P.A. 103-154, from employing the individual because the conviction is an offense listed in 105 ILCS 5/21B-80~~, amended by P.A. 102-552~~;[3] (2) there is a *substantial relationship* between one or more of the previous criminal offenses and the employment sought or held; or (3) the employment would involve an *unreasonable risk* to property or to the safety or welfare of specific individuals or the general public.

      Conviction record means information indicating that a person has been convicted of a felony, misdemeanor or other criminal offense, placed on probation, fined, imprisoned, or paroled pursuant to any law enforcement or military authority. 775 ILCS 5/1-103(G-5). It includes the results of a *complete criminal history records check* conducted pursuant to 105 ILCS 5/10-21.9, amended by P.A. 103-154.

      Substantial relationship means a consideration of whether a job position offers the opportunity for the same or a similar offense to occur and whether the circumstances leading to the conduct for which the person was convicted will recur in the position. 775 ILCS 5/2-103.1(A).

      To determine whether an applicant is disqualified based on a *substantial relationship* or *unreasonable risk*, considers the following factors: (1) length of time since the conviction; (2) number of convictions that appear on the conviction record; (3) nature and severity of the conviction and its relationship to the safety and security of others; (4) the facts or circumstances surrounding the conviction; (5) the age of the employee at the time of the conviction; and (6)

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[3] Attorneys have different opinions as to whether the IHRA requires the *interactive assessment* outlined in 775 ILCS 5/2-103.1(c), which includes preliminary and final notices, when a disqualifying offense listed in 105 ILCS 5/21B-80 is found in a conviction record; **consult the board attorney for guidance on this issue**.

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evidence of rehabilitation efforts. 775 ILCS 5/2-103.1(B). See also Ill. Dept. of Human Rights (IDHR) *Conviction Record Protection – Frequently Asked Questions* (March 2021), at: https://dhr.illinois.gov/conviction-record-protection-frequently-asked-questions.html.

ii. When the applicant's conviction record disqualifies him/her/them, notifies the applicant of the preliminary decision in writing. The written notice shall contain: (1) the disqualifying convictions that are the basis for the preliminary decision and the District's reasoning for the disqualification; (2) a copy of the *complete criminal history records check* conducted pursuant to 105 ILCS 5/10-21.9, amended by P.A. 103-154; and (3) an explanation of the applicant's right to submit evidence challenging the accuracy of the conviction record that is the basis for the disqualification within seven (7) working days of the applicant's receipt of the copy of the conviction record[4] if the applicant wishes to dispute the accuracy of the conviction record and/or submit evidence in mitigation, such as rehabilitation. 775 ILCS 5/2-103.1(C)(1) and (2). See exhibit 5:30-AP2, E1, *Notice of Preliminary Hiring Decision Based on Conviction Record*, for a sample letter template.

Note: Evidence of rehabilitation may include education, training, stable employment, family and community involvement, and recovery from substance abuse. For more information, see *EEOC Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decision under Title VII of the Civil Rights Act*, at: www.eeoc.gov/laws/guidance/enforcement-guidance-consideration-arrest-and-conviction-records-employment-decisions.

iii. When the final decision disqualifies the applicant based on the conviction record, provides a second written notice to the applicant that contains: (1) notice of the disqualifying conviction(s) that are the basis for the final decision and the District's reasoning for the disqualification; (2) any existing procedure the employer has for the applicant to challenge the decision or request reconsideration (this is not required)[5]; and (3) the right to file a charge with the IDHR. 775 ILCS 5/2-103.1(C)(3). See exhibit 5:30-AP2, E2, *Notice of Final Hiring Decision Based on Conviction Record*, for a sample letter template.

d. The Superintendent or designee, or the Regional Superintendent, or as applicable the entity that provides background checks for public schools, notifies the State

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[4] The IHRA requires at least five business days for the applicant to dispute the accuracy of the conviction record, but the Ill. Uniform Conviction Information Act (UCIA) provides the applicant seven working days from of receipt of the copy of the conviction information to notify the district if the information is inaccurate or incomplete. 20 ILCS 2635/7(A)(2). This procedure accommodates the longer timeline of the UCIA.

[5] Consult the board attorney for advice about whether policy 2:260, *Uniform Grievance Procedure*, should be included in the final decision letter for new applicants and/or existing employees. That policy is limited to students, parents/guardians, employees, or community members that want to file a complaint regarding the district's alleged violation of a constitutional right, statute, or board policy.

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Superintendent of education in writing[6] within 10 business days[7] after receiving information of a *pending* criminal charge for an offense set forth in 105 ILCS 5/21B-80. Required by 105 ILCS 5/10-21.9(e).

Note: For substitute teachers, the Superintendent will need to ensure that the District performs these checks. Contact the Board Attorney and/or ISBE regarding the validity of a *certificate of authorization*, if a substitute teacher presents one. ~~From 1-1-11 through 7-1-11, the Regional Superintendent or Suburban Cook County Intermediate Service Center Executive Director, whichever was appropriate, was allowed to issue *certificates of authorization* to substitute teachers. Issuance of a *certificate of authorization* was proof that the substitute teacher applicant had met all of the requirements to substitute teach in the educational service region; i.e., a fingerprint-based criminal history records check, a physical examination, and a negative tuberculin test. Because P.A. 97-607 deleted *certificates of authorization*, substitute teachers no longer receive them because they no longer exist.~~

e. For individuals student teaching or beginning a required internship, the Superintendent or designee ensures that the individual completes the required forms, authorizations, and provides payment to the District for the costs of completing a complete criminal history records check prior to student teaching or beginning a required internship (105 ILCS 5/10-21.9(g) and Board policy 5:260, *Student Teachers*). ~~For more information, see also ISBE's non-regulatory guidance document, *Criminal History Records Information (CHRI) Checks for Certified and Non-certified School Personnel*, available at: www.isbe.net/Documents/guidance_chr.pdf.~~

2. Screen of the Statewide offender databases upon hire and every five years thereafter that an individual remains employed by the District. 105 ILCS 5/10-21.9(a-5), (a-6)~~, amended by P.A. 102-552~~. The Superintendent or designee, or when the applicant is a successful superintendent candidate who has been offered employment by the Board, the Board President, performs a screen for each applicant of:
   a. The Statewide Sex Offender Registry, https://sor.isp.illinois.gov/sorpublic/~~https://isp.illinois.gov/Sor/Disclaimer~~, as authorized by the Sex Offender Community Notification Law (730 ILCS 152/ et seq.), and
   b. The Statewide Murderer and Violent Offender Against Youth Registry https://sor.isp.illinois.gov/sorpublic/~~https://isp.illinois.gov/MVOAY/Disclaimer~~, as authorized by the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/75-154/105).

The Superintendent or designee, or when the applicant is a successful superintendent candidate who has been offered employment by the Board, the Board President, notifies the individual if he or she is identified in the database as a sex offender. Required by 105 ILCS 5/10-21.9(a-5), (a-6), and (b). The Superintendent or designee, or the Regional Superintendent, notifies the State Superintendent of

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[6] 105 ILCS 5/10-21.9(e) requires written notice for *convictions*. While notice for *pending* criminal charges is not required to be "in writing," for ease of use, consistency in administration, alignment with the requirement to provide written notice for *convictions*, and best practices this sample text states the State Superintendent will also be notified of *pending* criminal charges in writing. Consult the board attorney for further guidance.

[7] 105 ILCS 5/10-21.9(e) does not state whether the notice requirement is *calendar days* or *business days*. Support for it being *business days* is found later in 105 ILCS 5/10-21.9(e), which requires that notice for *convictions* be provided within 15 business days.

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Education in writing within 15 business days, when a database screen finds a *registration* for an individual licensed by ISBE. 105 ILCS 5/10-21.9(e).

ISP and FBI - The ISP and FBI furnish records of convictions (until expunged), pursuant to the District's request, to the Board President. **Note**: The ISP and FBI must "furnish, pursuant to a fingerprint-based criminal history records check, records of convictions, until expunged, to the president of the school board…". See 105 ILCS 5/10-21.9(a) and (g). 20 ILCS 2630/3.3 establishes authority for the ISP to collect fees from the District if the Board wishes to participate in a Federal *Rap Back Service*. Rap Back Service is a capability of the FBI's Next Generation Identification (NGI) system that provides authorized agencies notification of criminal activity and, in limited cases, of civil activity, that occurs after the initial processing and retention of criminal or civil transactions, e.g., an initial fingerprint-based criminal history records check. The Board may determine that it wants to participate. Participation includes ISP submitting fingerprints that the District orders to the FBI Rap Back Service to be retained for the purpose of being searched by future submissions to the FBI Rap Back Service. For a student teacher, the report shall be returned to the Superintendent or designee ~~(see ISBE's non-regulatory guidance document, *Criminal History Records Information (CHRI) Checks for Certified and Non-certified School Personnel*, at: www.isbe.net/Documents/guidance_chr.pdf)~~.

Board President - The School Code requires the Board President to keep a conviction record confidential. The information may only be shared between the Board President, the Superintendent or designee, Regional Superintendent (if the check was requested by the District), State Superintendent of Education, State Educator Preparation and Licensure Board, any other person necessary to the hiring decision, the ISP and/or Statewide Sex Offender Registry for clarification purposes, or the Teachers' Retirement System of the State of Illinois (TRS) when the board learns that a teacher has been convicted of a felony. See 105 ILCS 5/10-21.9(b), 105 ILCS 5/21B-10, amended by P.A. 104-128, and 105 ILCS 5/21B-85, amended by P.A. 103-512 ~~552~~. For further discussion about the practical implementation issues for the Board President to ensure that a fingerprint-based criminal history records information check and other database screens are initiated and completed prior to employment, see f/n 11 in ~~Board~~ sample policy 5:30, *Hiring Process and Criteria*.

Regional Superintendent/Suburban Cook County Intermediate Service Center Executive Director - The Superintendent or designee may require the applicant to authorize the Regional Superintendent or Suburban Cook County Intermediate Service Center Executive Director, whichever is appropriate, to conduct the check when an applicant is (1) seeking employment in more than one District simultaneously as (a) a substitute teacher, (b) a concurrent part-time employee, and/or (c) educational support personnel, or (2) the employee works for a contractor holding contracts with more than one district. The Regional Superintendent or Suburban Cook County Intermediate Service Center Executive Director, whichever is appropriate, also performs a check of the Statewide Sex Offender Registry, https://sor.isp.illinois.gov/sorpublic/~~https://isp.illinois.gov/Sor/Disclaimer~~r, as authorized by the Sex Offender Community Notification Law (730 ILCS 152/115), and the Violent Offender Against Youth Registry, https://sor.isp.illinois.gov/sorpublic/~~https://isp.illinois.gov/MVOAY/Disclaimer~~, as authorized by the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/75-154/105). See 105 ILCS 5/10-21.9 (a-5), (a-6), and (b)~~, amended by P.A. 102-552~~.

Contractors - The above requirements for a *complete criminal history records check* apply to all employees and agents of contractors who have direct, daily contact with students. 105 ILCS 5/10-21.9(f). Every contractor with the District shall: (1) make every employee or agent who will have direct, daily contact with students submit to a complete criminal history records check, (2) confirm that it will make those employees available to the District for the criminal history records check, and (3) submit payment for the costs of the check(s) to the District.

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Note: The provisions in 105 ILCS 5/10-21.9(f) and (g) apply to employees of contractors who have "direct, daily contact" with students. To be comprehensive and to eliminate uncertainty, this procedure and Board policy 4:175, *Convicted Child Sex Offender; Screening; Notifications*, may require a criminal history records check on *all* employees of contractors who may work in any school building or on school property. Whether the District uses the comprehensive language or the direct language from the School Code, the District, not the contractor, must perform the background checks. Contractors are not authorized under any State or federal law to: (1) conduct the required criminal history background checks; or (2) see the employee's criminal history furnished by the ISP and the FBI.[8] All contracts should also require the contractor to purchase insurance to cover misconduct by their employees and/or an indemnification clause. Additionally, the Superintendent or designee should check insurance coverage to determine whether employees of contractors are covered. See also Board policy 4:175, *Convicted Child Sex Offender; Screening; Notifications*, and administrative procedure 4:60-AP3, *Criminal History Records Check of Contractor Employees*, for the responsibilities of contractors. Last, if the District has received, within the last year, information that concerns the record of conviction and identification as a sex offender of any contractors' employees, the District must provide the information to another school or school district that requests it. 105 ILCS 5/10-21.9(f-5). ~~For more information, see ISBE's non-regulatory guidance document, *Criminal History Records Information (CHRI) Checks for Certified and Non-certified School Personnel*, available at: www.isbe.net/Documents/guidance_chr.pdf.~~ Unless notified by the individual named in a criminal history records information (CHRI) request or by the ISP that the information furnished in a CHRI report is inaccurate or incomplete, the District cannot be liable for damages to any person to whom the CHRI pertains for actions it reasonably took in reliance on the accuracy and completeness of CHRI report. 20 ILCS 2635/7(A)(3).

District - The District complies with 105 ILCS 5/10-21.9, amended by P.A. 103-154~~s 102-552 and 102-702~~, and 5/21B-80~~, amended by P.A. 102-552~~. It will not knowingly employ a person, or allow a person to work or student teach/complete a required internship (105 ILCS 5/10-21.9(g)) on school grounds, who:

1. Has been convicted of any one or more of the following offenses, until seven years following the end of the sentence[9] for the criminal offense:
    a. Those defined in the Cannabis Control Act, 720 ILCS 550/, except: 720 ILCS 550/4(a), 550/4(b), 550/4(c), 550/5(a), 550/5(b), and any offense for which the holder of a license is placed on probation under the provisions of 550/10 provided that if the terms and conditions of probation required by the court are not fulfilled, the offense is not eligible for this exception.
    b. Those defined in the Ill. Controlled Substances Act, 720 ILCS 570/100 et seq., amended by P.A. 103-881, except: any offense for which the holder of a license is placed on probation under the provisions of 570/410, amended by P.A.s 103-702, 103-881, and 104-417, provided that if the terms and conditions of probation required by the court are not fulfilled, the offense is not eligible for this exception.
    c. Those defined in the Methamphetamine Control and Community Protection Act, 720 ILCS 646/, except: any offense for which the holder of a license is placed on probation

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[8] See sample administrative procedure 4:60-AP3, *Criminal History Records Check of Contractor Employees*, at f/n 1, for discussion of the impact of 775 ILCS 5/2-103.1 on contractor employees.

[9] *Sentence* includes any period of supervision or probation that was imposed either alone or in combination with a period of incarceration. 105 ILCS 5/21B-80(a)~~, amended by P.A. 102-552~~.

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under the provisions of 646/70, amended by P.A. 103-702, provided that if the terms and conditions of probation required by the court are not fulfilled, the offense is not eligible for this exception.

d. Any attempt to commit any of the offenses listed in (a)-(c) of this section.

e. Any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in Illinois, would have been punishable as one or more of the offenses listed in (a)-(d) of this section.

2. Has been convicted of committing or attempting to commit any one or more of the following offenses:

~~a.~~ Attempting to commit, conspiring to commit, soliciting, or committing ~~first degree murder or any Class X felony.~~

~~b. Attempting to commit, conspiring to commit, soliciting, or committing any offense defined in Article 9 (Homicide) of the Criminal Code of 1961 or the Criminal Code of 2012.~~

~~c. Attempting to commit, conspiring to commit, soliciting, or committing any *sex offense*. Sex offense means any offense defined in:~~

~~i. Sections 11-6 and 11-9 through 11-9.5, inclusive, and 11-30 (if punished as a Class 4 felony) of the Criminal Code of 1961 or the Criminal Code of 2012;~~

~~ii. Sections 11-14.1 through 11-21, inclusive, of the Criminal Code of 1961 or the Criminal Code of 2012;~~

~~iii. Sections 11-23 (if punished as a Class 3 felony), 11-24, 11-25, and 11-26 of the Criminal Code of 1961 or the Criminal Code of 2012; and~~

~~d.~~a. ~~Sections 11-1.20, 11-1.30, 11-1.40, 11-1.50, 11-1.60, 12-4.9, 12-13, 12-14, 12-14.1, 12-15, 12-16, 12-32, 12-33, 12C-45, and 26-4 (if punished pursuant to 26-4(d)(4) or (5)) of the Criminal Code of 1961 or the Criminal Code of 2012~~any offense listed at 105 ILCS 5/21B-80.

~~e.~~b. Any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in Illinois, would have been punishable as one or more of the foregoing offenses.

3. Has been found to be the perpetrator of sexual or physical abuse of any minor less than 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987.

Reporting New Hires

The Superintendent or designee shall timely file an IRS Form W-4 or IDES *New Hire Reporting Form* for each newly hired employee with the Ill. Dept. of Employment Security. See 820 ILCS 405/1801.1, amended by P.A. 103-343. When the applicant is a successful superintendent candidate who has been offered employment by the Board, the Board President shall ensure either the retiring Superintendent or designee performs this task.

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General Personnel

Exhibit – Notice of Preliminary Hiring Decision Based on Conviction Record

Use this letter when the District must notify an applicant that it made a preliminary determination that the applicant is disqualified from employment based on a conviction record. 775 ILCS 5/2-103.1(C).

On District Letterhead

Re: Your Employment Application – Preliminary Decision Notice

Dear [*insert name of applicant*]:

The District has reviewed the results of your complete criminal history records check conducted pursuant to 105 ILCS 5/10-21.9 in connection with your application for the position of [*insert job title*]. A copy of those results is enclosed with this letter.

After review, the District is not considering you further for employment in the District based at least in part on [*insert date and description of disqualifying offense relied upon*].

Use the following paragraph if the disqualification is based on conviction of a prohibited offense included in 105 ILCS 5/21B-80 (see administrative procedure 5:30-AP2, Investigations, at p. 7-8 for a listing of prohibited offenses):

105 ILCS 5/10-21.9 prohibits the District from employing anyone convicted of [*insert disqualifying offense*], and therefore, the District is prohibited by law from offering you employment.

Use the applicable paragraph(s) below if the disqualification is not based on a prohibited offense included in 105 ILCS 5/21B-80:

Given the [*include a description of all factors that apply: length of time since the conviction, the number of convictions that appear on the conviction record, the nature and severity of the conviction and its relationship to the safety and security of others, the facts and circumstances surrounding the conviction, the age of the employee at the time of the conviction, and the evidence of rehabilitation efforts*], the District finds that employing you would involve an unreasonable risk to the property or to the safety or welfare of others.

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Given the [*include a description of all factors that apply: length of time since the conviction, the number of convictions that appear on the conviction record, the nature and severity of the conviction and its relationship to the safety and security of others, the facts and circumstances surrounding the conviction, the age of the employee at the time of the conviction, and the evidence of rehabilitation efforts*], the District finds a substantial relationship between your conviction record(s) and the employment position for which you have applied, and that your hiring would provide an opportunity for you to engage in the same or a similar offense.

Pursuant to the Illinois Human Rights Act, you have the right to respond to this Decision, after which time the District will make a final determination. Your response may include, but need not be limited to, evidence challenging the accuracy of the conviction record that the District relied upon to disqualify you [and/or evidence in mitigation, such as rehabilitation efforts]. You have until [*insert date at least seven working days from the date of the letter*] to respond to this letter. Please send your response to: [*insert contact information*].

Sincerely,

[*insert title, such as Superintendent or Director of Human Resources*]

Enclosure: results of complete criminal history records check

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General Personnel

Exhibit – Notice of Final Hiring Decision Based on Conviction Record

Use this letter when the District must notify an applicant that it made a final determination that the applicant is disqualified based on a conviction record. 775 ILCS 5/2-103.1(C).

On District Letterhead

Re: Your Employment Application – Final Decision Notice

Dear [*insert name of applicant*]:

~~I am writing to inform you that t~~The District has made the final decision not to consider you further for employment. This decision is based in whole or in part on the information in your conviction record that was enclosed with the preliminary decision letter that ~~I~~was sent to you on [*insert date*], as well as any information submitted by you in response to my letter.

Use the following paragraph if the disqualification is based on conviction of a prohibited offense included in 105 ILCS 5/21B-80 (see administrative procedure 5:30-AP2, Investigations at p. 7-8 for a listing of prohibited offenses):

105 ILCS 5/10-21.9 prohibits the District from employing anyone convicted of [*insert disqualifying offense*], and therefore, the District is prohibited by law from offering you employment.

Use the applicable paragraph(s) below if the disqualification is not based on a prohibited offense included in 105 ILCS 5/21B-80:

Given the [*include a description of all factors that apply: length of time since the conviction, the number of convictions that appear on the conviction record, the nature and severity of the conviction and its relationship to the safety and security of others, the facts and circumstances surrounding the conviction, the age of the employee at the time of the conviction, and the evidence of rehabilitation efforts*], the District has determined that employing you would involve an unreasonable risk to the property or to the safety or welfare of others.

Given the [*include a description of all factors that apply: length of time since the conviction, the number of convictions that appear on the conviction record, the nature and severity of the conviction and its*

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relationship to the safety and security of others, the facts and circumstances surrounding the conviction, the age of the employee at the time of the conviction, and the evidence of rehabilitation efforts], the District has determined that there is a substantial relationship between your conviction record and the employment position for which you have applied, and that your hiring would provide an opportunity for you to engage in the same or a similar offense.

[*Insert the existing procedure, if any, that the District will use for the applicant to challenge the decision or request reconsideration*]

Finally, please note that you have the right to file a charge with the Illinois Department of Human Rights.

Sincerely,

[*insert title, such as Superintendent or Director of Human Resources*]

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General Personnel

Administrative Procedure - Coordination with Children's Advocacy Center [1]

Children's Advocacy Centers (CACs) are child-focused, trauma-informed, facility-based programs that provide a multi-disciplinary, comprehensive response to child abuse. Illinois CACs are organized and operate under the Children's Advocacy Center Act. 55 ILCS 80/. CACs are accredited based on standards set by the National Children's Alliance. 55 ILCS 80/2.5. See www.nationalchildrensalliance.org/.

If the District is located within a county that is served by an accredited CAC, it must coordinate with the CAC to implement the **Alleged Incidents of Sexual Abuse; Investigations** subhead of Board policy 5:90, *Abused and Neglected Child Reporting*. 105 ILCS 5/22-85. For a map of accredited CACs, and to identify a CAC that may serve the District, see www.childrensadvocacycentersofillinois.org/about/map. Use this procedure to coordinate with the District's local CAC.

Glossary of Terms

Alleged incident of sexual abuse – An incident of sexual abuse of a child (as defined in the Ill. Criminal Code of 2012, 720 ILCS 5/11-1.50~~9.1A~~) that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred either: on school grounds during a school activity, outside of school grounds, or not during a school activity. 105 ILCS 5/22-85(b). [2]

Alleged victim – A student who is alleged to be the victim of an alleged incident of sexual abuse.

Appropriate law enforcement agency – A law enforcement agency whose employees have been involved, in some capacity, with an investigation of a particular alleged incident of sexual abuse. 105 ILCS 5/22-85(b).

Child advocate – May be a school social worker, a school or equally-qualified psychologist, or a person in a position the Ill. State Board of Education (ISBE) has identified as an appropriate advocate for a student during a school's investigation into an alleged incident of sexual abuse. 105 ILCS 5/22-85(i).

Forensic interview – An interview between a trained forensic interviewer, as defined by National Children's Alliance standards, and a child in which the interviewer obtains information from children in an unbiased and fact finding manner that is developmentally appropriate and culturally sensitive to support accurate and fair decision making by the multidisciplinary team in the criminal justice and child protection systems. 55 ILCS 80/2.5.

School personnel – School employees, vendors, and volunteers.

Sexual Abuse and Sexual Assault – See Ill. Criminal Code of 2012 definitions at:

720 ILCS 5/11-9.1A. Permitting sexual abuse of a child.

The footnotes should be removed before the material is used.

[1] This procedure cites the minimum requirements of State law. Modify this procedure based upon the District's specific implementation needs and any additional needs of the CAC that serves the District.

[2] See the f/n 15 analysis in sample policy 5:90, *Abused and Neglected Child Reporting*. To provide boards with clarity, this procedure uses the definition of *sexual abuse* from the Ill. Criminal Code of 2012.

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720 ILCS 5/11-1.20. Criminal sexual assault.
720 ILCS 5/11-1.30. Aggravated criminal sexual assault.
720 ILCS 5/11-1.40. Predatory criminal sexual assault of a child.
720 ILCS 5/11-1.50. Criminal sexual abuse.
720 ILCS 5/11-1.60. Aggravated criminal sexual abuse.

Coordination with CAC

Actor	Action
ISBE	Identifies persons in positions who may be appropriate child advocates for students during a school's investigation into an alleged incident of sexual abuse. 105 ILCS 5/22-85(c). As of the publication of **PRESS** Issue 121 (March 2026~~3~~), ISBE has not identified any persons.
Superintendent or designee	Establishes a CAC Communication Committee (Committee) to operate as a Superintendent committee. See administrative procedure 2:150-AP, *Superintendent Committees.* Consider including: • District Nondiscrimination Coordinator (see Board policies 2:260, *Uniform Grievance Procedure*; and 2:265, *Title IX Grievance Procedure*) • District Safety Coordinator (see administrative procedure 4:170-AP1, *Comprehensive Safety and Security Plan,* **Part C, District Safety Coordinator and Safety Team; Responsibilities**) • District-level administrators • Building Principals (Building Principals are mandatory for successful implementation of the **Alleged Incidents of Sexual Abuse; Investigations** subhead of Board policy 5:90, *Abused and Neglected Child Reporting*) • School personnel • Employees from the accredited CAC that serves the District Chairs and convenes Committee meetings for the purpose of implementing the **Alleged Incidents of Sexual Abuse; Investigations** subhead of policy 5:90, *Abused and Neglected Child Reporting*. **Note:** To achieve the minimum requirement of State law that the District coordinate with its local CAC, this procedure establishes an administrative committee. Establishing a committee provides a best practice for aligning with governance principles and examining implementation issues specific to each individual school district and the CACs that serve each district. While smaller school districts, e.g., one-building districts, may be able to implement a program through one meeting, larger school districts will likely require the uniform coordination this Committee provides. Informs the School Board of the Committee's progress and needs by adding information items to the Board's agendas as needed. Ensures that at least every two years, school personnel are trained to understand, provide information and referrals to, and address issues pertaining to students who are parents, expectant parents, or victims of domestic or sexual violence. **Note:** 105 ILCS 5/10-22.39(b-25), added by

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Actor	Action
	P.A. 103-542 and amended by P.A. 104-391, ~~eff. 1-1-24 and operative 7-1-24,~~ requires this training to be conducted by persons with expertise in domestic and sexual violence and the needs of expectant and parenting students and must include training concerning each of the following: 1. Communicating with and listening to student victims of domestic or sexual violence and expectant and parenting students. 2. Connecting student victims of domestic or sexual violence and expectant and parenting students to appropriate in-school services and other agencies, programs, and services as needed. 3. Implementing the school district's policies, procedures, and protocols with regard to such students, including confidentiality. At a minimum, school personnel must be trained to understand, provide information and referrals, and address issues pertaining to such students. 4. Procedures for responding to incidents of teen dating violence that take place at school, on school grounds, at school-sponsored activities, or in vehicles used for school-provided transportation as outlined in 105 ILCS 5/27-240~~10/3.10~~.
School Personnel	Upon suspecting or receiving knowledge of an alleged incident of sexual abuse, shall perform each of the following (105 ILCS 5/22-85(c)): 1. Immediately report 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 Illinois); or 1-800-358-5117 (TTY). 2. ~~Follow directions given by DCFS concerning filing~~Prepare an internal written report documenting your report to DCFS ~~within 48 hours with the nearest DCFS field office. 25 ILCS 5/7~~. The written report shall include, if known, each of the following: a. The name and address of the child, his or her parents/guardians, or other persons having custody; b. The child's age; c. The child's condition, including any evidence of previous injuries or disabilities; and d. Any other information that the reporter believes may be helpful to DCFS for its investigation. 3. Promptly notify the Superintendent or Building Principal that a report to DCFS has been made.
Superintendent or Building Principal	Immediately coordinates any necessary notifications to the student's parents/guardians with DCFS, the applicable school resource officer (SRO), and/or local law enforcement which includes the local State's Attorney's Office. [3]

Commented [MB1]: Note to Subscribers: 325 ILCS 5/7, amended by P.A. 103-624, no longer requires reporters to file a written report with DCFS within 48 hours of any initial report.

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[3] This sentence implements optional language from sample policy 5:90, *Abused and Neglected Child Reporting*, and should be deleted if the board's adopted policy does not contain it.

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Actor	Action
	Notifies the District's Nondiscrimination Coordinator of the reported alleged incident of sexual abuse.
DCFS and/or Appropriate Law Enforcement Agency	Determines whether to accept a reported alleged incident of sexual abuse for investigation. If a reported alleged incident is accepted, refers the matter to the CAC serving the District. 105 ILCS 5/22-85(d). **Note:** If neither DCFS nor law enforcement investigate the alleged incident of sexual abuse, the District can move forward with its own investigation without CAC involvement.
CAC	Coordinates the investigation of the alleged incident of sexual abuse in accordance with its existing multidisciplinary team protocol and National Children's Alliance accreditation standards. 105 ILCS 5/22-85(e)(1). Facilitates communication between the DCFS/law enforcement multidisciplinary team investigating the alleged incident of sexual abuse and the District's Nondiscrimination Coordinator.[4] At a minimum: 1. Ensures that all applicable parties have each other's contact information; and 2. Shares the CAC's protocol regarding the process of approving the viewing of a forensic interview by appropriate school personnel or Board members, and a contact person for questions regarding the protocol. 105 ILCS 5/22-85(e)(2).
Nondiscrimination Coordinator	Upon being notified of the reported alleged incident of sexual abuse by the Superintendent or Building Principal, shall: Open and conduct the District's investigation into the alleged incident of sexual abuse in accordance with Board policy 7:20, *Harassment of Students Prohibited*. Schedule regular follow-up calls to the CAC to inquire whether DCFS/law enforcement has opened an investigation into the alleged incident of sexual abuse. **If DCFS/law enforcement investigation is not opened, stops using this procedure and continues the District's investigation in accordance with Board policy 7:20, *Harassment of Students Prohibited*.** **If DCFS/law enforcement investigation is opened, continues with the following steps.** Notes the date DCFS/law enforcement opened its investigation and sets a reminder for 15 calendar days after it.

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[4] Throughout this procedure "Nondiscrimination Coordinator" may be replaced with Title IX Coordinator or designee, Complaint Manager, School Resource Officer, or the title of any other school personnel leading the school's investigation into the alleged incident of sexual abuse.

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Actor	Action
	Note: This time period is important because the CAC has 15 calendar days to conduct a forensic interview of the alleged victim. During this time, the District ~~is~~ cannot interview the alleged victim regarding the alleged incident. While the child abuse and/or criminal investigations related to the alleged incident of sexual abuse are being conducted by DCFS/law enforcement, the Nondiscrimination Coordinator: 1. Continues the District's investigation, which may include interviewing the alleged witnesses and/or the alleged perpetrator. 2. May request information from the alleged victim or his or her parent/guardian to ensure his or her safety and well-being at school during the investigations. 105 ILCS 5/22-85(f). 3. Refrains from interviewing the alleged victim until after the CAC completes its forensic interview. 105 ILCS 5/22-85(f). [5] 4. Upon request, must inform DCFS/law enforcement investigators of any evidence it has gathered, ~~as~~to the extent permitted by federal or State law. 105 ILCS 5/22-85(f). **Note:** Evidence gathered by the Nondiscrimination Coordinator during the District's investigation may be confidential under the Ill~~inois~~ School Student Records Act (105 ILCS 10/) and the Family Rights and Educational Privacy Act (20 U.S.C. §1232g). **Consult the Board Attorney regarding what disclosures, if any, are allowed in response to a request from DCFS and/or law enforcement and conditions that must be met prior to disclosure**. Schedule regular follow-up calls with the CAC to inquire about the status of the forensic interview of the alleged victim.
CAC	Informs the Nondiscrimination Coordinator that: 1. The forensic interview of the alleged victim is complete, and the electronic recording of the forensic interview may be viewed; or 2. The CAC determined a forensic interview will not be conducted. 105 ILCS 5/22-85(g), (h).
Nondiscrimination Coordinator	If the electronic recording of the forensic interview of the alleged victim is available for viewing: 1. Verifies the CAC has obtained informed consent from an alleged victim over the age of 13 or the alleged victim's parent/guardian

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[5] The purpose of waiting to interview and coordinating with CACs is to minimize trauma of an alleged victim by preventing multiple interviews of him/her regarding the alleged incident of sexual abuse. When a DCFS/law enforcement investigation is pending, then the CAC's forensic interview serves as the interview that other entities, e.g., school districts, may use by viewing or listening to it for their investigations. If a DCFS/law enforcement investigation is pending but the CAC does not conduct a forensic interview, then the school may conduct its own interview of the alleged victim after following the procedures outlined in this procedure.

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Actor	Action
	for appropriate school personnel or Board members to view the forensic interview (105 ILCS 5/22-85(h); and **Note:** Each CAC may have its own consent form. Contact your local CAC to confirm that it will obtain written consent from the alleged victim over the age of 13 or the alleged victim's parent/guardian (if under the age of 13). 2. Views the electronic recording of the forensic interview. If the CAC has not performed a forensic interview of the alleged victim within 15 calendar days after DCFS/law enforcement opens an investigation, notifies the CAC that the District intends to interview the alleged victim.
CAC	After receiving notification that the District intends to interview the alleged victim, has 10 additional calendar days to conduct a forensic interview. 105 ILCS 5/22-85(g).
Nondiscrimination Coordinator	If the CAC does not conduct a forensic interview of the alleged victim within the 10 additional calendar days, proceeds with the District's interview of the alleged victim. Id. If the alleged victim is under 18 years old, makes a child advocate available to the alleged victim and allows the child advocate to be present during the interview. A child advocate may be a school social worker, a school or equally qualified psychologist, or a person in a position that ISBE has identified as an appropriate advocate for a student during a school's investigation into an alleged incident of sexual abuse. 105 ILCS 5/22-85(i). Schedules regular follow-up calls to DCFS/law enforcement to inquire if the investigation of an incident has been suspended and/or is complete, including the outcome of the investigation. 105 ILCS 5/22-85(j), (k).

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Instruction

Administrative Procedure – Remote and/or Blended Remote Learning Day Plan(s)

Use this procedure in conjunction with the subhead ***Suspension of In-Person Instruction; Remote and/or Blended Remote Learning Day Plan(s)*** *in Board policy 4:180, Pandemic Preparedness; Management; and Recovery.*

When the District must implement a Remote and/or Blended Remote Learning Day Plan (Plan) that designates *remote learning days* (RLDs) and/or *blended remote learning days* (BRLDs) for instruction in grades pre-kindergarten through 12, the Superintendent must approve[1] a Plan, present the Plan to the Board for adoption[2] prior to its implementation, implement the Plan after Board approval, and post it on the District's website.

The Superintendent will begin the process of developing a Plan in one of the two following ways:

1. Adapting the District's e-learning program (adopted by the Board pursuant to 105 ILCS 5/10-20.56) into a Plan[3] and ensuring that it is posted on the District's website and communicated to the community in accordance with this procedure.[4] See *E-learning Program; Days*, in the **Definitions** subhead below for more information about an e-learning program.
2. Using this procedure if the District has not implemented an e-learning program. [5]

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[1] 105 ILCS 5/10-30(3) states "the district shall adopt a remote and blended remote learning day plan approved by the district superintendent." This presents a governance best practice conundrum. For ease of administration, to avoid confusion during implementation and to align with the IASB *Foundational Principles of Effective Governance* (https://www.iasb.com/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance/~~www.iasb.com/principles_popup.cfm~~), this administrative procedure requires the superintendent to present the approved plan to the board for adoption prior to district-wide implementation and posting on the district's website. See f/n 13 in sample policy 4:180, *Pandemic Preparedness; Management; and Recovery* for further discussion.

[2] Id.

[3] Id. at 5/10-30(2). If the board has implemented an e-learning program in the district, it should adapt the program into a Plan by ensuring that the requirements for communicating the Plan are met. See f/n 4 below. Consult the board attorney regarding the impact, if any, of 105 ILCS 5/10-20.56(d-10), (d-15), and (d-20)~~, added by P.A. 102-697~~, which requires boards to pay educational support personnel and contractors their regular rate of pay on e-learning days, unless they are rescheduled. The law limits the number of e-learning days to the minimum number of emergency days in the approved school calendar; it is unclear if those days would still need to be paid in the event an e-learning program is adapted into a Plan. Id.

[4] Id. at 5/10-30(6).

[5] Id. at 5/10-30(3) and (6). See f/n 1, above.

See f/n 3 in sample policy 2:150, *Committees* for a discussion of Open Meetings Act implications of the Remote Learning Committee being a board committee. See IASB's *Foundational Principles of Effective Governance* at: www.iasb.com/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance/~~www.iasb.com/principles_popup.cfm~~.

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Definitions

Blended Remote Learning Days (BRLDs) – School attendance days during which the District provides hybrid days of in-person and remote instruction to students.[6] Once the State Superintendent of Education declares that the District must use ~~remote learning days~~RLDs or ~~blended remote learning days~~BRLDs, the Superintendent implements these days in grades pre-kindergarten through 12. These days are counted as days of attendance and are pupil attendance days for calculation of the length of a school term under 105 ILCS 5/10-19 and 5/10-19.05. If the District has implemented an *e-learning program*, these school attendance days may be met through it. See 105 ILCS 5/10-30.

E-learning Program; Days – E-learning is short for electronic learning. As an optional instructional tool for school districts, e-learning days are part of an implemented e-learning program in the District that:

1. Uses the Internet, telephones, texts, chat rooms, or other similar means of electronic communication for instruction and interaction between teachers and students that meet the needs of all learners; and
2. Addresses a district's responsibility to ensure that all teachers and staff who may be involved in the provision of e-learning have access to any and all hardware and software that may be required for the program.

An e-learning program is implemented after a school board:

1. Adopts a resolution to implement research-based program(s) for district-wide e-learning days that permit student instruction to be received electronically while students are not physically present in lieu of the district's scheduled emergency days as required by 105 ILCS 5/10-19 (105 ILCS 5/10-20.56(b), amended by P.A.103-780);
2. Conducts a public hearing on the District's initial e-learning program proposal or renewal with at least 10 days' advanced notice (Id. at 5/10-20.56(c)); and
3. Before the implementation of any e-learning days in that school year, to ensure access for all students, receives verifications by the regional office of education (ROE) or intermediate service center (ISC) that the board's proposal for an e-learning program has: (a) met the requirements specified in 105 ILCS 5/10-20.56, amended by P.A.~~s 102-584, 102-697, and~~ 103-780; (b) the components designed to reasonably and practicably accomplish the requirements outlined in the enabling statute; and (c) not exceeded the minimum number of emergency days in a district's approved school calendar. In its verification process, the ROE/ISC ensures that the specific needs of all students are met, including special education students and English Learners, and that all mandates are still met using the proposed research-based program. See 105 ILCS 5/10-20.56(b), amended by P.A.~~s 102-584 and~~ 103-780.

While the ROE/ISC must annually verify a district's e-learning program, the Board's approval of an e-learning program is for a term of three school years. 105 ILCS 5/10-20.56(d)(10), amended by P.A. 103-780.

Plan – The District's formal implementation of remote instruction that includes RLDs and BRLDs. If the District already has an e-learning program in place, it should adapt the program into a Plan by

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[6] The law is silent regarding whether BRLDs must be in-person and remote on the same day or whether they may include in-person instruction on one day and remote learning on different day. BRLDs is a term commonly used in higher education, and in higher education, in-person and remote instruction may take place on the same day or on different days.

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ensuring that the requirements for communicating the Plan, e.g., website posting, etc. are met.[7] When finalized, it is provided to students and faculty, posted on the District's website where other policies, rules, and standards of conduct are posted, and listed in exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*. Plans should be periodically reviewed and amended to ensure the needs of all students continue to be met throughout the suspension of in-person learning. If a plan is amended, post the amended plan to the District website. [8]

Remote Learning Days (RLDs) – Remote learning is learning that happens outside of the traditional classroom because the student and teacher are separated by distance and/or time. Remote learning can be real-time or flexibility-timed, and it may or may not involve technology. School attendance days are days that the District provides remote instruction to students. Once the State Superintendent of Education declares that the District must use ~~remote learning days~~RLDs or ~~blended remote learning days~~BLRDs, the Superintendent implements these days in grades pre-kindergarten through 12 on days of attendance. These days are counted as pupil attendance days for calculation of the length of the District's official calendar under 105 ILCS 5/10-19 and 5/10-19.05. If a district has implemented an e-learning program, these school attendance days may be met through it. Five RLDs, taken consecutively or in separate increments, may be used to develop, review, or amend the District's Plan or provide professional development to staff about remote education; i.e., *Remote Learning Planning Days*. See 105 ILCS 5/10-30. [9]

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Remote Learning Planning Days – If the district does not implement an e-learning program, then a district may use u~~U~~p to five consecutive or separate increment days ~~that a district may use~~ to develop, review, or amend its Plan or to provide professional development to staff about remote education. These days are counted as days of attendance and are pupil attendance days for calculation of the length of a school term under 105 ILCS 5/10-19 and 5/10-19.05. See 105 ILCS 5/10-30. [10]

Plan Development and Implementation

Use this Plan before, during, and after implementing 105 ILCS 5/10-30.

Consult the Board Attorney for guidance on this procedure.

Actor	Action
Board	If permitted by local resources and conditions, implement an e-learning program pursuant to 105 ILCS 5/10-20.56, amended by P.A.~~s 102-584, 102-697, and~~ 103-780.

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[7] See ~~question "How do Remote Learning Plans and E-Learning Plans differ?" in~~ the Ill. State Board of Education (ISBE) Guidance Document, *Current Remote Learning Options Under Illinois Law Guidance for Schools and Districts~~Mandatory Suspension of In-Person Instruction Guidance for Illinois Schools and School Districts~~*, and its most recent updates at: www.isbe.net/Documents/Remote-Learning-Guidance-Chart.pdf~~www.isbe.net~~.

[8] ~~See question "Can Remote Learning Plans be revised periodically to align with changing circumstances?" in the ISBE Guidance Document, Mandatory Suspension of In-Person Instruction Guidance for Illinois Schools and School Districts, and its most recent updates at: www.isbe.net.~~Id.

[9] ~~See questions "What is a Remote Learning Day on the school calendar?" and "How do Remote Learning Plans and E-Learning Plans differ?" in the archived ISBE Guidance Document, *Mandatory Suspension of In-Person Instruction Guidance for Illinois Schools and School Districts*, at: I~~dwww.isbe.net/Pages/covid19.aspx.

[10] See question "What are Remote Learning Planning Days?" in the archived ISBE Guidance Document, *Mandatory Suspension of In-Person Instruction Guidance for Illinois Schools and School Districts*, at: www.isbe.net~~www.isbe.net/Pages/covid19.aspx~~.

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Actor	Action
	If the Board decides not to implement an e-learning program in the District, provides the Superintendent with the resources necessary to implement a Remote and/or Blended Remote Learning Day Plan (Plan) that meets the needs of all students. 105 ILCS 5/10-30. Directs, through policy, the Superintendent to recommend any suspensions or amendments to policies to reduce any Board-required graduation or other instructional requirements in addition to the minimum requirements specified in School Code that the District was not able to complete due to a pandemic. 105 ILCS 5/10-16.7. Monitors Board policies 2:20, *Powers and Duties of the School Board; Indemnification*, 4:180, *Pandemic Preparedness; Management; and Recovery*, and 6:20, *School Year Calendar and Day*, 6:60, *Curriculum Content*, and 6:300, *Graduation Requirements* (if applicable), and makes changes recommended by the Superintendent. See Board policy 2:240, *Board Policy Development*. Considers all policy changes recommended by the Superintendent pursuant to Board policy 2:240, *Board Policy Development*, and included as a topic for discussion in the annual report required by Board policy 6:10, *Educational Philosophy and Objectives*. Adopts the Superintendent-approved Plan for District-wide implementation. [11] Provides appropriate, additional resources requested by the Superintendent to successfully implement the Plan.
Board and Superintendent	Identify, discuss, modify, and monitor relevant Board policies that remote learning may possibly affect, including but not limited to: 4:130, *Free and Reduced-Price Food Services* 4:180, *Pandemic Preparedness; Management; and Recovery* 5:35, *Compliance with the Fair Labor Standards Act* 5:40, *Communicable and Chronic Infectious Disease* 5:180, *Temporary Illness or Temporary Incapacity* 5:185, *Family and Medical Leave* 5:200, *Terms and Conditions of Employment and Dismissal* 5:270, *Employment At-will, Compensation, and Assignment* 5:300, *Schedules and Employment Year* 5:330, *Sick Days, Vacation, Holidays and Leaves*

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[11] See f/n 1, above.

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Actor	Action
	6:10, *Educational Philosophy and Objectives* 6:15, *School Accountability* 6:20, *School Year Calendar and Day* 6:30, *Organization of Instruction* 6:60, *Curriculum Content* 6:120, *Education of Children with Disabilities* 6:150, *Home and Hospital Instruction* 6:190, *Extracurricular and Co-Curricular Activities* 6:300, *Graduation Requirements* 7:70, *Attendance and Truancy* 7:280, *Communicable and Chronic Infectious Disease* 8:30, *Visitors to and Conduct on School Property* 8:100, *Relations with Other Organizations and Agencies*
Superintendent or Designee	When the District is required by the State Superintendent of Education to implement RLDs and/or BRLDs: 1. If an e-learning program is in place: a. Adapts it into a Plan by ensuring that the requirements for communicating the Plan, e.g., website posting, ~~etc.~~ are met; [12] b. Approves the Plan;[13] and c. Presents the Plan to the Board for adoption. [14] 2. If an e-learning program is not in place: a. Establishes a District-wide Remote Learning Committee[15] to design a Plan for implementation of RLDs and BRLDs. Committee members should include: District-level administrators Building Principals (Building Principals are mandatory for successful implementation of the Plan) Pandemic Planning Team member(s)

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[12] See f/n 3, above.

[13] See f/n 1, above.

[14] See f/ns 1 and 2, above.

[15] If a committee is not feasible in the district, the superintendent or designee must perform this function. See f/n 16, below.

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Actor	Action
	District Safety Coordinator (see administrative procedure 4:170-AP1, *Comprehensive Safety and Security Plan*, Part C, **District Safety Coordinator and Safety Team; Responsibilities**) District 504 Coordinator (see Board policy 6:120, *Education of Children with Disabilities*, and exhibit 6:120, AP1, E1 *Notice to Parents/Guardians Regarding Section 504 Rights*) Staff members [16] Parents/Guardians Students b. Chairs and convenes Committee[17] meetings. Manages virtual attendance by some or all Committee members when necessary. 3. Designates RLDs and/or BRLDs in grades pre-kindergarten through 12. 4. Approves the Plan and presents it to the Board for adoption. [18] 5. Implements the Plan. 6. Ensures that the Plan is provided to students and faculty, posted on the District's website where other policies, rules, and standards of conduct are posted, and listed in exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*. 7. Provides periodic reports to the Board about the Committee's progress and needs, along with any amendments to the Plan for the purposes of ensuring that it meets the needs of all students by adding information items to the Board's agendas as needed.

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[16] 105 ILCS 5/10-30(7) states that it does not increase or diminish any collective bargaining rights under existing law, and that aspects of the plan that impact the wages or other terms or conditions of employment will need to be bargained with the exclusive bargaining representative(s).

[17] This committee is optional. Establishing it is a best practice for aligning with governance principles and examining the many implementation issues specific to each individual school district. While smaller school districts, i.e., one-building districts, may be able to implement a Plan through one meeting, larger school districts will likely require the uniform coordination that this committee provides.

[18] See f/n 1, above.

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Actor	Action
Remote Learning Committee [19]	Designs a Plan for the Superintendent's approval and Board's adoption to implement remote instruction through the District in a manner that: [20] 1. Explores what may work best for the school community using any remote learning guidance issued by the Ill. State Board of Education (ISBE), at: www.isbe.net/Documents/Remote-Learning-Guidance-Chart.pdf~~www.isbe.net/Pages/covid19.aspx~~. 2. Potentially uses Remote Learning Planning Days consecutively or in separate increments to develop, review, or amend this Plan or provide professional development to staff about remote education; [21] If the District does not have an e-learning program, includes design in the Plan for implementation of remote instruction that also provides: 1. Accessibility of remote instruction to all students enrolled in the District; 2. Hybrid RLDs and BRLDs, as directed or allowed by the ISBE; 3. Activities for both RLDs and BRLDs that align with State learning standards and Board policies[22] 6:10, *Educational Philosophy and Objectives*, 6:15, *School Accountability*, 6:30, *Organization of Instruction*, 6:60, *Curriculum Content*, and 6:300, *Graduation Requirements*~~,~~ (if applicable); 4. Communication between students and teacher(s),[23] as necessary to align with the requirements of Board policy 7:340, *Student Records*; [24] 5. Methods to address the unique needs of students in special populations, including, but not limited to, students eligible for special education under 105 ILCS 5/14-1.01 et seq., students who are English learners as defined in 105 ILCS 5/14C-2, and students experiencing homelessness under the Education for Homeless Children Act (105 ILCS 45/), or vulnerable student populations;

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[19] As much of the work of developing a plan is administrative/staff work rather than governance work, best practice is for the remote learning committee to operate as an administrative committee. Consult the board attorney for guidance, and see also f/n 1 in sample policy 2:150, *Committees* for a discussion of Open Meetings Act implications of a remote learning committee being a board committee.

[20] 105 ILCS 5/10-30(4) and see f/n 1, above.

[21] While remote learning planning days do not need to be accounted for in the plan itself, the committee may want to address the fact that the district may use up to five RLDs and/or BRLDs may be counted as pupil attendance days for calculation of the length of a school term under 105 ILCS 5/10-19. 105 ILCS 5/10-30(3).

[22] 105 ILCS 5/10-30(8), amended by P.A. 104-391, does not excuse districts from completing all statutory and regulatory curricular mandates and offerings when RLD/BRLD are required. All statutory and regulatory curricular mandates and offerings may be administered through a district's RLD/BRLD plan(s), except that a district may not offer individual behind-the-wheel instruction 105 ILCS 5/27-815, renumbered by P.A. 104-391, ~~27-24.2~~ in its plan(s). Id.

While 105 ILCS 5/10-30(8), amended by P.A. 104-391, explicitly prohibits behind-the-wheel instruction for RLDs/BRLDs, during the COVID-19 pandemic, joint ISBE and Ill. Dept. of Public Health (IDPH) guidance focused on allowable in-person instruction activities, one of which included behind-the-wheel instruction.

[23] 105 ILCS 5/10-30(4)(iii).

[24] The second part of this sentence is not in 105 ILCS 5/10-30, but is still required by State and federal law.

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Actor	Action
	6. Guidance for how the District will take attendance and monitor and verify each student's remote participation; and 7. Resources for transitions from remote learning to in-person instruction when the State Superintendent declares that RLDs and/or BRLDs are no longer deemed necessary. Delivers the Plan to the Superintendent for approval[25] in a format that is easily posted on the District's website. Periodically reviews and amends the Plan, with the Superintendent as needed, to ensure it meets the needs of all students. 105 ILCS 5/10-30(5). Recommends to the Board, through the Superintendent, any policy changes for consideration. See Board policy 2:240, *Board Policy Development*. Reports reviews and amendments to the Plan to the Superintendent or designee.
All Staff [26]	Implements the Plan.

LEGAL REF.: 105 ILCS 5/10-30.

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[25] See f/n 1, above.

[26] See f/n 16, above.

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Instruction

Administrative Procedure - Dissection of Animals

Actor	Action	Time
Curriculum Director	Identifies: (1) which, if any, courses contain a dissection project, and (2) the available alternative projects. Reports this information to the Building Principal. "Dissection" includes cutting, killing, preserving, or mounting of living or dead animals or animal parts for scientific study; but~~it~~ does not include the cutting, preserving, or mounting of: (1) meat or other animal products that have been processed for use as food or in the preparation of food, or (2) wool, silk, glue, or other commercial or artistic products derived from animals. 105 ILCS 112/10. Students who object to performing, participating in, or observing a dissection must be excused from classroom attendance without penalty. 105 ILCS 112/25.	Throughout the curriculum development process
Building Principal	Ensures that course descriptions indicate which courses contain a dissection unit. For such courses, indicates that objecting students have the right to refrain, and the availability, if any, of an alternative. ISBE guidelines for notifying students, parents, administrators, and teachers are available at: www.isbe.net/Documents/alternatives_dissection_2000.pdf#search=dissection.	Annually when course offerings and descriptions are distributed to students
School Counselors[1] and Teachers	Remind~~s~~ objecting students to check the expectations and requirements of the post-secondary schools that they may be interested in attending. 105 ILCS 112/20(b).	Whenever a student may choose between dissection and an alternative program
Students	If dissection is objectionable, asks the teacher to be excused from the dissection project and requests an alternative project.	Within the first 10 days of the course, if possible

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[1] ~~105 ILCS 5/10-22.39, 5/10-27.1A, 5/18-8.15, 5/27-23.7, amended by P.A. 102-197.~~

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All Staff Members	Do not penalize or discriminate against a student in any way for refusing to perform, participate in, or observe dissection. 105 ILCS 112/25.	Continuously

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Instruction

Administrative Procedure - Checklist for Development, Implementation, and Maintenance of Parent and Family Engagement Compacts for Title I Programs [1]

The development, implementation, and maintenance of school-level parent~~/guardian~~ and family engagement compacts must be ~~accomplished with~~carried out through meaningful consultation with parents/guardians of children participating in Title I programs. The Superintendent must designate~~s~~ a person ~~to~~who will be responsible for the process of obtaining meaningful consultation. This checklist includes some measures designed to encourage meaningful consultation.

This is an annual checklist. *Check steps as completed*.

☐ Plan regular meetings throughout the school year with parents/guardians to discuss ~~the District and/or~~ school compacts; identify dates and convenient times, places, and persons whose attendance is desired. Offer meetings in the morning or evening, and, if funds are available under Title I for this purpose, provide transportation, childcare, or home visits, as such services relate to parent/guardian involvement.

☐ Plan an agenda for meetings to ~~be held to~~ discuss ~~District and/or~~ school-level parent and family engagement compacts.

- Always begin with "~~introducing~~ where we are now?" and end with "next steps."
- Agendas should provide for two-way communication between the District and parents/guardians of children participating in Title I programs.
- Agendas can be built around the federal compliance requirements as stated in ~~the IASB sample district and school level compacts~~exhibits 6:170-AP1, E1, *District-Level Parent and Family Engagement Plan,* and 6:170-AP1, E2, *School-Level Parent and Family Engagement Plan*.
- Agendas should also include a section to inform parents/guardians of their school's participation ~~under~~ in Title I and to explain Title I's requirements regarding parent/guardian involvement, including the right of ~~the~~ parents/guardians to be involved.
- Agendas should also include a section to describe and explain the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of challenging State academic standards.
- If requested by a parent/guardian, agendas should also include a section for parents/guardians to formulate suggestions and to participate, as appropriate, in decisions relating to their children's education.
- Agendas should also include a section to involve parents/guardians in the planning, review, and improvement of Title I programs, including the joint development of the School-Level Parent and Family Engagement Plan (School Plan)~~schoolwide program plan~~ under 20 U.S.C. §6314(b)(2).
- Another agenda topic is how funds are allotted for parent/guardian involvement in activities; parents/guardians of children receiving services must be involved in these decisions.

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[1] Elementary and Secondary Education Act, 20 U.S.C. §6318. This administrative procedure should be used along with 6:170-AP1, E1, *District-Level Parent and Family Engagement Plan~~Compact~~*, and 6:170-AP1, E2, *School-Level Parent and Family Engagement Plan~~Compact~~*, but only by those districts receiving Title I funds.

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☐ Notify interested persons of meeting dates to discuss ~~District and/or~~ school compacts, including:

- ☐ Parents/guardians of students~~[2]~~ participating in Title I programs
- ☐ Staff members
- ☐ Students participating in Title I programs
- ☐ School Board members
- ☐ Media
- ☐ Coordinators for other school programs, e.g., Head Start and preschool programs
- ☐ Other _____

☐ Publicize the meeting dates, times, and locations to discuss ~~District and/or~~ school-level parent and family engagement compacts.

☐ Make all Open Meetings Act notifications and postings for meetings to ~~be held to~~ discuss ~~District and/or~~ school-level parent and family engagement compacts. **Note:** it is wise to assume these meetings will be in open session if Board members are expected to attend or if the meetings are conducted by a Board-appointed committee.

☐ Appoint a recording secretary to keep meeting minutes.

☐ Provide copies of working drafts to parents/guardians in an understandable and uniform format and, to the extent practicable, in a language the parents/guardians can understand.

☐ Determine success indicators to measure the effectiveness of the school-level parent and family engagement compacts in improving ~~the~~students' academic achievement.

☐ Review the success indicators in order to evaluate the effectiveness of the school-level parent and family engagement compacts in improving ~~the~~students' academic achievement.

☐ Conduct an annual evaluation to ~~i~~identify: [2]

- ☐ Barriers to greater participation by parents/guardians, with particular attention to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background;
- ☐ The needs of parents/guardians and family members to assist with the learning of their children, including engaging with school personnel and teachers; and
- ☐ Strategies to support successful school and family interactions.

Use the findings of such an evaluation to design evidence-based strategies for more effective parent/guardian involvement.

☐ If the ~~schoolwide program plan~~School Plan under 20 U.S.C. §6314(b)(2) is not satisfactory to the parents/guardians of participating children, submit any parent~~s~~/guardian~~s~~ comments on the School ~~p~~Plan when the school makes ~~the plan~~it available to the Board.

☐ Provide status reports to the Board and, periodically, submit updated parent and family engagement ~~compacts~~plans to the Board.

☐ Revise the applicable parent and family engagement ~~compacts~~plans as necessary.

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[2] 20 U.S.C. §6318(a)(2)(D) and (E), as amended by the Every Student Succeeds Act. Pub. L. 114-95.

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Instruction

Exhibit - District-Level Parent and Family Engagement Plan~~Compact~~ [1]

This District-~~l~~Level Parent and Family Engagement Plan (District Plan)~~Compact~~ provides an understanding of the joint responsibility of the District and parents/guardians and family members to improve students' academic achievement and school performance. ***The District Plan must be customized to reflect the District's actual Title I parent and family engagement activities.*** ~~To that end,~~

~~t~~The District provides opportunities for parent/guardian and family engagement at the District level as follows:

1. The District involves parents/guardians and family members in the joint development of the District~~'s~~ ~~p~~Plan to help low-achieving children meet challenging achievement and academic standards (20 U.S.C. §6312), and the development of comprehensive and targeted support and improvement plans (20 U.S.C. §§6311(d)(1), (2)) by:
    - Establishing a District-level committee with parent/guardian liaisons from each building, as well as representatives from other relevant federal, State, and local programs (see **Title I Parent Advisory Committee** in administrative procedure 2:150-AP, *Superintendent Committees*).
    - Establishing meaningful, ongoing two-way communication between the District, staff, and parents/guardians.
    - Developing a District newsletter to communicate to parents/guardians about the plan and seek their input and participation.
    - Training personnel on how to collaborate effectively with families with diverse backgrounds that may impede parent/guardian participation, e.g., illiteracy or language difficulty.
2. The District provides the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools in planning and implementing effective parent/guardian and family involvement activities to improve student academic achievement and school performance by:
    - Providing ongoing District-level workshops to assist buildings in planning and implementing improvement strategies.
    - Establishing training programs for building liaisons to bring the communication and facilitation skills to the buildings they represent.
    - Providing information to parents/guardians about the various assessment tools and instruments that will be developed to monitor progress.
    - Seeking input from parents/guardians in developing workshops.
    - Providing ongoing communication about the District-wide committee through District newsletters or other written or electronically communicated means.

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[1] This exhibit should be used along with 6:170-AP1, E2, *School-Level Parent and Family Engagement Plan~~Compact~~*, but only by those districts receiving Title I funds. The numbered paragraphs correspond to requirements in the Elementary and Secondary Education Act, 20 U.S.C. §6318(a)(2)(A)-(F). The bulleted items are merely ideas, unless otherwise noted; each district must, with parents, develop its own process for accomplishing everything listed.

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- Engaging the building parent organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions.
- Utilizing parent organizations to assist in identifying effective communication strategies based on their members' needs.
- Providing a master calendar of District meetings to discuss pertinent topics.
- Allowing meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents/guardians and family members in education. [2]

3. The District coordinates and integrates parent/guardian and family engagement strategies under this District Plan ~~*Compact*~~, to the extent feasible and appropriate, with engagement strategies under other relevant federal, State and local programs by:
    - Involving District and program representatives to assist in identifying specific population needs.
    - Sharing data from other programs to assist in developing new initiatives to improve academic achievement and school improvement.

4. The District conducts, with the meaningful involvement of parents/guardians and family members, an annual evaluation of the content and effectiveness of ~~the parent/guardian and family engagement~~ Board policy 6:170, *Title I Programs*, in improving the academic quality of the schools served under Title I, including identifying: (a) barriers to greater participation by parents/guardians in activities authorized by 20 U.S.C. §6318 (with particular attention to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background); (b) the needs of parents/guardians and family members to assist with the learning of their children, including engaging with school personnel and teachers; and (c) strategies to support successful school and family interactions.

~~4.~~5. The District ~~then~~ uses the findings of ~~such~~annual evaluations to design evidence-based strategies for more effective parent/guardian involvement, and to revise, if necessary, Board policy 6:170, *Title I Programs*~~its District-level parents/guardians and family engagement policies~~. The District does these activities by:
    - Evaluating the effectiveness of the content and communication methods through a variety of means, including: focus groups, surveys, workshops, and informal coffees with District and building administrative staff, parents/guardians, and teachers.
    - Identifying barriers to effective evaluation by language support or other assistance as needed.
    - Identifying potential policy and District Plan ~~compact~~ changes to revise and improve program(s).

~~5.~~6. The District involves parents/guardians in the activities of the schools served under Title I by:
    - Providing communication and calendar information to parents/guardians of upcoming meetings, discussions, or events and encouraging their participation.
    - Providing Building Principal and parent organizations coordination of events.
    - Establishing a parent advisory committee comprised of a sufficient number and representative group of parents/guardians or family members to adequately represent the needs of the District's population for the purposes of developing, revising, and reviewing ~~the parent and family engagement~~ Board policy 6:170, *Title I Programs*. **Note:** 20 U.S.C. §6318(a)(2)(F) uses the phrase parent-advisory board but this exhibit uses the phrase

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The footnotes should be removed before the material is used.

[2] Optional. 20 U.S.C. §6318(a)(2)(B).

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parent advisory committee to align with 2:150-AP, *Superintendent Committees*, which contains a subhead entitled **Title I Parent Advisory Committee**. [3]

Building Capacity for Involvement [4]

To ensure effective involvement of parents/guardians and to support a partnership among the schools involved, the District shall:

- Provide assistance to parents/guardians in understanding the challenging State academic standards, State and local academic assessments, and how to monitor their child's progress and work with educators to improve the achievement of their children.
- Provide materials and training, such as literacy and technology (including education about the harms of copyright piracy), to help parents/guardians work with their children to improve their children's achievement.
- With the assistance of parents/guardians, educate teachers, instructional support personnel, principals, other school leaders, and other staff in: a) the value and utility of contributions of parents/guardians; and b) how to effectively communicate and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the school.
- To the extent feasible and appropriate, coordinate and integrate parent/guardian involvement programs and activities with other federal, State, and local programs, including public preschool programs, and conduct other activities, such as parent/guardian resource centers, that encourage and support parents/guardians in more fully participating in their children's education.
- Ensure that information is sent to the parents/guardians of participating children in a format and, to the extent practicable, in a language that parents/guardians can understand.
- Provide such other reasonable support for parental involvement activities under this section as parents/guardians may request.

In addition, the District may: [5]

- Involve parents/guardians in the development of training for teachers, Building Principals, and other educators to improve the effectiveness of such training.
- Provide necessary literacy training from funds provided by the relevant provision in Title I if the District has exhausted all other reasonably available sources of funding for such training.
- Pay reasonable and necessary expenses associated with local parental involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions.
- Train parents/guardians to encourage and enhance the involvement of other parents/guardians.
- Arrange school meetings at a variety of times, or conduct in-home conferences involving teachers and other educators, in order to maximize parental involvement and participation.
- Adopt and implement model approaches to improving parental involvement.

Commented [MB1]: Note to Subscribers: The **Building Capacity for Involvement** and **Accessibility** subheadings have been moved here (from 6:170-AP1, E2, *School-Level Parent and Family Engagement Plan*) because they apply to the district and each of its schools.

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The footnotes should be removed before the material is used.

[3] Optional. 20 U.S.C. §6318(a)(2)(F).

[4] 20 U.S.C. §6318(e). Each bulleted item corresponds to a *shall* or *may* provision contained in §6318(e)(1)-(14).

[5] Optional. 20 U.S.C. §6318(e)(12).

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- Establish a District-wide parent advisory committee to provide advice on all matters related to parental involvement in supported programs. **Note:** 20 U.S.C. §6318(e)(12) uses the phrase *parent advisory council* but this exhibit uses the phrase *parent advisory committee* to align with 2:150-AP, *Superintendent Committees*, which contains a subhead entitled **Title I Parent Advisory Committee**.
- Develop appropriate roles for community-based organizations and businesses in parent/guardian involvement activities.

Accessibility [6]

In carrying out the parental involvement requirements of this compact, the District, to the extent practicable, will provide opportunities for the informed participation of parents/guardians and family members (including those with limited English proficiency, with disabilities, and with migratory children), including providing information and school reports in a format and, to the extent practicable, in a language such parents/guardians understand.

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[6] 20 U.S.C. §6318(f).

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Instruction

Exhibit - School-Level Parent and Family Engagement Plan~~Compact~~

This ~~s~~School-~~l~~Level ~~p~~Parent and ~~f~~Family ~~e~~Engagement ~~compact~~Plan (School Plan) provides an understanding of the joint responsibility of the ~~District~~ school and parents/guardians for improving student~~s~~' academic achievement and school performance. The school is also responsible for implementing the Building Capacity for Involvement and Accessibility subheadings of exhibit 6:170-AP1, E1, District-Level Parent and Family Engagement Plan. ***The School Plan must be customized to reflect the school's actual Title I parent and family engagement activities.***

The ~~District~~ school provides opportunities for parent/guardian and family engagement~~involvement~~ at the school level by:

Parent/Guardian Involvement [1]

1. Convening an annual meeting, at a convenient time, to which all parents/guardians of participating children are invited and encouraged to attend, to inform parents/guardians of their school's participation under Title I and to explain the requirements of Title I, and the right of the parents/guardians to be involved. The Building Principal or designee shall:
   - Invite all parents/guardians of participating children to the annual meeting at school.
   - Explain the rights of parents/guardians to be involved in establishing this School Plan~~compact~~.
   - Introduce and involve the building representatives on the District-level committee.
   - Provide an overview of Title I and give parents/guardians an opportunity to express questions and concerns.
   - Indicate the mechanisms by which the committee work will be communicated.
   - Seek the involvement and input of parents/guardians.
   - Provide child care so that all parents/guardians who would otherwise be unable to attend may attend.
2. Offering a flexible number of meetings, such as meetings in the morning or evening, and may provide, with funds provided by the relevant provision in Title I, transportation, child care, or home visits, as such services relate to parental involvement. The Building Principal or designee shall:
   - Provide parents/guardians with opportunities to ask questions and dialogue informally about student academic achievement and school performance.
   - Engage building-based parent organizations to assist with communication and implementation needs.
   - Develop and use outreach programs to involve community groups and organizations.
3. Involving parents/guardians in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under Title I, including the planning, review, and improvement of ~~the school parent and family engagement~~ Board policy 6:170, *Title I Programs*, and the joint development of ~~the school-wide program plan~~this School Plan (under 20 U.S.C. §6314(b)(2),

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[1] The numbered paragraphs correspond to mandatory requirements in the Elementary and Secondary Education Act ~~(ESEA)~~, 20 U.S.C. §6318(c). Bulleted items are ideas that each district must, with parents/guardians and family, develop through its own process for accomplishing the respective numbered paragraph. Districts receiving Title I funds should use this exhibit with 6:170-AP1, E1, *District-Level Parent and Family Engagement Plan~~Compact~~*.

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except that if a school has in place a process for involving parents/guardians in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents/guardians of participating children. The Building Principal or designee shall:

- Identify and establish a process by which an adequate representation of parents/guardians of participating children can occur.
- Establish a schedule for the building-based committee to plan, review, and recommend improvements to ~~the District parent involvement~~ Board policy 6:170, *Title I Programs*.

4. The Building Principal or designee shall:
   - Provide parents/guardians of participating children timely information about programs.
   - Communicate updates through use of school newsletters, the District website, email and telephone contact, and home visits if needed.
5. The Building Principal or designee ~~will~~shall provide to parents/guardians a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of challenging State academic standards.
6. The Building Principal or designee shall:
   - Provide parents/guardians, upon request, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any suggestions as soon as practicably possible.
   - Develop a feedback loop for parents/guardians to ask questions and receive follow-up.
7. If ~~the school-wide plan~~this School Plan under 20 U.S.C. §6314(b) is not satisfactory to the parents/guardians of participating children, the Building Principal or designee shall:
   - Submit any parent/guardian comments on the School Plan~~plan~~ when the school makes ~~the plan~~it available to the School Board.
   - Provide a process for parents/guardians to express concerns and complaints.

Shared Responsibilities for High Student Academic Achievement [2]

1. The School is responsible for providing a high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I to meet the State's challenging academic standards. Each parent/guardian is responsible for supporting their children's learning by:
   - Volunteering in their child's classroom.
   - Participating, as appropriate, in decisions relating to their children's education and positive use of extracurricular time.
2. Communication between teachers and parents/guardians occurs on an ongoing basis through:
   - Parent-teacher conferences in elementary schools, at least annually, during which the School Plan~~compact~~ shall be discussed as ~~the compact~~it relates to the individual child's achievements.
   - Frequent reports to parents/guardians on their child's progress.
   - Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities.
   - Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand.

The footnotes should be removed before the material is used.

[2] The numbered paragraphs correspond to mandatory requirements in ~~ESEA,~~ 20 U.S.C. §6318(d). Bulleted items are ideas that each district must, with parents/guardians and family members, develop through its own process for accomplishing the respective numbered paragraph. Districts receiving Title I funds should use this exhibit with 6:170-AP1, E1, *District-Level Parent and Family Engagement Plan~~Compact~~*.

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Building Capacity for Involvement [3]

See exhibit 6:170-AP1, E1, *District-Level Parent and Family Engagement Plan.* ~~*To ensure effective involvement of parents/guardians and to support a partnership among the school's involved, each school shall:*~~

~~*Provide assistance to parents/guardians in understanding the challenging State academic standards, State and local academic assessments, and how to monitor a child's progress and work with educators to improve the achievement of their children.*~~

~~*Provide materials and training, such as, literacy and technology (including education about the harms of copyright piracy), to help parents/guardians work with their children to improve their children's achievement.*~~

~~*Educate teachers, instructional support personnel, principals, other school leaders, and other staff, with the assistance of parents/guardians, in: a) the value and utility of contributions of parents/guardians; and b) how to effectively communicate and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the school.*~~

~~*To the extent feasible and appropriate, coordinate and integrate parent/guardian involvement programs and activities with other federal, State and local programs, including public preschool programs, and conduct other activities, such as parent/guardian resource centers, that encourage and support parents/guardians in more fully participating in their children's education.*~~

~~*Ensure that information is sent to the parents/guardians of participating children in a format and, to the extent practicable, in a language that parents/guardians can understand.*~~

~~*Provide such other reasonable support for parental involvement activities under this section as parents/guardians may request.*~~

~~*In addition, each school may:*~~

~~*Involve parents/guardians in the development of training for teachers, Building Principals, and other educators to improve the effectiveness of such training.*~~

~~*Provide necessary literacy training from funds provided by the relevant provision in Title I if the District has exhausted all other reasonably available sources of funding for such training.*~~

~~*Pay reasonable and necessary expenses associated with local parental involvement activities, including transportation and child care costs to enable parents/guardians to participate in school related meetings and training sessions.*~~

~~*Train parents/guardians to encourage and enhance the involvement of other parents/guardians.*~~

~~*Arrange school meetings at a variety of times, or conduct in-home conferences between teachers and other educators, in order to maximize parental involvement and participation.*~~

~~*Adopt and implement model approaches to improving parental involvement.*~~

~~*Establish a District-wide parent advisory committee to provide advice on all matters related to parental involvement in supported programs. Note: 20 U.S.C. §6318(e)(12) uses the phrase parent advisory*~~

Commented [MB1]: Note to Subscribers: The contents of the **Building Capacity for Involvement** and **Accessibility** subheadings have been moved to 6:170-AP1, E1, *District-Level Parent and Family Engagement Plan*, because they apply to the district and each of its schools.

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The footnotes should be removed before the material is used.

[3] ~~ESEA,~~ 20 U.S.C. §6318(e). ~~Each bulleted item corresponds to a *shall* or *may* provision contained in §6318(e)(1)-(14).~~

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~~*council but this exhibit uses the phrase parent advisory committee to align with 2:150-AP, Superintendent Committees, which contains a subhead entitled Title I Parent Advisory Committee.*~~ [4]

~~*Develop appropriate roles for community based organizations and businesses in parent/guardian involvement activities.*~~

Accessibility [5]

See exhibit 6:170-AP1, E1, *District-Level Parent and Family Engagement Plan.* ~~In carrying out the parental involvement requirements of this compact, the school, to the extent practicable, will provide opportunities for the informed participation of parents/guardians and family members (including those with limited English proficiency, with disabilities, and migratory children), including providing information and school reports in a format and, to the extent practicable, in a language such parents/guardians understand.~~

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[4] ~~Optional. 20 U.S.C. §6318(e)(12).~~

[5] ~~ESEA.~~ 20 U.S.C. §6318(f).

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Instruction

Administrative Procedure - Notice to Parents Required by Elementary and Secondary Education, McKinney-Vento Homeless Assistance, and Protection of Pupil Rights Laws

The Elementary and Secondary Education Act (ESEA), McKinney-Vento Homeless Assistance Act (McKinney-Vento), and Protection of Pupil Rights Amendment (PPRA) mandate that schools receiving federal funds provide parents/guardians with information and notices in an understandable and uniform format and, to the extent practicable, in a language that the parents can understand. This procedure contains the key notifications that districts and schools must provide to ~~the~~ their students' parents/guardians ~~of students~~. ~~The legal references are provided at the end of the procedure.~~ The only notices applying to districts that do not receive Title I funds are those regarding student privacy. In addition, see:

- ISBE's *Frequently Asked Questions regarding the Every Student Succeeds Act (ESSA)*, published 8-12-16, at: www.isbe.net/Documents/ESSA-faq.pdf.
- U.S. Department of Education's *Frequently Asked Questions regarding Transitioning to the Every Student Succeeds Act (ESSA)*, updated 1-18-17, at: https://oese.ed.gov/files/2020/02/essatransitionfaqs11817.pdf.

1. Improving Basic Programs Operated by Local Educational Agencies

   The following information must be provided to parents/guardians in an understandable and uniform format and, to the extent practicable, in a language the parents/guardians can understand. [1]

   a. **Annual report cards**. Districts must disseminate an annual report card that includes information on the District as a whole and each school served by the District, with aggregate and disaggregated information for each required subgroup of students including: (a) student achievement on academic assessments (designated by category), (b) graduation rates, district performance, teacher qualifications, and (c) other information required by 20 U.S.C. §6311(h)(2)(C). See 6:170-AP2, E1, *District Annual Report Card Required by Every Student Succeeds Act (ESSA)*.
   The District's annual report card shall be: (a) concise, (b) presented in an understandable and uniform format, and to the extent practicable, in a language that parents/guardians can understand, and (c) accessible to the public, which includes placing it on the District's website or, if the District does not operate a website, providing it in another manner determined by the District. [2]

   b. **Teacher and paraprofessional qualifications**. At the beginning of each school year, a school district that receives funds under this part shall notify the parents/guardians of each student attending any school receiving funds under this part that the parents/guardians may request,

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[1] ~~Required by~~ 20 U.S.C. §6312(e)(4); 20 U.S.C. §6311(h)(2)(B)(ii).

[2] ~~Required by~~ 20 U.S.C. §6311(h)(2)(B)(i), (iii).

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and the ~~d~~District will provide the parents/guardians on request in a timely manner, information regarding the professional qualifications of the student's classroom teachers, including, at a minimum, whether:

i. The teacher has met the State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
ii. The teacher is teaching under emergency or other provisional status.
iii. The teacher is teaching in the field of discipline of the certification of the teacher. [3]
iv. Paraprofessionals provide services to the student and, if so, their qualifications.

c. **Student achievement**. Districts must provide ~~to~~ parents/guardians with information on the level of academic achievement and growth of their ~~parent's~~ child in each of the State academic assessments. [4]

d. **Non-certificated/licensed teachers**. The District~~s~~ must provide parents/guardians timely notice that their ~~parent's~~ child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable State certification or licensure requirements at the grade level and subject area in which the teacher has been assigned.

e. **Testing transparency**.[5] At the beginning of each school year, a school that receives funds under this part shall notify the parents/guardians of each student attending any school receiving funds under this part that the parents/guardians may request, and the ~~d~~District will provide ~~the parents~~to them on request in a timely manner, information regarding any State or District agency policy regarding student participation in any assessments mandated by 20 U.S.C. §6311(b)(2) and by the State or District, which shall include a policy, procedure, or parental right to opt the child out of such assessment, where applicable.
In addition, the District shall make widely available through public means (including by posting in a clear and easily accessible manner on the District's website and, where practicable, on each school's website), information on each assessment required by the State to comply with 20 U.S.C. §6311, other assessments required by the State, and (where available and feasible to report) assessments required districtwide, including:

i. The subject matter assessed;
ii. The purpose for which the assessment is designed and used;
iii. The source of the requirement for the assessment; and
iv. Where such information is available:
1. The amount of time students will spend taking the assessment, and the schedule for the assessment; and
2. The time and format for disseminating results.

2. English Learners

a. **Language instruction educational programs**.[6] The District~~s~~ must inform a parent/guardian of an English learner identified for participation, or participating in, such a program of:

i. The reasons for their child being identified as an English learner;
ii. Their child's level of English proficiency, how such level was assessed, and the status of the child's academic achievement;
iii. The instructional methods used in their child's program and the instructional methods used in other available programs;

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[3] ~~Required by~~ 20 U.S.C. §6312(e)(1)~~, as amended by ESSA~~.

[4] ~~Required by~~ 20 U.S.C. §6312(e)(1)(B)(i)~~, as amended by ESSA~~.

[5] ~~Required by~~ 20 U.S.C. §6312(e)(2)~~, as amended by ESSA~~.

[6] ~~Required by~~ 20 U.S.C. §6312(e)(3)(A)(i)-(viii)~~, as amended by ESSA~~.

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iv. How their child's program will meet their child's educational strengths and needs
v. How the program will help their child to learn English and meet age-appropriate academic achievement standards for grade promotion and graduation;
vi. Exit requirements for the program, including the expected rate of transition from such program into classrooms not tailored for English learners and the expected rate of high school graduation;
vii. In the case of a child with a disability, how the program meets the objectives of their child's individualized education program; and
viii. Information regarding parental rights that includes written guidance:
1. Detailing parents'/guardians' right to immediately remove their child from the program upon their request;
2. Detailing parents'/guardians' options to decline enrollment in the program or to choose another program or instructional method, if available; and
3. Assisting parents/guardians in selecting among various programs and instruction methods, if more than one program/method is offered.

Parents/guardians shall be provided this information no later than 30 days after the beginning of the school year or, for students identified as English learners during the school year, within the first two weeks of the child's placement in a language instruction educational program. [7]

b. **Outreach**.[8] ~~Each d~~The District shall implement an effective means of outreach to parents/guardians of English learners to inform the parents/guardians regarding how they can be involved in their children's education, and be active participants in assisting their children to attain English proficiency, achieve at high levels within a well-rounded education, and meet challenging State academic standards expected of all students. In addition, the outreach shall include holding, and sending notice of opportunities for, regular meetings for formulating and responding to parent/guardian recommendations.

3. Parent and Family Engagement

a. **Parent and family engagement policies**.[9] Parents/guardians and family members shall be notified of the parent and family engagement Board policy, 6:170, *Title I Programs*, in an understandable and uniform format and, to the extent practicable, notice will be provided in a language ~~the~~ parents/guardians can understand. ~~Such~~ The policy shall be made available to the local community and updated periodically to meet the changing needs of parents/guardians and the school.

b. **Meeting and information**. Each school shall:
i. Convene an annual meeting, at a convenient time, to which all parents/guardians of participating children shall be invited and encouraged to attend, to inform parents/guardians of their school's participation, and to explain the requirements of this part, and the right of the parents to be involved;
ii. Offer a flexible number of meetings;
iii. Involve parents/guardians, in an organized, ongoing, and timely way, in the planning, review, and improvement of programs including the planning, review, and improvements

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[7] ~~Required by~~ 20 U.S.C. §6312(e)(3)(A), (B).

[8] ~~Required by~~ 20 U.S.C. §6312(e)(3)(C)~~, as amended by ESSA~~.

[9] ~~Required by~~ 20 U.S.C. §6318(b)(1)~~, as amended by ESSA~~.

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of the school parent and family engagement policy and the joint development of the schoolwide program plan under 20 U.S.C. §6314(b); [10]

iv. Provide parents/guardians of participating children:
- Timely information about programs under this part;
- A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards;[11] and
- If requested by parents/guardians, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible.

v. If the schoolwide program plan under 20 U.S.C. §6314(b) is not satisfactory to the parents/guardians of participating children, submit any parent/guardian comments on the plan when the school makes the plan available to the Board. [12]

4. Education of Homeless Children and Youths

a. **Notice of rights**.[13] The ~~d~~District shall provide written notice, at the time any homeless child or youth seeks enrollment in such school, and at least twice annually while the child or youth is enrolled in such school, to the parent/guardian of the child or youth (or, in the case of an unaccompanied youth, the youth) that:

i. Shall be signed by the parent/guardian (or, in the case of an unaccompanied youth, the youth);

ii. Sets the general rights provided under this subtitle;

iii. Specifically states:
- The choice of schools that homeless children and youths are eligible to attend,
- That no homeless child or youth is required to attend a separate school for homeless children or youths,
- That homeless children and youths shall be provided comparable services, including transportation services, educational services, and meals through school meals programs;
- That homeless children and youths should not be stigmatized by school personnel; and
- Includes contact information for the local liaison for homeless children and youths.

b. **Assistance to unaccompanied youth**.[14] In the case of an unaccompanied homeless youth, the ~~d~~District shall ensure that the homeless liaison assists in placement or enrollment decisions under this subparagraph, considers the views of such unaccompanied youth, and provides notice to such youth of the right to appeal.

c. **Public notice of rights**.[15] ~~Each d~~The District shall ensure that public notice of the educational rights of homeless children and youths is disseminated where such children and youths receive services under this Act, such as schools, family shelters, and soup kitchens.

5. Student Privacy

The footnotes should be removed before the material is used.

[10] ~~Required by~~ 20 U.S.C. §6318(c)(3)~~, as amended by ESSA~~.

[11] ~~Required by~~ 20 U.S.C. §6318(c)(4)(B)~~, as amended by ESSA~~.

[12] ~~Required by~~ 20 U.S.C. §6318(c)(5)~~, as amended by ESSA~~.

[13] 42 U.S.C. §11432(e)(3)(C).

[14] 42 U.S.C. §11432(g)(3)(B)(iv).

[15] 42 U.S.C. §11432(g)(6)(A)(vi).

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a. **Notice of privacy policy**.[16] The student privacy policies developed by ~~a d~~the District shall provide for reasonable notice of the adoption or continued use of such policies directly to the parents/guardians of students enrolled in its schools ~~served by that district~~. At a minimum, the ~~d~~District shall:
   i. Provide such notice at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in such policies; and
   ii. Offer an opportunity for the parent/guardian to opt the student out of the activity.

b. **Notification of specific events**.[17] ~~Each d~~The District shall directly notify parents/guardians, at least annually at the beginning of the school year, of the specific or approximate dates when activities described in 20 U.S.C. §1232h(c)(2)(C) are scheduled.

c. **Notice of existing policy**.[18] ~~All d~~The Districts shall provide reasonable notice of such existing policies to parents/ ~~and~~ guardians of students, e.g., "The School Board has adopted and continues to use policies regarding student privacy, parental access to information, and administration of certain physical examinations to minors. Copies of those policies are available on request."

~~LEGAL REF.: I. 1. Elementary and Secondary Education Act (ESEA), 20 U.S.C. §6311(h)(2).~~
~~2. ESEA, 20 U.S.C. §6312(e)(1)(A).~~
~~3. ESEA, 20 U.S.C. §6312(e)(1)(B)(i).~~
~~4. ESEA, 20 U.S.C. §6312(e)(1)(B)(ii).~~
~~5. ESEA, 20 U.S.C. §6312(e)(2).~~
~~II. 1. ESEA, 20 U.S.C. §6312(e)(3)(A), (B).~~
~~2. ESEA, 20 U.S.C §6312(e)(3)(C).~~
~~III. 1. ESEA, 20 U.S.C. §6318(b).~~
~~2. ESEA, 20 U.S.C. §6318(e).~~
~~IV. 1. McKinney Vento Homeless Assistance Act (McKinney Vento), 42 U.S.C. §11432(e)(3)(C).~~
~~2. McKinney Vento, 42 U.S.C. §11432(g)(3)(B)(iii).~~
~~3. McKinney Vento, 42 U.S.C. §11432(g)(6)(A)(vi).~~
~~V. 1. Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h(c)(2)(A).~~
~~2. PPRA, 20 U.S.C. §1232h(c)(2)(B).~~
~~3. PPRA, 20 U.S.C. §1232h(c)(3).~~

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[16] 20 U.S.C. §1232h(c)(2)(A).
[17] 20 U.S.C. §1232h(c)(2)(B).
[18] 20 U.S.C. §1232h(c)(3).

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Instruction

Exhibit - Student Authorization for Access to the District's Electronic Networks

This form accompanies ~~A~~administrative ~~P~~procedure 6:235-AP1, Acceptable Use of the District's Electronic Networks. It must be signed when students will have unsupervised Internet access or when supervision will be minimal. Please submit this form to the Building Principal.

Dear Parents/Guardians:

Our ~~School~~ District has the ability to enhance your child's education through the use of its electronic networks, including the Internet. Our goal in providing this service is to promote educational excellence by facilitating resource sharing, innovation, and communication. Students and their parents/guardians need only sign this *Authorization for Access to the District's Electronic Networks* (Authorization) once while the student is enrolled in the ~~School~~ District.

The District *filters* access to materials that may be defamatory, inaccurate, offensive, or otherwise inappropriate in the school setting. If a filter has been disabled or malfunctions it is impossible to control all material and a user may discover inappropriate material. Ultimately, parents/guardians are responsible for setting and conveying the standards that their child should follow, and the ~~School~~ District respects each family's right to decide whether or not to authorize Internet access.

With this educational opportunity also comes responsibility. The use of inappropriate material or language, or violation of copyright laws, may result in the loss of the privilege to use this resource. Remember that you are legally responsible for your child's actions. If you agree to allow your child to have a network account, sign the *Authorization* ~~form~~ below and return it to your school.

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Authorization for Access to the District's Electronic Networks Form

~~**Students must have a**~~**A parent/guardian must read and agree to the following before ~~being~~ their child is granted unsupervised access:**

All use of the electronic networks shall be consistent with the District's goal of promoting educational excellence by facilitating resource sharing, innovation, and communication. **The failure of any user to follow the terms of the *Acceptable Use of the District's Electronic Networks* will result in the loss of privileges, disciplinary action, and/or appropriate legal action**. The signatures at the end of this document are legally binding and indicate the parties who signed have read the terms and conditions carefully and understand their significance.

I have read this *Authorization* form. I understand that access is designed for educational purposes and that the District has taken precautions to eliminate controversial material. However, I also recognize it is impossible for the District to restrict access to all controversial and inappropriate materials. I will hold harmless the District, its employees, agents, or Board members, for any harm caused by materials or software obtained via the network. I accept full responsibility for supervision if and when my child's use is not in a school setting. I have discussed the *Acceptable Use of the District's Electronic Networks* with my child. I hereby request that my child be allowed access to the District's electronic networks, including the Internet.

_____

Parent/Guardian Name (*please print*)

_____ _____

Parent/Guardian Signature Date

Students must also read and agree to the following before being granted unsupervised access:

I understand and will abide by the *Acceptable Use of the District's Electronic Networks*. I understand that the District and/or its agents may access and monitor my use of the District's electronic networks, including the Internet, my email, and downloaded material, without prior notice to me. I further understand that, should I commit any violation, my access privileges may be revoked, and school disciplinary action and/or legal action may be taken. In consideration for using the District's electronic network connection and having access to public networks, I hereby release the ~~School~~ District and its Board members, employees, and agents from any claims and damages arising from my use of, or inability to use, the District's electronic networks, including the Internet.

_____

Student Name (*please print*)

_____ _____

Student Signature Date

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Instruction

Exhibit - Staff Authorization for Access to the District's Electronic Networks

This form accompanies ~~A~~administrative ~~P~~procedure 6:235-AP1, Acceptable Use of the District's Electronic Networks. Each staff member must sign this Authorization as a condition for using the District's Electronic Networks. Please submit this form to the Building Principal.

All use of the electronic networks shall be consistent with the District's goal of promoting educational excellence by facilitating resource sharing, innovation, and communication. ~~A~~administrative ~~P~~procedure 6:235-AP1, *Acceptable Use of the District's Electronic Networks*, does not attempt to state all required or prohibited behavior by users. However, some specific examples are provided. **The failure of any user to follow the terms of *Acceptable Use of the District's Electronic Networks*, will result in the loss of privileges, disciplinary action, and/or legal action.** The signature at the end of this document is legally binding and indicates that the individual has read the terms and conditions carefully and understands their significance.

Staff members need only sign this *Authorization for Access to the District's Electronic Networks* once while employed by the ~~School~~ District.

I understand and will abide by the *Acceptable Use of the District's Electronic Networks*. I understand that the District and/or its agents may access and monitor my use of the District's electronic networks, including the Internet, my email, and downloaded material, without prior notice to me. I further understand that, should I commit any violation, my access privileges may be revoked, and disciplinary action and/or legal action may be taken. In consideration for using the District's electronic network connection and having access to public networks, I hereby release the ~~School~~ District and its School Board members, employees, and agents from any claims and damages arising from my use of, or inability to use, the District's electronic networks, including the Internet.

Formatted: IASB Italic

User Name (*please print*)

User Signature Date

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Instruction

Administrative Procedure - Web Publishing Guidelines

General Requirements

All material published on the District's website must have educational value and/or support the District guidelines, goals, and policies. Material appropriate for web publishing includes information about the District and its School Board members, agendas, policies, appropriate administrative procedures, Department activities or services, schools, teachers or classes, student projects, and student extracurricular organizations.[1] Personal information~~,~~ not related to education~~,~~ will not be allowed on the District's website.

The District ~~webmaster~~ website administrator shall implement a centralized process for review and uploading of material onto the District's website to ensure that, before material is published, it complies with Board~~District~~ policy and procedures.[2] The District website administrator~~webmaster~~ shall supervise the efforts of all staff members responsible for web publishing at each level of District web publishing and, when appropriate, hold in-service opportunities for those staff members. The staff members responsible for web publishing are identified in these procedures in the section **Different Levels of Web Publication**. The District website administrator~~webmaster~~ shall provide regular feedback and suggestions to the Superintendent regarding these Guidelines.

All content published on the District's website must:

1. Comply with all State and federal law concerning copyright, intellectual property rights, accessibility,[3] and legal uses of network computers.
2. Comply with Board policies, administrative procedures, these Guidelines, and other District guidelines provided for specific levels of publishing. This specifically includes the Board's *Access to Electronic Networks* policy and the District's procedures on *Acceptable Use of the District's Electronic Networks*. [4]
3. Due to limited storage space and varying network speeds, file sizes may be limited by the District website administrator~~webmaster~~.
4. Comply with the publishing expectations listed below.

Material that fails to meet these Guidelines or is in violation of Board policy and/or procedures shall not be published on the District's website. The District reserves the right to remove any material in

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[1] IASB Policy Services provides web publishing services for board policy manuals. For information about these services and to see sample policy manuals online, visit www.iasb.com/policy. See sample exhibit 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*, for a listing of items that are required by law to appear on a district's website.

[2] A centralized process for review and uploading of material on district web pages will assist compliance with law and board~~district~~ policy and administrative procedures in a consistent fashion across the district. If appropriate, replace "District website administrator~~webmaster~~" with correct title (e.g., District Network System Administrator).

[3] See sample policy 2:260, *Uniform Grievance Procedure*, at f/n 4 for discussion of website accessibility standards under State and federal law.

[4] See sample policy 6:235, *Access to Electronic Networks*, and sample administrative procedure 6:235-AP1, *Acceptable Use of the District's Electronic Networks*.

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violation of its policy or procedures. Failure to follow these Guidelines or Board policy and/or procedures may result in loss of privileges, disciplinary action, and/or appropriate legal action.

Publishing Expectations

The following are minimum expectations for all District web pages:

1. The style and presentation of web published material should be of high quality and designed for clarity and readability. Material shall not be published in violation of the District's procedures on *Acceptable Use of the District's Electronic Networks*, including material that is abusive, obscene, profane, sexual threatening, harassing, knowingly false or invades the privacy of any individual. Anonymous messages are prohibited.
2. Correct grammar and spelling are expected.
3. All information must be verifiable.
4. Publications must include a statement of copyright when appropriate and indicate that permission has been secured when including copyrighted materials.
5. Publications must identify affiliation with the District, school, and/or department.
6. Widespread use of external links to non-District websites is discouraged, but if used, the external sites must contain appropriate educational materials and information as exclusively determined by the District.[5] Every effort should be made to ensure that all links are operational. Every link to an external website must open a new browser window. [6]
7. Relevant dates are required on all publications, including the date on which the publication was placed on the District's website. Each site should contain the date the page was last updated.
8. All publications must include the District email address of the staff member responsible for the page. This provides a contact person for questions or comments. If a student is the publisher, the sponsoring staff member's email must be included as the responsible person. Only District staff members may act as student sponsors.
9. Use of the District's website for personal or financial gain is prohibited. No commercial or private accounts should be listed on any District web pages.
10. All documents should be previewed on different web browsers, especially Google Chrome, Mozilla Firefox, or Microsoft Edge, before being posted on the District's website.

For more information about these expectations or other issues related to web publishing, please contact the System Administrator.

Protecting Student and Staff Privacy

Personal information concerning students or staff members, including home addresses and telephone numbers, shall not be published on District web pages.

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[5] External links have two problems: (1) schools cannot control the content of those sites but may be held responsible for directing visitors, including students, to them, and (2) widespread use may inadvertently create a public forum or raise First Amendment concerns if and when objectionable links are rejected for publication. However, with vigilant supervision and appropriate controls, these risks can be reduced. The district may replace this sentence with the following:

External links to non-District websites are limited to sites containing appropriate educational materials and information as exclusively determined by the District.

[6] The external website link must be programmed to open a new browser window. If the district believes it is too limiting to require every link to an external website to open a new browser window, remove the requirement from this procedure as well as exhibit 6:235-E3, *Online Privacy Statement.*

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A student's last name, last name initial, and grade-level shall not be published on District web pages. In addition, student records shall not be disclosed.[7] In special circumstances (e.g., where accolades are warranted), the sponsoring staff member should contact the Building Principal who may seek permission from the student's parents/guardians. Web pages shall not display student pictures with a student identified by his or her name unless written parental permission was first granted (e.g., by executing the form *Using a Photograph or Videotape of a Student*).[8] Student email addresses, whether a personal or District account, shall not be listed on any District web page.

Submitting Material to Be Published

Everyone submitting material for publication on the District's website shall have signed an *Authorization for Access to the District's Electronic Networks*. Before material is published on the District's website, the author must authorize the District in writing to publish the material, unless the District owns the copyright. All material submitted by a teacher or other staff member for publication on the District's website is deemed "work for hire," and the copyright in those works vests in the District.[9] All material submitted for the District's website is subject to treatment as a District-sponsored publication.

Different Levels of Web Publication

The following guidelines provide specific information regarding web publishing at different levels within the District. At each level, a staff member is identified as being responsible for web publishing at that level. This individual's web publishing efforts are supervised by the District website administrator~~webmaster~~.

District-Level

The District website administrator~~webmaster~~ conducts the District-level web publishing efforts and supervises other levels of web publishing. District-level publishing includes the District's homepage as well as any publishing activities representing the District as a whole, e.g., information about Board meetings, Board policy, and schedules. The District homepage shall have a link to an Online Privacy Statement. [10]

Department-Level

District departments (e.g., Transportation, Personnel, or Curriculum) may publish their own web pages as part of the District's website. The department supervisor or director is ultimately responsible for his or her respective department's web pages, but may appoint a staff member as the department's website administrator~~webmaster~~ to fulfill the maintenance, reviewing, and uploading tasks. The department supervisor or director shall keep the District website administrator ~~webmaster~~ informed of who is the department website administrator~~webmaster~~.

The web-published material should coincide with that department's printed material. The District website administrator~~webmaster~~ should be consulted before publishing potentially sensitive material, e.g., school comparisons or student data.

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[7] The requirements of the Family Educational Rights and Privacy Act as well as the Ill. School Student Records Act severely limit website publication of student information. Even obtaining parental consent is problematic because, under 105 ILCS 10/6(a)(8), the consent must identify the recipients of the student records, which is impossible with web publishing.

[8] See sample exhibit 7:340-AP1, E2, *Using a Photograph or Videotape of a Student.*

[9] See sample administrative procedure 5:170-AP1, *Copyright Compliance.*

[10] See sample exhibit 6:235-E3, *Online Privacy Statement.*

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The department front pages should maintain the look and feel of the District homepage: – the connection to the District should be obvious. Links to the main website's homepage must be included at the bottom of main pages, and the District's logo must be included at the top of main front pages of each department.

School-Level
The Building Principal is ultimately responsible for his or her respective school's webpages, but may appoint a staff member as the school website administrator~~webmaster~~ to fulfill the maintenance, reviewing, and uploading tasks. The Building Principal shall keep the District website administrator~~webmaster~~ informed of who is the school website administrator~~webmaster~~. All official material originating from the school will be consistent with the District style and content guidelines. The Building Principal or school website administrator~~webmaster~~ may develop guidelines for the various sections of and contributors to the school's web pages.

Staff-Level
Any teacher or other staff member wanting to create web pages for use in class activities or to provide a resource for other teachers or staff members shall notify the school website administrator~~webmaster~~ of his or her desired publishing activities.

Student-Level [11]
A student wanting to create web pages on the District's website as part of a class or school-sponsored activity should request a teacher or staff member to sponsor the student's publishing efforts. The sponsoring teacher or staff member shall notify the school website administrator~~webmaster~~ of the desired publishing activities. The student's web page must include an introduction written by the sponsor that describes the intent of the student's web page and contains the sponsor's District email address. Student web pages will be removed at the end of the school year unless special arrangements are made.

Personal web pages are not allowed on the School District's web server. Likewise, student web pages may not contain commercial or advertising links, including links to games and advertisements for games.

CROSS REF.: 6:235 (Access to Electronic Networks), 7:315 (Restrictions on Publications; High Schools)

ADMIN. PROC.: 5:170-AP1 (Copyright Compliance), 6:235-AP1 (Acceptable Use of the District's Electronic Networks), 6:235-AP1, E1 (Student Authorization for Access to the District's Electronic Networks), 6:235-AP1, E2 (Staff Authorization for Access to the District's Electronic Networks), 6:235-E3 (Online Privacy Statement)

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[11] Student free speech rights on the Internet are not absolute. For class or school-sponsored activities, school officials may impose some limits on what appears in school-sponsored student publications. Hazelwood v. Kuhlmeier, 484 U.S. 260 (1988). However, content written by student journalists for school-sponsored media receives additional protections under the Speech Rights of Student Journalists Act. 105 ILCS 80/. See sample policy 7:315, *Restrictions on Publications; High Schools*, for additional information about that act's requirements. For a discussion about disciplining students for off-campus conduct, which, depending upon the circumstances, may involve content posted by students online, see sample policy 7:190, *Student Behavior* at f/n 3.

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Students

Exhibit - Consent to Participate in Extracurricular Drug and Alcohol Testing Program

To be returned to the Building Principal. Please print.

Student _____ **School year**_____

To be read and signed by the student-participant and his/her parent/guardian:

We have received, read, and understand the District Extracurricular Drug and Alcohol Testing Program. We voluntarily agree that our child shall be subject to its terms for his or her entire high school extracurricular career (grades 9-12). We accept the method of obtaining breath and urine specimens, the testing and analyses of such specimens, and all other aspects of the program. The student-participant agrees to cooperate in furnishing urine specimens upon request.

We further agree and consent to the disclosure of the sampling, testing, and results as provided in this program. This consent is given pursuant to all State and federal privacy statutes, and it is a waiver of nondisclosure rights only to the extent of the disclosures required in the program.

We understand that there is more information available in the Ill. High School Association (IHSA) Performance-Enhancing Drug Testing Policy, located in the *IHSA Handbook*, available online at: www.ihsa.org/about/constitution-by-laws-policies~~on the following websites: www.ihsa.org/documents/sportsMedicine/Resource_Exchange_Center_Flyer.pdf and www.ihsa.org/Resources/Sports-Medicine/Performance-Enhancing-Drugs-Steroid-Education~~.

_____ _____

Parent/Guardian ~~n~~Name (*please print*) Date

_____ _____

Parent/Guardian ~~s~~Signature Student ~~s~~Signature

To be read and signed by student who is not participating:

I have decided **not to participate** in any extracurricular activities sponsored by the School District for the remainder of this school year. In order for me to participate in the extracurricular activity program at a later date, I understand that I must submit to a urinalysis.

_____ _____

Student ~~s~~Signature Date

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Students

Administrative Procedure - Anaphylaxis Prevention, Response, and Management Program [1]

The following procedure implements Board policy 7:285, *Anaphylaxis Prevention, Response, and Management Program*, which is based upon the Ill. State Board of Education's (ISBE) *Anaphylaxis Response Policy for Schools* (*ISBE Model*), available at: www.isbe.net/Documents/Anaphylactic-policy.pdf (105 ILCS 5/2-3.190, amended by P.A. 104-391, ~~added by P.A. 102-413 and renumbered by P.A. 102-813~~). The District's Anaphylaxis Prevention, Response, and Management Program is developed and collectively implemented by local school officials, District staff, students and their families, and the community. This administrative procedure contains three sections as follows:

1. Glossary of Terms
2. Anaphylaxis Prevention, Response, and Management Program
3. Individual Allergy Management (Three Phases)
   - Phase One: Identification of Students with Allergies
   - Phase Two: Plan to Reduce Risk of Allergic Reactions
   - Phase Three: Response to Allergic Reactions

Glossary of Terms

The Terms Related to This Model Anaphylaxis Response Policy of the *ISBE Model* (p. 4) is incorporated here by reference. In this procedure, the term **epinephrine injector** is used in lieu of **epinephrine auto-injector** (*ISBE Model*, p. 4) because that is the term used in the School Code, but they have the same meaning.

Anaphylaxis — A severe systemic allergic reaction from exposure to allergens that is rapid in onset and can cause death. An anaphylactic reaction can occur up to one to two hours after exposure to the allergen. Common allergens include animal dander, fish, latex, milk, shellfish, tree nuts, eggs, insect venom, medications, peanuts, soy, and wheat.

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The footnotes should be removed before the material is used.

[1] "**Note:**" messages appear throughout this procedure to highlight legal issues and available customization options. This format is a departure from ~~the~~ **PRESS**'s ~~publication's~~ general format, which usually provides finished procedures that are ready for immediate use and implementation. This procedure follows the legal requirements for what an anaphylaxis prevention, response, and management program must include, but development and implementation of the actual program is subject to a district's resources and circumstances, i.e., the size of the school district, conditions in individual buildings, and an individual student's needs.

The first paragraph's second sentence is optional. Remove it if the board removed the optional clause discussed in f/n 3 of sample policy 7:285, *Anaphylaxis Prevention, Response, and Management Program* (Program). The purpose of the sentence is to allocate responsibility for allergy management among the district, staff, and allergic students and their families and alert the community that successful implementation relies upon everyone to understand the seriousness of food and non-food allergies.

The Ill. State Board of Education (ISBE)'s *Anaphylaxis Response Policy for Schools* (*ISBE Model*) does not prescribe or suggest any particular sample forms to be used as part of a district's Program. This procedure suggests sample forms that are made available through resources cited by the *ISBE Model*. Given the expansion of State law to address not only food allergies, but other allergies that could result in anaphylaxis, districts should ensure that whatever forms they use can accommodate both food and non-food allergies.

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Anaphylaxis Prevention, Response, and Management Program (Program) — The overall process that the Superintendent and other District-level administrators use to implement Board policy 7:285, *Anaphylaxis Prevention, Response and Management Program*, which is based upon the *ISBE Model*.

Anaphylaxis Prevention, Response, and Management Committee (Committee) — A District-level team that the Superintendent creates to develop an Anaphylaxis Prevention, Response, and Management Program. It monitors the District's Anaphylaxis Prevention, Response, and Management Program for effectiveness and establishes a schedule for the Superintendent to report information back to the Board once every three years.

CDC Guidelines — The *Voluntary Guidelines for Managing Food Allergies in Schools and Early Care and Education Programs*, published by the Centers for Disease Control and Prevention (2013) and available at: www.cdc.gov/school-health-conditions/media/pdfs/20_316712-A_FA_guide_508tag.pdf ~~www.cdc.gov/healthyschools/foodallergies/pdf/20_316712-A_FA_guide_508tag.pdf~~. The CDC Guidelines are referred to in the *ISBE Model* as "a full food allergy and prevention of allergen exposure plan." The CDC Guidelines are focused on the management of food allergies, but they also mention other allergens that may result in anaphylaxis (p. 21).

Individual Allergy Management — The process at the building level used to manage and prevent anaphylaxis. The process identifies: (a) students with allergies, (b) procedures to prevent exposure to known allergens, and (c) appropriate responses to allergic reactions. It is synonymous with the third section in this sample administrative procedure.

Individualized Educational Program/Plan (IEP) — A plan or program developed to ensure that a child who has a disability identified under the law and is attending a public elementary or secondary school receives specialized instruction and related services.

Individual Health Care Plan (IHCP) — A document that outlines an allergic student's needs, and at minimum, includes the precautions necessary for allergen avoidance and emergency procedures and treatments. Its function is similar to a 504 Plan (see below). **Important**: Consult the Board Attorney about whether the Program should implement a 504 Plan or IHCP. This Program's procedures implement 504 Plans only. Insert IHCP in place of or in addition to 504 Plan in this document if the District will also implement IHCPs.

504 Plan — A document that outlines an allergic student's needs, necessary accommodations, and individual staff member responsibilities. Its function is identical to an IHCP while also including procedural protections (see above). This Program's procedures implement 504 Plans only. Important: Consult the Board Attorney about whether implementing only 504 Plans is the best method. Many attorneys agree that a 504 Plan is the best (although not universal) practice for a student with a diagnosis of an allergy. [2]

504 Team — A building-level team that implements the phases of Individual Allergy Management in a student's 504 Plan. Insert "IHCP Team" in place of or in addition to "504 Team" if the district will also implement IHCPs. **Note:** If the District implements IHCPs, gathering information, identifying

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The footnotes should be removed before the material is used.

[2] Prior to the 2008 amendments to the Americans with Disabilities Act, courts frequently found that allergies were not disabilities under Section 504 (see, e.g., Smith v. Tangipahoa Parish Sch. Bd., 2006 WL 3395938 (D.Ct. LA 2006)). As a result, schools commonly drafted Individual Health Care Plans (IHCP) and Emergency Action Plans (EAP) for allergic students instead of Section 504 Plans. The ADA Amendments Act of 2008 (Pub. L. 110-325) significantly broadened the definition of *substantially limits* to include disabilities that are inactive or in remission. These amendments generally support Section 504 entitlement for students with allergies because an allergic reaction will *substantially limit* the major life activity of *breathing* when anaphylaxis occurs.

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methods to prevent exposure, and assigning staff responsibilities will rely heavily on the Nurse/Designated School Personnel (DSP)[3], not a 504 Team.

Anaphylaxis Prevention, Response and Management Program

This section relies heavily upon District-level administrators to implement the Program even if the District has no students with food or other allergies. 105 ILCS 5/2-3.190, amended by P.A. 104-391, ~~added by P.A. 102-413 and renumbered by P.A. 102-813~~. This is because identification of students at risk of anaphylaxis cannot be predicted, and it is possible that a student who has not been identified could have his or her first reaction at school. CDC Guidelines, p. 9. This section references the *ISBE Model* and aligns with governance principles so that District-level administrators can: (a) integrate the Program into the District's existing policies and procedures, (b) engage in ongoing monitoring of the Program, (c) assess the Program's effectiveness, and (d) inform the Board about the Program along with recommendations to enhance its effectiveness.

> **Note:** Modify this section based upon the District's specific implementation needs. The only mandate in 105 ILCS 5/2-3.190 was that school boards implement a policy based upon the ISBE Model by 8-17-22. Implementation methods are many; this Program provides one method.

Actor	Action
Superintendent or designee	Establish a District-wide Anaphylaxis Prevention, Response, and Management Committee (Committee) to operate as a Superintendent committee. Consider including: District-level administrators Building Principals (Building Principals are mandatory for successful implementation of the Program) District Safety Coordinator (see administrative procedure 4:170-AP1, *Comprehensive Safety and Security Plan, Part C, District Safety Coordinator and Safety Team; Responsibilities*) District 504 Coordinator (see Board policy 6:120, *Education of Children with Disabilities* and exhibit 6:120, AP1, E1 *Notice to Parents/Guardians Regarding Section 504 Rights*) Staff members, e.g., school nurse/health aide, teachers, paraprofessionals, food service staff, bus drivers, athletic coaches Parents/Guardians

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[3] The term *designated school personnel* does not appear in the *ISBE Model* or *CDC Guidelines*, but it is used in this procedure to refer to staff members who are assigned duties because some districts do not have a nurse on staff.

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Actor	Action
	Community members, e.g., individuals with expertise in allergens and anaphylaxis Students Chair and convene Committee meetings for the purpose of implementing the Program. **Note:** The Committee is not required by State law. However, establishing it provides a best practice for aligning with governance principles and examining implementation issues specific to each individual school district. While smaller school districts, i.e., one-building districts, may be able to implement a Program through one meeting, larger school districts will likely require the uniform coordination that this Committee provides. Some school districts may choose to use the *ISBE Model* document, available at: www.isbe.net/Documents/Anaphylactic-policy.pdf, or create a document that is consistent with the requirements of the *ISBE Model*, but also reflects the specific needs of the school district. Inform the School Board of the Committee's progress and needs by adding information items to the Board's agendas at least once every three years.
Anaphylaxis Prevention, Response, and Management Committee	Identify existing policies, procedures, and exhibits that affect implementation of the Program, including, but not limited to: 1:20, *District Organization, Operations, and Cooperative Agreements* 2:20, *Powers and Duties of the School Board; Indemnification* 2:240, *Board Policy Development* 4:110, *Transportation* 4:120, *Food Services* 5:100, *Staff Development Program* 5:100-AP, *Staff Development Program* 6:65, *Student Social and Emotional Development* 6:120, *Education of Children with Disabilities* 6:120-AP1, *Special Education Procedures Assuring the Implementation of Comprehensive Programming for Children with Disabilities* 6:240, *Field Trips* 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment* 7:250, *Student Support Services* 7:270, *Administering Medicines to Students* 7:270-AP1, *Dispensing Medication* 7:270-AP2, *Checklist for District Supply of Undesignated Medication(s)* [4] 7:270-E1, *School Medication Authorization Form* 7:285-AP, E, *Allergy and Anaphylaxis Emergency Plan* 8:100, *Relations with Other Organizations and Agencies*~~.~~

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[4] Delete this procedure from the list if a board has not adopted the **School District Supply of Undesignated Epinephrine Injectors** subhead in ~~sample~~ policy 7:270, *Administering Medicines to Students* (see f/n 12). See also sample policy 7:285, *Anaphylaxis Prevention, Response, and Management Program*, at f/n 7.

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Actor	Action
	At least once every three years, recommend to the Superintendent any necessary policy changes that must be brought to the School Board for consideration. See Board policy 2:240, *Board Policy Development*. Recommend to the Superintendent any amendments to administrative procedures. **Note:** The Committee may want to utilize exhibit 7:285-AP, E, *Allergy and Anaphylaxis Emergency Plan (AAEP)*, for allergy management purposes. The sample exhibit is an adaptation of the *American Academy of Pediatrics'* sample emergency action plan form, *Allergy and Anaphylaxis Emergency Plan* available at: https://downloads.aap.org/AAP/PDF/AAP_Allergy_and_Anaphylaxis_Emergency_Plan.pdf; it includes the parent/guardian acknowledgment of district immunity and the hold harmless/indemnification agreement required by 105 ILCS 5/22-30 and 5/10-22.21b. See Board policy 7:270, *Administering Medicines to Students*, at f/n 7, for more information. The Committee should also assess the feasibility of adding staff training during a Periodic Emergency Response Drill (CDC Guidelines, p. 50) to the District's School Safety Drill Plan (see administrative procedure 4:170-AP1, *Comprehensive Safety and Security Plan*, paragraph F., **School Safety Drill Plan**). Adding this suggested drill is not required and exceeds the mandate contained in 105 ILCS 128/. If added, revise paragraph **E., Annual Safety Review** of administrative procedure 4:170-AP1, *Comprehensive Safety and Security Plan* to include the applicable bolded items (a)-(f) listed in the CDC Guidelines on preparation for food allergy emergencies (p. 31-34). Convene a District-wide meeting with all Building Principals, other appropriate administrative and special education staff, and the Board Attorney to discuss this Program and the *ISBE Model*, and to prepare each individual Building Principal to implement it in his or her building. **Note:** The Board Attorney will be a necessary participant in the District's efforts to manage anaphylaxis management issues. The Superintendent may want to authorize individual Building Principals to consult with the Board Attorney in some circumstances. If so, the Superintendent should outline this process during this meeting. Educate and train all staff by coordinating, through the Superintendent or Building Principals, the required annual in-service training program(s) for staff working with students. The in-service must be conducted by a person with expertise in anaphylactic reaction management and include administration of medication with an injector (105 ILCS 5/10-22.39(b-5)(2), added by P.A. 103-542~~, eff. 1-1-24 and operative 7-1-24~~). This training will also be incorporated into new school employee training. **Note:** State law requires the in-service training to be conducted within six months of employment and renewed at least once every five years, but the *ISBE Model* states that schoolwide training be conducted annually, when new employees are onboarded, and when an individual is identified as being at risk. *Person* with expertise is not defined, but the use of the word *expertise* suggests that using a lay person to provide training is not appropriate. Consider the list of training resources in the CDC Guidelines (p. 100-101). This training should include (CDC Guidelines, p. 36):

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Actor	Action
	• A review of policies and building procedures • An overview of food allergies • Definitions of key terms, including *food allergy, major allergens, epinephrine, and anaphylaxis* • The difference between a potentially life-threatening food allergy and other food-related problems • Signs and symptoms of a food allergy reaction and anaphylaxis (see *ISBE Model*, p. 5) and information on common emergency medications • General strategies for reducing and preventing exposure to allergens (in food and non-food items) • Policies on bullying and harassment and how they apply to children with food allergies • The District's emergency plans, including who will be contacted in the case of an emergency, how staff will communicate during a medical emergency, and what essential information they will communicate Consider implementing the above issues by informing staff of the goals established in each of the following Board policies: 6:65, *Student Social and Emotional Development*. This policy requires the District's educational program to incorporate student social and emotional development into its educational program and be consistent with the social and emotional development standards in the Ill. Learning Standards. 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*. This policy prohibits students from engaging in bullying, intimidation, and harassment, which diminish a student's ability to learn and a school's ability to educate. It states that preventing students from engaging in these disruptive behaviors is an important District goal. **Note:** Including bullying and sensitivity awareness in the required in-service exceeds State law requirements. Because State law requires districts to have policies addressing bullying (105 ILCS 5/22-11027-23.7) and social and emotional development (405 ILCS 49/) and the CDC Guidelines highlight that increasing awareness of these issues is a best practice consideration, the required in-service is a logical place to include this education. Be sure locally adopted board policies contain the referenced policy language. In grades K-8, provide developmentally appropriate allergy education for students as part of a curriculum topic, e.g., health, physical education, general science, consumer science, character education, so that students can: (1) identify signs and symptoms of anaphylaxis, (2) know and understand why it is wrong to tease or bully others, including people with allergies, (3) know and understand the importance of finding a staff member who can help respond to suspected anaphylaxis, and (4) understand rules on hand washing, food sharing, allergen-safe zones, and personal conduct.[5] In grades 9-12, provide instruction, study, and

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[5] Optional. Including food allergy awareness education in the curriculum for grades K-8 exceeds State law requirements; it is included in the *CDC Guidelines* as a best practice. *CDC Guidelines*, p. 38.

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Actor	Action
	discussion on the dangers of allergies. See administrative procedure 6:60-AP1, *Comprehensive Health Education Program.* [6] Provide community outreach through Building Principals by providing information to students and their parents/guardians about the Program. A successful Program needs support and participation from parents of children with and without allergies. Parents and families need to learn about the District's food allergy policy and practices through communications from administrators, school health staff, classroom teachers, and food service staff. See CDC Guidelines, p. 38 and p. 100-102 (National Nongovernmental Resources, including resources for Parent Education). Monitor the Program by assessing its effectiveness at least once every three years. Incorporate updated medical best practices into all areas of the Program. Establish a schedule for the Superintendent to report any recommendations to enhance the Program's effectiveness to the Board for consideration.
Building Principal	Inform the school community of the Program by providing the information to students and their parents/guardians. For an outline of a sample letter, see www.stlouischildrens.org/sites/legacy/files/2022-09/FAMEToolkit2022-section3-Admin.pdf, p. 14. Inform the school community of the opportunities to better understand food allergy management issues. Implement the Program in the building by meeting with the Nurse or, if a nurse is not available, other designated school personnel (DSP) and special education staff in the building to examine the *ISBE Model*. Identify and follow: All best practices that apply to the conditions in the school building, including classrooms and the cafeteria, as well as on school transportation, at school-sponsored events (including activities before and after school, and field trips), and during physical education/recess to reduce exposure to allergens. See *ISBE Model*, p.3, and CDC Guidelines, p. 43-45. All items from the actions for School Administrators and Registered School Nurses that apply to the working conditions in the school settings listed immediately above. CDC Guidance, p. 59-64. Educate staff members about the Program and their likely involvement with the daily management of food (or non-food) allergies for individual students (Individual Allergy Management). CDC Guidelines, p. 27-31. Inform staff members about healthy and active non-food rewards, see: www.actionforhealthykids.org/activity/healthy-active-non-food-rewards/ Identify at least two employees in the building, in addition to the Nurse/DSP, to be trained in the administration of epinephrine by auto-injection. Only *trained personnel* may administer epinephrine to a student believed to be having an anaphylactic reaction. (*ISBE Model*, p. 6). For training requirements, see administrative procedure 7:270-AP2, *Checklist for District Supply of*

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[6] 105 ILCS 5/27-245, added by P.A. 104-391~~105 ILCS 110/3, amended by P.A. 103-212, eff. 1-1-24~~.

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Actor	Action
	Undesignated Medication(s). **Note:** Although 105 ILCS 5/22-30 permits any "personnel authorized" under a student's specific individual plan to administer an undesignated epinephrine injector, the *ISBE Model* makes no such distinction and requires all personnel administering epinephrine (whether prescribed to a student or undesignated) to a student to complete the training required of *trained personnel*. Annually notify parents/guardians in the student handbook(s) of Board policy 7:285, *Anaphylaxis Prevention, Response, and Management Program*, and include the contact information of a staff member who parents/guardians can contact if they have questions about how the policy applies to their child. To increase awareness of the bullying issues faced by students with allergies, consider including information for students and their parents/guardians about the goals established in Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*.
School Board	Monitor Board policy 7:285, *Anaphylaxis Prevention, Response, and Management Program*, at least once every three years, and consider changes recommended by the Committee. See Board policy 2:240, *Board Policy Development*. Consider all policy changes recommended by the Superintendent. Provide the appropriate resources for the Superintendent to successfully implement the Program.

Individual Allergy Management

This section's procedures are implemented each time the school identifies a student with an allergy. It follows policy 6:120, *Education of Children with Disabilities*, and references additional considerations based upon the *ISBE Model*. It relies heavily upon Building Principals and the Nurse/DSP to identify the necessary accommodations for each student and determine which staff members are responsible to provide them. Accommodations are impacted by a number of factors, e.g., the student's age, the allergen(s) involved, the facilities at each school building, etc.

Phase One: Identification of Students with Allergies

Actor	Action
Parent/ Guardian	Inform the Building Principal of the student's food allergy. Complete an Allergy History Form, (for a sample, see the *Family Food Allergy Health History Form*, available at: www.nasn.org/nasn-resources/resources-by-topic/allergies-anaphylaxis and AAEP. Return them to the Building Principal or Nurse/DSP. If the District participates in the U.S. Dept. of Agriculture's Child Nutrition Programs and the student has a disability that requires meal modifications, complete a medical statement signed by a licensed healthcare provider. CDC Guidelines, p. 28. See www.isbe.net/Documents/2017-ACCOM-MANUAL-SP40.pdf for information and the *Medical Authority Modified Meal Request Form* at: www.isbe.net/Documents/Medical-Authority-Modified-Meal-Request-

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Actor	Action
	Form.pdf~~www.isbe.net/_layouts/Download.aspx?SourceUrl=/Documents/Medical-Authority-Modified-Meal-Request-Form.docx~~. Cooperate with school staff to provide the medical information necessary directly from the student's health care provider to develop plans for managing individual care and emergency actions. CDC Guidelines, p. 27. Participate in all meetings to assess and manage the individual student's health needs.
Building Principal and/or Nurse/DSP	Follow the District's procedural safeguards for convening a meeting to assess the individual student's allergy management needs.
IEP or 504 Team	Modify this section if the District implements IHCPs. See **Glossary** above for more information. For a student who is not already identified as a student with a disability, determine whether a referral for an evaluation is warranted using the District's evaluation procedures for determining whether a student is a student with a disability within the meaning of IDEA or Section 504 (see Board policy 6:120, *Education of Children with Disabilities*). For a student with an existing IEP or Section 504 plan, or who qualifies for one on the basis of his or her allergy, determine: 1. Whether the student's allergy requires *related services* to ensure the provision of a "free appropriate public education" (FAPE), and/or 2. Whether the student's allergy requires appropriate *reasonable accommodations* for the student's disability. If the answer to either of the above questions is negative, notify the parent/guardian in writing of the reasons for the denial and the right to appeal. Provides any required procedural safeguard notices. See 23 Ill.Admin.Code §226.510; Section 504 of the Rehabilitation Act of 1973 (34 C.F.R. Parts 104 and 300); and exhibit 6:120-AP1, E1, *Notice to Parents/Guardians Regarding Section 504 Rights*. **If the answer to either of the above questions is positive:** 1. Gather appropriate health information by using the completed *Allergy History Form* and AAEP. 2. Identify all necessary accommodations and complete a 504 Plan (use the District's established forms). For meal substitutions, the parent/guardian must submit a medical statement signed by a licensed healthcare provider. 3. Determine which staff provides the identified accommodations. Remember that accidental exposures are more likely to happen when an unplanned event or non-routine event occurs, and special care should be taken to address procedures for staff members who provide transportation, substitute teaching, coaching or other activities, field trips, and classroom celebrations. For staff members to consider, see CDC Guidelines, Sec. 3, *Putting Guidelines into Practice: Actions for School Administrators and Staff*, p. 59-80.

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Actor	Action
	4. Assign responsibilities to individual staff members for providing the identified accommodations. Inform staff members absent during the creation of the 504 Plan of their responsibilities. 5. Identify willing 504 Team members trained in emergency response to respond to any allergic reactions the student may have. Only *trained personnel* may administer epinephrine to a student believed to be having an anaphylactic reaction. *ISBE Model*, p. 6. **Note:** Consult the Board Attorney if options are limited or the classroom teacher is not willing to administer epinephrine. While classroom teachers are a logical choice to provide emergency response due to their continual close proximity to students, such an assignment may: (1) impact terms and conditions of employment and may trigger collective bargaining rights, and/or (2) violate 105 ILCS 5/10-22.21b, which states that under no circumstances shall teachers or other non-administrative school employees, except certified school nurses and non-certificated registered professional nurses, be required to administer medication to students. 6. Provide the required procedural safeguard notices. See 23 Ill.Admin.Code §226.510; Section 504 of the Rehabilitation Act of 1973 (34 C.F.R. Parts 104 and 300); and exhibit 6:120-AP1, E1, *Notice to Parents/Guardians Regarding Section 504 Rights*.

Phase Two: Plan to Reduce Risk of Allergic Reactions

Actor	Action
Building Principal and/or Nurse/DSP	Convene a meeting to educate all the staff members who will provide the identified 504 Plan accommodations about their responsibilities. Ensure individual staff members are properly trained and perform their responsibilities and provide the necessary accommodations for the student's individual health needs. Facilitate the dissemination of accurate information in the building about the student's allergy while respecting privacy rights. **Note:** Request permission from the Superintendent to consult the Board Attorney about best practices for disclosures to volunteers (e.g., field trip chaperones or room parents) of confidential medical information without parental consent. Generally Building Principals have discretion, but these situations are fact-specific. Ideally the District should attempt to get parental permission to disclose the information about the allergy, but practically this cannot always occur. Many agree that safety trumps confidentiality in these situations, especially when volunteers have a legitimate educational interest if knowledge of the information is related to their ability to perform their duties (See, *Letter to Anonymous*, 107 LRP 28330 (FPCO 2007)). Provide a medical alert to parents/guardians that does not name the student. See CDC Guidelines, p. 71, #5. The communication should inform other students and their parents/guardians about the

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Actor	Action
	importance of keeping their educational setting free of the food allergen. For a sample letter, see *Notification of a Food Allergy in the Classroom – Parent Letter*, available at: www.nasn.org/nasn-resources/resources-by-topic/allergies-anaphylaxis. **Note:** Request permission from the Superintendent to consult the Board Attorney about disclosures and providing joint communications from the Building Principal and the parent/guardian of the food allergic student. While joint communications allow the school to exchange the information needed to protect the food allergic student and balance competing educational interests without violating federal or State laws that govern student records, they can also present other risks (i.e., re-disclosure of the confidential information). See Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, and its implementing rules at 34 C.F.R. Part 99; Ill. School Student Records Act, 105 ILCS 10/, and its implementing rules at 23 Ill.Admin.Code Part 375. FERPA prohibits schools from disclosing personally identifiable information from students' education records without the consent of a parent or eligible student, unless an exception applies. See Board policy 7:340, *Student Records*. Prepare a list of answers to anticipated questions about managing the student's health needs. Check with the Nurse/DSP regarding any known competing educational interests with the student's health needs among other students attending the school (i.e., diabetes, service animals, etc.). Manage identified students' competing educational interests by: 1. Consulting the Board Attorney. 2. Creating a method to monitor identified competing educational interests between students. 3. Responding to future unidentified competing educational interests and managing them immediately. 4. Modifying any other conditions as the facts of the situation require.
IEP or 504 Team	Implement and follow all identified responsibilities in the 504 Plan. Understand that accidental exposures are more likely to occur when an unplanned event occurs, which makes is critical to follow the exact accommodations in the student's 504 Plan. Practice emergency procedures outlined in the student's AAEP and be prepared to follow them. *ISBE Model*, p. 5.
Parent/Guardian	Implement and follow the applicable items at: www.foodallergy.org/resources/getting-started-school, to assist the District in managing food allergies in the school setting.

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Actor	Action
Student	Implement and follow developmentally appropriate steps for allergy self-management, such as reading labels, asking questions about foods in the school meal and snack programs, avoiding unlabeled or unknown foods, using epinephrine injectors when needed, and recognizing and reporting an allergic reaction to an adult. CDC Guidelines, p. 31.

Phase Three: Response to Allergic Reactions

Actor	Action
IEP or 504 Team	Follow the student's 504 Plan and AAEP.
Nurse/DSP or any Staff Member trained in the District's emergency response procedures (if a Nurse is not immediately available)	If the student does not have an AAEP and there is a suspected case of anaphylaxis, and the District does not maintain an undesignated supply of epinephrine (*ISBE Model*, p. 5-6): 1. Instruct another staff member to call 911 immediately. 2. Stay with the person until emergency medical services (EMS) arrive. 3. Monitor the person's airway and breathing. 4. If school nurse or other *trained personnel* are not at the scene, implement local emergency notification to activate the nurse or *trained personnel* to respond. 5. Direct a staff member to call parent/guardian (if applicable). 6. Administer CPR, if needed. 7. EMS transports individual to the emergency room. Document the individual's name, date, time of onset of symptoms, and possible allergen. **Even if symptoms subside, EMS must still respond, and the individual must be evaluated in the emergency department or by the individual's health care provider. A delayed or secondary reaction may occur, which can be more severe than the first-phase symptoms.** 8. Do not allow a student to remain at school or return to school on the day epinephrine is administered.
Anyone implements item #1 of the first numbered list Nurse/DSP or other *Trained Personnel*	If the Nurse or *trained personnel* have a good faith belief that a person is having an anaphylactic reaction, and the District needs to use its undesignated (not student-specific) supply of epinephrine to respond (*ISBE Model*, p. 5-6): [7] 1. Call the Nurse or front office personnel and advise of the emergency situation so that trained personnel can be activated to respond with undesignated epinephrine dose(s). 2. Instruct someone to call 911 immediately.

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[7] Delete this entire row if the district does not maintain an undesignated supply of epinephrine.

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Actor	Action
implements the remaining items	3. Implement the District's undesignated epinephrine standing protocol. See administrative procedure 7:270-AP2, *Checklist for District Supply of Undesignated Medication(s)*. 4. Select the appropriate dose according to the standing protocol and administer epinephrine. Note the time. **Act quickly. It is safer to give epinephrine than to delay treatment. This is a life-and-death decision.** 5. Stay with the person until EMS arrives. 6. Monitor the person's airway and breathing. 7. Reassure and attempt to calm the person, as needed. 8. Direct another staff member to call the parent/guardian, or emergency contact (if known). 9. If symptoms continue and EMS is not on the scene, administer a second dose of epinephrine five to 15 minutes after the initial injection. Note the time. 10. Administer CPR, if needed. 11. EMS transports the individual to the emergency room. Document the individual's name, date, and time the epinephrine was administered on the epinephrine injector that was used and give to EMS to accompany individual to the emergency room. **Even if symptoms subside, EMS must still respond, and the individual must be evaluated in the emergency department or by the individual's health care provider. A delayed or secondary reaction may occur, which can be more severe than the first-phase symptoms.** Post-Event Actions 1. Document the incident and complete all reporting requirements. See administrative procedure 7:270-AP2, *Checklist for District Supply of Undesignated Medication(s)*. 2. Replace epinephrine stock medication, according to the District's standing protocol. Reorder epinephrine stock medication, as necessary.
Nurse/DSP	If a student has no AAEP and 504 Plan, provide the parent/guardian with the AAEP and *Allergy History* forms and refer them to the process outlined in the **Identification of Students with Allergies** phase above. After each allergy emergency, review how it was handled with the Building Principal, health aides/assistants (if applicable), parents/guardians, staff members involved in the response, and the student to identify ways to prevent future emergencies and improve emergency response. CDC Guidelines, p. 63. Assist students with allergies with transitioning back to school after an emergency. CDC Guidelines, p. 63.

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Actor	Action
	Storage, Access, and Maintenance of Undesignated Supply of Epinephrine (105 ILCS 5/22-30(f); *ISBE Model*, p. 6-7) [8] 1. Store, access, and maintain the stock of undesignated epinephrine injectors as provided in the District's standing protocol. 2. Maintain the supply of undesignated epinephrine in accordance with the manufacturer's instructions. Epinephrine should be stored in a safe, unlocked, and accessible location in a dark place at room temperature (between 59-86 degrees F). Epinephrine should not be maintained in a locked cabinet or behind locked doors. Trained staff should be made aware of the storage location in each school. It should be protected from exposure to hot, cold, or freezing temperatures. Exposure to sunlight will hasten deterioration of epinephrine more rapidly than exposure to room temperatures. The expiration date of epinephrine solutions should be periodically checked; the drug should be replaced if it is approaching the expiration date. The contents should periodically be inspected through the clear window of the injector. The solution should be clear; if it is discolored or contains solid particles, replace the unit. 3. Regularly (e.g., monthly) check stock epinephrine to ensure proper storage, expiration date, and medication stability. Maintain documentation when checks are conducted. Expired injectors or those with discolored solutions or solid particles should not be used. 4. Dispose of epinephrine injectors in a sharps container.

LEGAL REF: 105 ILCS 5/2-3.190, 5/10-22.21b, 5/10-22.39, and 5/22-30.
23 Ill.Admin.Code §1.540
Anaphylaxis Response Policy for Illinois Schools, published by the Ill. State Board of Education.

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[8] Delete this section if the district does not maintain an undesignated supply of epinephrine.

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Students

Administrative Procedure - Program for Managing Student Athlete Concussions and Head Injuries

State Law

1. The Youth Sports Concussion Safety Act (YSCSA) contains concussion safety directives for School Boards and certain identified staff members. 105 ILCS 5/22-80. A School District must implement 105 ILCS 5/22-80 if it offers interscholastic athletic activities or interscholastic athletics under the direction of a coach (volunteer or school employee), athletic director, or band leader. An *interscholastic athletic activity* "means any organized school-sponsored or school-sanctioned activity for students, generally outside of school instructional hours, under the direction of a coach, athletic director, or band leader, including, but not limited to, baseball, basketball, cheerleading, cross country, track, fencing, field hockey, football, golf, gymnastics, ice hockey, lacrosse, marching band, rugby, soccer, skating, softball, swimming and diving, tennis, track (indoor and outdoor), ultimate Frisbee, volleyball, water polo, and wrestling. All interscholastic athletics are deemed to be interscholastic activities." 105 ILCS 5/22-80(b).
   A School District may need to implement its return-to-learn protocol for a student's return to the classroom after he or she is believed to have experienced a concussion, "whether or not the concussion took place while the student was participating in an interscholastic activity." 105 ILCS 5/22-80(d). For a comprehensive discussion of this Act, see the IASB publication, *Checklist for Youth Sports Concussion Safety Act*, at: www.iasb.com/iasb/media/documents/checklistconcussionsafetyact.pdf. Helpful guidance for implementing this law plus training modules are available from the Lurie Children's Hospital's *A Guide for Teachers and School Professionals*, also available using the above link.
2. 105 ILCS 25/1.15 requires: (a) all high school coaching personnel to complete online concussion awareness training, and (b) all student athletes to view the IHSA video about concussions.
3. 105 ILCS 25/1.20, requires the IHSA to require all member districts that have certified athletic trainers to have those trainers complete and submit a monthly report on student-athletes who have sustained a concussion during: (1) a school-sponsored activity overseen by the athletic trainer; or (2) a school-sponsored event of which the athletic director is made aware. **Concussion** - A complex pathophysiological process affecting the brain caused by a traumatic physical force or impact to the head or body, which may include temporary or prolonged altered brain function resulting in physical, cognitive, or emotional symptoms or altered sleep patterns and which may or may not involve a loss of consciousness. 105 ILCS 5/22-80. See also: *Returning to School After a Concussion: A Fact Sheet for School Professionals*, www.cdc.gov/heads-up/media/pdfs/schools/tbi_returning_to_school-a.pdf~~www.cdc.gov/headsup/pdfs/schools/tbi_returning_to_school-a.pdf~~.
4. 20 ILCS 2310/2310-~~32~~07 requires: (a) the Ill. Dept. of Public Health (IDPH), subject to appropriation, to develop, publish, and disseminate a brochure to educate the general public on the effects of concussions in children and discuss how to look for concussion warning signs in children, and (b) schools to distribute this brochure, free of charge, to any child or parent/guardian of a child who may have sustained a concussion, regardless of whether or not the concussion occurred while the child was participating in an interscholastic athletic activity, if available. The IDPH has adopted as its brochure the CDC's *Heads Up* campaign brochures which include concussion fact sheets for

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athletes, parents, coaches, and school professionals, see https://dph.illinois.gov/topics-services/prevention-wellness/injury-violence-prevention/concussion.html.

Actor	Action
School Board	Adopt a Board policy on concussions. See Board policy 7:305, *Student Athlete Concussions and Head Injuries*. Approve members of the Concussion Oversight Team. 105 ILCS 5/22-80(d). Approve school-specific emergency action plan(s) for interscholastic athletic activities to address serious injuries and acute medical conditions that may cause a student's condition to deteriorate rapidly. 105 ILCS 5/22-80(i). Monitor the effectiveness of Board policy 7:305, *Student Athlete Concussions and Head Injuries*, by discussing with the Superintendent or designee the type of data the Board needs to monitor the policy, establishing a monitoring calendar, and reviewing the data provided by the Superintendent or designee.
Superintendent or designee	Identify individuals to serve on the Concussion Oversight Team; request Board approval. 105 ILCS 5/22-80(d). A physician, to the extent possible, must be on the Team. If the school employs an athletic trainer and/or nurse, he or she must be on the Team to the extent practicable. The Team must include, at a minimum, one person who is responsible for implementing and complying with the return-to-play and return-to-learn protocols adopted by the Team. Other licensed health care professionals may be appointed to serve on the Team. The Team may be composed of only one person who need not be a licensed healthcare professional, but may not be a coach. **Note**: As this is administrative/staff work rather than governance work, the best practice is to have the Concussion Oversight Team be an *administrative* committee, but consult the Board Attorney for guidance. If it is a Board committee, it must comply with the Open Meetings Act, 5 ILCS 120/1.02. For a discussion of the Open Meetings Act's treatment of committees, see the footnotes in ~~Board sample~~ policy 2:150, *Committees*. Require that all high school coaching personnel, including the head and assistant coaches, and athletic directors obtain an online concussion certification in accordance with 105 ILCS 25/1.15. Coaching personnel and athletic directors hired on or after 8-19-14 must be certified before their position's starting date. Require that the following individuals complete concussion training as specified in the YSCSA: coaches or assistant coaches (whether volunteer or a District employee) of interscholastic athletic activities; nurses, physicians, other licensed health professionals and non-

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	licensed health care professionals who serve on the Concussion Oversight Team; athletic trainers; and game officials of interscholastic athletic activities. 105 ILCS 5/22-80(h), amended by P.A. 104-391. Individuals covered by this training mandate must initially have completed the training prior to serving on the Concussion Oversight Team and at least once every two years (or if not on the Team, at least once every two years). See the footnotes in policies 5:100, *Staff Development Program*, and 7:305, *Student Athlete Concussions and Head Injuries*. Identify the staff members who are responsible for student athletes, including Building Principals, and require that they comply with IHSA concussion protocols, policies, and by-laws, including its *Protocol for Implementation of NFHS Sports Playing Rules for Concussions*, at: www.ihsa.org/health-safety/healthcare-provider-information~~www.ihsa.org/documents/sportsmedicine/ihsa_protocols_for_nfhs_concussion_playing_rule.pdf~~. Along with the Building Principal(s), develop and maintain school-specific emergency action plan(s) for interscholastic athletic activities to address serious injuries and acute medical conditions that may cause a student's condition to deteriorate rapidly; present it/them to the Board for approval. 105 ILCS 5/22-80(i). Hold the staff members responsible for implementing this procedure.
Concussion Oversight Team	Establish each of the following based on peer-reviewed scientific evidence consistent with guidelines from the Centers for Disease Control and Prevention (CDC). 105 ILCS 5/22-80(d). See www.cdc.gov/headsup/index.html. 1. A *return-to-play protocol* governing a student's return to interscholastic athletic practice or competition following a force of impact believed to have caused a concussion. The Superintendent or designee (not a coach) must supervise an athletic trainer or other person responsible for compliance with the return-to-play protocol. 105 ILCS 5/22-80(g). The student's treating physician or an athletic trainer working under a physician's supervision must evaluate and find that it is safe for the student to return to play. The student's parent/guardian must sign a consent form that complies with statutory prerequisites. IHSA's website contains a form for this, *Post-concussion Consent Form (RTP/RTL)*, at: www.ihsa.org/health-safety/concussion-resources~~http://ihsa.org/Resources/Sports-Medicine/Concussion-Management/Concussion-Resources~~. It is an open question whether the return-to-play protocol is limited to when the concussion occurred during an

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	interscholastic athletic activity, because the statute does not state "whether or not the concussion took place while the student was participating in an interscholastic athletic activity." It makes sense, however, to apply the return-to-play protocol whenever a student suffers a concussion before allowing him or her to participate in an interscholastic athletic activity. 2. A return-to-learn protocol governing a student's return to the classroom following a force of impact believed to have caused a concussion. The Superintendent or designee (not a coach) must supervise the person responsible for compliance with the return-to-learn protocol. 105 ILCS 5/22-80(g). The return-to-learn protocol governs a student's return to the classroom after a concussion, whether or not the concussion took place while the student was participating in an interscholastic athletic activity. Guidance from Lurie Children's Hospital explains that recovery from a concussion must be an individualized process, because no two concussions are the same. See *Return to Learn after a Concussion: A Guide for Teachers and School Professionals*, Lurie Children's Hospital, at: www.luriechildrens.org/globalassets/media/pages/specialties--conditions/programs/concussion-program/documents/lurie-return-to-learn-guide-2017-updated.pdf. This Guide explains that a student's full recovery depends on both cognitive and physical rest. It suggests using a multidisciplinary team to facilitate a student's return to the classroom and provides examples of accommodations and interventions. It also stresses the importance of identifying a school staff member who will function as a case manager or concussion management leader, e.g., a school nurse, athletic trainer, or school counselor.
Building Principals or designees	Along with the Superintendent, develop and maintain school-specific *Eemergency Aaction Pplan(s) (EAP)* for interscholastic athletic activities to address serious injuries and acute medical conditions that may cause a student's condition to deteriorate rapidly; present the plan(s) to the Superintendent who will present it/them to the Board for approval. 105 ILCS 5/22-80(i). A template is available on the IHSA website under Emergency Action Plan (EAP) Resources, at: www.ihsa.org/health-safety/concussion-resourceshttp://ihsa.org/Resources/Sports-Medicine/Concussion-Management/Concussion-Resources. Ensure the EAP is distributed to all appropriate personnel and conspicuously posted at all venues utilized by the school. Id. at (4) & (5).

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	Ensure the EAP is reviewed annually by all athletic trainers, first responders (including, but not limited to, emergency medical dispatchers), coaches, school nurses, athletic directors and volunteers for interscholastic athletic activities. Id. at (6)~~, amended by P.A. 102-1006~~. Require coaches and assistant coaches, trainers, and other staff members who are responsible for student athletes to: 1. Review and abide by the IHSA protocols, polices, and by-laws regarding concussions and head injuries, at: www.ihsa.org/health-safety/stakeholder-responsibilities~~www.ihsa.org/Resources/Sports-Medicine/Concussion-Management/Stakeholder-Responibilities~~. 2. Provide information to student athletes and their parents/guardians each school year about concussions and otherwise perform all duties identified by law or described in this procedure. School districts must include information about concussions in the student athlete agreement, contract, code, or written instrument that a student athlete and his or her parent/guardian are required to sign before participating in a practice or interscholastic competition. IHSA drafted a sample *Concussion Information Sheet*, which is included within the *IHSA Sports Medicine Acknowledgement & Consent Form* at: www.ihsa.org/health-safety/concussion-resources~~http://ihsa.org/Resources/Sports-Medicine/Concussion-Management/Concussion-Resources~~. It has been incorporated into exhibit 7:300-E1, *Agreement to Participate*. 3. Distribute the IDPH concussion brochure, if available, to any student or the parent/guardian of a student who may have sustained a concussion, regardless of whether or not the concussion occurred while the student was participating in an interscholastic athletic activity. 20 ILCS 2310/2310-307. The IDPH has adopted as its brochure the CDC's *Heads Up* campaign brochures which include concussion fact sheets for athletes, parents, coaches, and school professionals, see https://dph.illinois.gov/topics-services/prevention-wellness/injury-violence-prevention/concussion.html. Maintain appropriate school student records for student athletes. Although a *concussion policy acknowledgment* is no longer required, an ISBE rule defines *health-related information* to include a *concussion policy acknowledgment*. 23 Ill.Admin.Code §375.10. The acknowledgment must be kept with the student's

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	school student records as a temporary record. 23 Ill.Admin.Code §375.40. All written information concerning an injury to a student athlete, including without limitation, a return-to-play clearance, must be kept with the student's school student records as a temporary record. 23 Ill.Admin.Code §§375.10 and 375.40. An ISBE rule defines *health-related information* to include "other health-related information that is relevant to school participation, e.g., nursing services plan, failed screenings, yearly sports physical exams, interim health histories for sports." 23 Ill.Admin.Code §375.10.
Each student participant in an interscholastic athletic activity and his or her parent/guardian	Each school year, sign a concussion information receipt form before participating in an interscholastic athletic activity. 105 ILCS 5/22-80(e). *Interscholastic athletic activity* is defined on the first page of this procedure. 105 ILCS 5/22-80(b). The form must be approved by IHSA. See www.ihsa.org/health-safety/concussion-resources~~http://ihsa.org/Resources/Sports-Medicine/Concussion-Management/Concussion-Resources~~, for ~~IHSA Concussion Protocols~~IHSA Concussion Protocols and IHSA ~~Sports Medicine Acknowledgement & Consent Form~~Sports Medicine Acknowledgement & Consent Form. Annually view IHSA's video about concussions (applicable to only high school student athletes). 105 ILCS 25/1.15(e). Become knowledgeable about the concussion symptoms and ask questions of any athletic staff member. Inform the coach or other supervisor about any trauma to the student's head and/or any symptoms of a concussion or confirmed concussion regardless of where and when it occurred. Follow the District's return-to-play and/or return-to-learn protocol(s), as applicable, whenever the student suffers a concussion.
Coaches or Assistant Coaches (whether volunteer or a District employee) of interscholastic athletic activities; Nurses and Physicians who serve on the Concussion Oversight Team; Athletic Trainers; and	Complete concussion training as specified in the YSCSA. 105 ILCS 5/22-80(h), amended by P.A. 104-391. Interscholastic athletic activity is defined on the first page of this procedure. 105 ILCS 5/22-80(b). Individuals covered by this training mandate must complete the training prior to serving on the Concussion Oversight Team and at least once every two years (or if not on the Team, at least once every two years). See the footnotes in Board -policy 5:100, *Staff Development Program*.

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Game Officials of interscholastic athletic activities	Complete IHSA's online concussion certification program (required only of high school coaching personnel including, without limitation, athletic directors). 105 ILCS 25/1.15. Learn concussion symptoms and danger signs. See IHSA Sports Medicine Acknowledgement and Consent form at: www.ihsa.org/health-safety/concussion-resources ~~http://ihsa.org/documents/sportsMedicine/current/Sports%20Medicine%20Consent%20and%20Acknowledgement.pdf~~ and www.cdc.gov/heads-up/training/index.html#cdc_generic_section_3-general-concussion-info~~www.cdc.gov/headsup/youthsports/officials.html~~.
Coaches and Assistant Coaches of interscholastic athletic activities Athletic Trainers Other staff members who are responsible for student athletes	Each school year, have student athletes and their parents/guardians, or another person with legal authority to make medical decisions for the student, sign a form "that acknowledges receiving and reading written information that explains concussion prevention, symptoms, treatment, and oversight and that includes guidelines for safely resuming participation in an athletic activity following a concussion." The form must be approved by IHSA. 105 ILCS 5/22-80(e). Each school year, inform student athletes and their parents/guardians about concussions and head injuries by: 1. Giving them a copy of the IHSA's *Concussion Information Sheet* at the time they sign Board exhibit 7:300-E1, *Agreement to Participate*, or other agreement, contract, code, or written instrument that a student athlete and his or her parent/guardian are required to sign before the student is allowed to participate in a practice or interscholastic competition. *The Concussion Information Sheet*, is included within the ***IHSA Sports Medicine Acknowledgement & Consent Form at***: www.ihsa.org/health-safety/concussion-resources~~www.ihsa.org/Resources/DownloadCenter.aspx~~. 2. Using educational material provided by IHSA to educate student athletes and parents/guardians about the nature and risk of concussions and head injuries, including the risks inherent in continuing to play after a concussion or head injury. See www.ihsa.org/health-safety/concussion-resources~~www.ihsa.org/Resources/Sports-Medicine/Concussion-Management/Concussion-Resources~~. The CDC offers free printed educational materials on concussions that can be ordered or downloaded and distributed to parents, students, and coaches. See www.cdc.gov/headsup/index.html. Each school year, participate in the review of the EAP, as directed by the Building Principal or designee.

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	Remove a student from an interscholastic athletic practice or competition immediately if any of the following individuals believes that the student sustained a concussion during the practice and/or competition: a coach, a physician, a game official, an athletic trainer, the student's parent/guardian, the student, or any other person deemed appropriate under the return-to-play protocol. 105 ILCS 5/22-80(f). Comply with the IHSA concussion management guidelines, including its *Protocol for Implementation of NFHS Sports Playing Rules for Concussion*, which includes its *Return to Play (RTP) Policy*, at: www.ihsa.org/health-safety/healthcare-provider-information~~www.ihsa.org/documents/sportsmedicine/ihsa_protocols_for_nfhs_concussion_playing_rule.pdf~~. These guidelines, in summary, require that: 1. A student athlete who exhibits signs, symptoms, or behaviors consistent with a concussion (e.g., loss of consciousness, headache, dizziness, confusion, or balance problems) in a practice or game shall be removed from participation or competition at that time. 2. A student athlete who has been removed from an interscholastic contest for a possible concussion or head injury may not return to that contest unless cleared to do so by a physician licensed to practice medicine in all its branches in Illinois or a certified athletic trainer. 3. If not cleared to return to that contest, a student athlete may not return to play or practice until the student athlete has provided his or her school with written clearance from a physician licensed to practice medicine in all its branches in Illinois, advanced practice registered nurse, physician assistant or a certified athletic trainer working in conjunction with a physician licensed to practice medicine in all its branches in Illinois, and has completed the return-to-play protocol in compliance with the YSCSA, 105 ILCS 5/22-80(g). Inform the student athlete's parent/guardian about a possible concussion and give the parent/guardian a fact sheet on concussion, at: www.ihsa.org/health-safety/concussion-resources~~www.ihsa.org/Resources/Sports-Medicine/Concussion-Management/Concussion-Resources~~. Allow a student who was removed from interscholastic athletic practice or competition to return only after all statutory prerequisites are completed, including without limitation, completing the return-to-play and return-to-learn protocols developed by the Concussion Oversight Team. An athletic team coach or assistant coach may not authorize a student's return-to-play or return-to-learn. 105 ILCS 5/22-80(g).

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	Most students with a concussion will not need a formal 504 plan or individualized education program; contact the Board Attorney whenever one is requested or the student's symptoms are prolonged.
Athletic trainers [*high school only*]	Complete a monthly report on student-athletes who have sustained a concussion during: (1) a school-sponsored activity overseen by the athletic trainer; or (2) a school-sponsored event of which the athletic director is made aware. Do not identify student names in the monthly report. 105 ILCS 25/1.20. Submit this monthly report to the interscholastic athletic organization to which the school belongs.

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Students

Administrative Procedure - School Student Records [1]

This procedure implements Board policy 7:340, *Student Records*. It contains a **Table of Contents** and lettered **Sections**.

Table of Contents

A. Legal Citations and Definitions
B. School Student Records Defined
C. Eligible Students Accorded the Rights of Parent/Guardian
D. Official Records Custodians
E. Maintenance of School Student Records
F. Retention and Destruction of School Student Records
G. Social Security Numbers
H. Access to School Student Records
I. Record of Release
J. Orders of Protection
K. Parenting Plans
L. Transmission of Records for Transfer Students
M. Directory Information
N. Student Record Challenges

Sections

A. Legal Citations and Definitions

The legal requirements contained in this procedure are followed by a citation to the controlling rule and/or statute. Citations in parentheses indicate the location of a named law. For additional clarification regarding a requirement, the cited law should be reviewed.

Definitions are found in the Ill. School Student Records Act and the Ill. State Board of Education (ISBE) rules. 105 ILCS 10/2; 23 Ill.Admin.Code §375.10. For easy reference, some definitions are re-printed in this procedure.

The release of confidential information given by a student to a therapist, e.g., school counselor or psychologist, is not included in these procedures but is governed by the Mental Health and Developmental Disabilities Confidentiality Act (MHDDCA). 740 ILCS 110/.

B. School Student Records Defined

School Student Record means any writing or other recorded information concerning a student and by which a student may be individually identified that is maintained by a school or at its direction or by an employee of a school, regardless of how or where the information is stored. 105 ILCS 10/2(d).

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[1] Modify this procedure to align it with board policy. Customize it to reflect the district's practice, particularly to specify the district's treatment of records that the law: (1) says may be kept as either permanent records or temporary records; and (2) allows to be kept as directory information.

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Special Education Records means school records that relate to identification, evaluation, or placement of, or the provision of a free and appropriate public education to, students with disabilities under the Individuals with Disabilities Education Act (20 U.S.C. §1400 et seq.) and Article 14 of the School Code. These records include the report of the multidisciplinary staffing conference on which placement or nonplacement was based and all records and audio recordings in any format relating to special education placement hearings and appeals. 23 Ill.Admin.Code §375.10.

A school student record does not include any of the following:

1. Writings or other recorded information kept in a school staff member's sole possession that is destroyed not later than the student's graduation or permanent withdrawal, and is not accessible or revealed to any other person except a temporary substitute teacher. 105 ILCS 10/2(d).
2. Information maintained by law enforcement professionals working in the school. 105 ILCS 10/2(d).
3. Video or other electronic recordings created and maintained by law enforcement professionals working in the school or for security or safety reasons or purposes, provided the information was created at least in part for law enforcement or security or safety reasons or purposes. This includes, without limitation, electronic recordings made on school buses, as described in the exemption from the criminal offense of eavesdropping in 720 ILCS 5/14-3(m). 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. 23 Ill.Admin.Code §375.10. **Note:** For districts and schools that do not have a designated law enforcement unit, consult the Board Attorney regarding designating an employee to serve as the *law enforcement unit* ~~in order~~ to maintain the security camera and determine the appropriate circumstances in which the school would disclose recorded images.
4. Any information, either written or oral, received from law enforcement officials pursuant to 105 ILCS 5/22-20 concerning a student less than the age of 18 years who has been arrested or taken into custody. 23 Ill.Admin.Code §375.10. [2]

C. Eligible Students Accorded the Rights of Parent/Guardian

All rights and privileges concerning school student records that are accorded to parents/guardians become exclusively those of the student when the student reaches 18 years of age, graduates from high school, marries, or enters military service, whichever occurs first. 105 ILCS 10/2(g). Such students are called *eligible students* in this procedure.

D. Official Records Custodians

Each Building Principal is designated the Official Records Custodian for his or her respective school and has the duties, without limitation, listed below. [3]

1. Is responsible for the maintenance, care, and security of all school student records, whether or not the records are in his or her personal custody or control, and shall take all reasonable measures to protect school student records through administrative, technical, and security

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[2] Many lawyers believe that once these records are received by a school, they are protected as education records under the federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. §1232g). Consult the board attorney for advice.

[3] For districts that have a single District-level records custodian rather than one at each school, use the following alternative sentence: "The District's Official Records Custodian or designee(s) has the duties, without limitation, listed below."

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safeguards against risks, such as unauthorized access, release, or use. 105 ILCS 10/4(a) and (b); 23 Ill.Admin.Code §375.40(g).

2. Reviews student temporary records at least every four years, or upon a student's change in attendance centers, whichever occurs first, to verify entries and to eliminate or correct all out-of-date, misleading, inaccurate, unnecessary, or irrelevant information. The records review is required in any given school year at the time a student first changes attendance centers within the District, but it does not need to be conducted if the student enrolls in a different attendance center later in that same school year. 23 Ill.Admin.Code §375.40(b).
3. When requested by the Ill. Dept. of Children and Family Services (DCFS) due to an indicated finding being overturned in an appeal or hearing, purges DCFS's final finding report from the student's record in accordance with the Ill. School Student Records Act (105 ILCS 10/) on the date of expungement provided by the report. 325 ILCS 5/8.6, amended by P.A. 103-624.
4. Manages requests to access school student records.
5. Transfers a certified copy of the records of students transferring to another school and retains the original records.
6. Provides all required notices to parents/guardians and students, including without limitation, each of the following:
    a. Upon initial enrollment or transfer to the school and annually thereafter, notification of rights concerning school student records; the notification may be delivered by any means likely to reach parents, including direct mail or email, delivery by the student to the parent, or incorporation into a student handbook. 23 Ill.Admin.Code §375.30; 34 C.F.R. §99.7.
    b. Annual notification of information that is considered to be *directory information* and of the procedures to be used by parents/guardians to request that specific information not be released. 23 Ill.Admin.Code §375.80.
    c. Notification to secondary students and their parents/guardians that they may opt out of the disclosure of students' names, addresses, electronic mail (email) addresses, birth dates, and telephone listings to military recruiters and institutions of higher learning by submitting a written request that such information not be released without the prior written consent of the parent/guardian. 20 U.S.C. §7908; 10 U.S.C. §503(c); 105 ILCS 5/10-20.5a, amended by P.A. 104-15.
    d. Notification of their right to a hearing to challenge any entry in the school student records (except for academic grades) and Official Records Custodian's name and contact information. 23 Ill.Admin.Code §375.90.
    e. Upon a student's graduation, transfer, or permanent withdrawal, notification to the parents/guardians, and if the student is in the legal custody of DCFS, DCFS' Office of Education and Transition Services, of the destruction schedule for the student's permanent and temporary school student records and of their right to request a copy. Notice to parents/guardians or the student may be provided through: (1) the school's parent or student handbook, (2) publication in a newspaper published in the District or, if no newspaper is published in the District, in a newspaper of general circulation within the district, (3) U.S. mail delivered to the last known address of the parent/guardian or student, or (4) other

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means provided notice is confirmed to have been received, e.g., hand delivery, return receipt, or read receipt email. 105 ILCS 10/4(h); 23 Ill.Admin.Code §375.40(c). [4]

7. Takes all action necessary to ensure that school personnel are informed of the provisions of the School Student Records Act. 105 ILCS 10/3(c).
8. Performs all actions required of the District described in this procedure and the laws governing school student records.

The Building Principal may delegate any of these duties to an appropriate staff member but shall remain responsible for the duties' execution.

E. Maintenance of School Student Records 105 ILCS 10/2; 23 Ill.Admin.Code §375.10.

The District maintains two types of school records for each student: a *permanent* record and a *temporary* record.

The *student permanent record* shall consist of the following:

1. Basic identifying information, including the student's name and address, birth date and place, gender, and the names and addresses of the student's parent(s)/guardian(s).
2. Evidence required by the Missing Children Records Act. 325 ILCS 50/5(b)(1).
3. Academic transcripts, including: grades, graduation date, and grade level achieved; as applicable, and if allowed by District policy, scores received on college entrance examinations if that inclusion is requested in writing by an eligible student or the student's parent/guardian[5]; the unique student identifier assigned and used by ISBE's Student Information System (23 Ill.Admin.Code §1.75); as applicable, designation of an Advanced Placement computer science course as a mathematics-based, quantitative course for purposes of meeting State graduation requirements set forth in 105 ILCS 5/27-60522, renumbered by P.A. 104-391; as applicable, designation of the student's achievement of the State Seal of Biliteracy, awarded in accordance with 105 ILCS 5/2-3.159 and 23 Ill.Admin.Code Part 680; as applicable, designation of the student's achievement of the State Commendation Toward Biliteracy, awarded in accordance with 23 Ill.Admin.Code §680.20(c); and as applicable, designation of the student's achievement of the Global Scholar Certification, awarded in accordance with 105 ILCS 5/2-3.169, amended by P.A. 103-979, and 23 Ill.Admin.Code §1.443.
4. Attendance record.
5. Health record, defined by ISBE rule as "medical documentation necessary for enrollment and proof of having certain examinations, as may be required under Section 27-8.1 of the [School] Code."

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[4] 105 ILCS 10/4(h) requires notice of destruction of student records also be given to DCFS when a student is in its legal custody; however, the law does not specify how that notice is to be delivered to DCFS. A district may wish to rely on item #(4) in paragraph e of this list so it has evidence the notice was received.

[5] 23 Ill.Admin.Code §375.10 provides that districts may, through board policy, allow scores received on college entrance examinations to be included on a student's academic transcript if that inclusion is requested in writing by a student, parent or person who enrolled the student. If board policy allows for the inclusion of such scores on academic transcripts, then the district's notification to parents/guardians and students of their school student records rights must include the process for requesting the inclusion. 23 Ill.Admin.Code §375.30(d)(5).

Note: Though 23 Ill.Admin.Code §375.10 uses the phrase "student, parent or person who enrolled the student," student records rights under ISSRA and FERPA attach to eligible students and their parents/guardians, not to "a person who enrolled the student" (though that person is typically a parent or guardian).

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6. Record of release of permanent record information that contains the information listed in Section I, **Record of Release**, below.
7. Scores received on all State assessment tests administered at the high school level (that is, grades 9 through 12). 105 ILCS 5/2-3.64a-5.

If not maintained in the temporary record, the *permanent record* may include:

1. Honors and awards received.
2. Information concerning participation in school-sponsored activities or athletics, or offices held in school-sponsored organizations.

No other information shall be placed in the permanent record.

The *student temporary record* contains all information not required to be kept in the student permanent record and must include:

1. Record of release of temporary record information that contains the information listed in Section I, **Record of Release**, below.
2. Scores received on the State assessment tests administered in the elementary grade levels (kindergarten through grade 8).
3. Completed home language survey. 23 Ill.Admin.Code §228.15(d).
4. Information regarding serious disciplinary infractions (that is, those involving drugs, weapons, or bodily harm to another) that resulted in expulsion, suspension, or the imposition of punishment or sanction.
5. Any final finding report received from DCFS provided to the school under the Abused and Neglected Child Reporting Act; no report other than what is required under Section 8.6 of that Act (325 ILCS 5/8.6) shall be placed in the student record. 23 Ill.Admin.Code §375.40(f).
6. Information concerning a student's status and related experiences as a parent, expectant parent, or victim of domestic or sexual violence, as defined in 105 ILCS 5/26A, including a statement of the student or any other documentation, record, or corroborating evidence and the fact that the student has requested or obtained assistance, support, or services related to that status. 105 ILCS 10/2(f), ~~amended by P.A. 102-466,~~ a/k/a *Ensuring Success in School (ESS) Law*~~, eff. 7-1-25~~. See Board policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*, and the **Confidentiality** subhead of administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.
7. Any biometric information that is collected in accordance with 105 ILCS 5/10-20.40.
8. Health-related information, defined by ISBE rule as "current documentation of a student's health information, not otherwise governed by the MHDDCA or other privacy laws, that includes identifying information, health history, results of mandated testing and screenings, medication dispensation records and logs, e.g., glucose readings, long-term medications administered during school hours, documentation regarding a student athlete's and his or her parents' acknowledgment of the District's concussion policy adopted under Section 22-80 of the [School] Code, and other health-related information that is relevant to school participation, e.g., nursing services plan, failed screenings, yearly sports physical exams, interim health histories for sports."

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9. Accident report, defined by ISBE rule as "documentation of any reportable student accident that results in an injury to a student, occurring on the way to or from school or on school grounds, at a school athletic event or when a student is participating in a school program or school-sponsored activity or on a school bus and that is severe enough to cause the student not to be in attendance for one-half day or more or requires medical treatment other than first aid. The accident report shall include identifying information, nature of injury, days lost, cause of injury, location of accident, medical treatment given to the student at the time of the accident, or if the school nurse has referred the student for a medical evaluation, regardless of whether the parent or guardian, student (if 18 years or older), or an unaccompanied youth has followed through on that request."
10. Any documentation of a student's transfer, including records indicating the school or school district to which the student transferred. 23 Ill.Admin.Code §375.75(e).
11. Completed course substitution form for any student who, when under the age of 18, is enrolled in vocational and technical course or a registered apprenticeship program under 23 Ill.Admin.Code Part 255 as a substitute for a high school or graduation requirement. 105 ILCS 10/4; 23 Ill.Admin.Code §1.445.
12. Information contained in related service logs maintained by the District for a student with an individualized education program under 105 ILCS 5/14-8.02f(d), including for speech and language services, occupational therapy services, physical therapy services, school social work services, school counseling services, school psychology services, and school nursing services.

The *temporary record* may also consist of:

1. Family background information
2. Intelligence test scores, group and individual
3. Aptitude test scores
4. Reports of psychological evaluations, including information on intelligence, personality, and academic information obtained through test administration, observation, or interviews
5. Elementary and secondary achievement level test results
6. Participation in extracurricular activities, including any offices held in school-sponsored clubs or organizations
7. Honors and awards received
8. Teacher anecdotal records
9. Other disciplinary information
10. Special education records
11. Records associated with plans developed under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §701 et seq.)
12. Verified reports or information from non-educational persons, agencies, or organizations of clear relevance to the student's education

F. Retention and Destruction of School Student Records

The permanent record is maintained for at least 60 years after the student transfers, graduates, or permanently withdraws. 105 ILCS 10/4(e). The temporary record is maintained for at least five

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years after the student transfers, graduates, or permanently withdraws. 105 ILCS 10/4(f). Individuals adding information to a student's temporary record must include their name, signature, and position and the date the information was added. 105 ILCS 10/4(d). Temporary records that may be of assistance to a student with a disability who graduates or permanently withdraws, may, after five years, be transferred to the parent(s)/guardian(s) or to the eligible student. Appropriate District personnel shall explain to the student and the parent/guardian the future usefulness of these records. 23 Ill.Admin.Code §375.40(d). Be sure to provide notice of destruction of school student records pursuant to 105 ILCS 10/4(h), as noted in D(6)(e), above.

G. Social Security Numbers

School officials, with limited exceptions, may not require students or their parents/guardians to provide Ssocial Ssecurity numbers. 5 ILCS 179/, Identity Protection Act. The collection and retention of Ssocial Ssecurity numbers shall be in accordance with Board policy 4:15, *Identity Protection*.

H. Access to School Student Records

The phrase "access to a school student record" means any release or disclosure of information from a student's school record, whether or not any record is copied. Access in all cases is limited to the designated portion of the record to which the consent or statutory authority applies.

Neither the District nor any of its employees shall release, disclose, or grant access to information found in any school student record except under the conditions set forth in the Ill. School Student Records Act. 105 ILCS 10/6. Absent a court order, school officials do not provide educational records to U.S. Immigration and Customs Enforcement for immigration enforcement activities.

The Building Principal shall grant access to school student records as detailed below. The Building Principal shall consult with the Superintendent and, if authorized, the Board Attorney concerning any questions.

Access to Parent/Guardian, Eligible Student, or DCFS

1. A student's parent(s)/guardian(s) or eligible student, or designee, or DCFS' Office of Education and Transition Services, when a student is in the legal custody of DCFS, are entitled to inspect and copy information in the student's school record; a student less than 18 years old may inspect or copy information in his or her permanent school record. 105 ILCS 10/5. A request to inspect or copy school student records shall be made in writing and directed to the Building Principal. Access to the records shall be granted within 10 business days after the receipt of such a request. 105 ILCS 10/5(c). The District may extend this timeline by up to five additional business days if one or more of these six reasons applies:
    a. The requested records are stored in whole or in part at other locations than the office having charge of the requested records;
    b. The request required the collection of a substantial number of specified records;
    c. The request is couched in categorical terms and requires an extensive search for the records responsive to it;
    d. The requested records have not been located in the course of routine search and additional efforts are being made to locate them;
    e. The request for records cannot be complied with by the school district within the time limits prescribed by subsection (c) without unduly burdening or interfering with the operations of the school district; or

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f. There is a need for consultation, which shall be conducted with all practicable speed, with another public body or school district among two or more components of a public body or school district having a substantial interest in the determination or in the subject matter of the request.

105 ILCS 10/5(c-5).

The District and the person making the request may also agree in writing to extend the timeline for response. Id. The response to an access request for a special education student's records shall include those school student records located in the special education office.

2. The parent(s)/guardian(s), DCFS, if applicable, or the District may request a qualified professional to be present to interpret the student's records. 105 ILCS 10/5(b). If the District makes the request, it is responsible for securing and bearing the cost of the professional's presence.

3. Unless the District has actual notice of a court order or a notice of a *parenting plan* under the Ill. Marriage and Dissolution of Marriage Act, indicating otherwise:

   a. Divorced or separated parents/guardians with and without *parental responsibility* (formerly custody) are both permitted to inspect and copy the student's school student records. 750 ILCS 5/602.11.

   b. The Building Principal shall send copies of the documents listed below to both divorced or separated parents/guardians, or if the student is in the legal custody of DCFS, DCFS' Office of Education and Transition Services, at their~~s~~ request. 105 ILCS 5/10-21.8.

      i. Academic progress reports or records

      ii. Emotional and physical health reports

      iii. Notices of school-initiated parent-teacher conferences

      iv. School calendar regarding the student

      v. Notices about open houses, graduations, and other major school-sponsored events including student-parent/guardian interaction

4. The school will deny access to a student's school records to a parent against whom an *order of protection* (OP) was issued if the OP prohibits the parent from inspecting or obtaining such records pursuant to the Domestic Violence Act of 1986 or the Code of Criminal Procedure of 1963. See the Ill. Marriage and Dissolution of Marriage Act, 750 ILCS 5/602.11(a), and 750 ILCS 60/214(b)(15), and 222(f). Also see **Orders of Protection**, below. [6]

5. Parent(s)/guardian(s) or the student, or if applicable, DCFS' Office of Education and Transition Services, shall not be granted access to confidential letters and recommendations concerning the admission to a post-secondary educational institution, applications for employment or the receipt of an honor or award which were placed in the records prior to 1-1-75, provided such letters and statements are not used for purposes other than those for which they were specifically intended. Access shall not be granted to such letters and statements entered into the record at any time if the student has waived his or her right of access after being advised of

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[6] This may conflict with FERPA in that it restricts a parent/guardian's right to access his or her child's school records more than is expressly permitted by FERPA. 20 U.S.C. §1232g(a)(1)(A), (B); 34 C.F.R. §99.10(a). Contact the board attorney for guidance.

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his or her right to obtain the names of all persons making such confidential letters and statements. 105 ILCS 10/5(e).

Access With Consent of Parent/Guardian or Eligible Student

1. Access will be granted to any person possessing a written, dated consent, signed by the parent(s)/guardian(s) or eligible student, stating to whom the records may be released, the information or record to be released, and the reason for the release. 105 ILCS 10/6(a)(8); 23 Ill.Admin.Code §375.70(e). Whenever the District requests the consent to release records, the Building Principal shall inform the parent(s)/guardian(s) or eligible student in writing of the right to inspect, copy, and challenge their contents and to limit such consent to designated portions of the records. 105 ILCS 10/6(a)(8).
2. Access to any record that is protected by the MHDDCA, specifically that of a therapist, social worker, psychologist, nurse, agency, or hospital that was made in the course of providing mental health or developmental disabilities services to a student, will be granted according to the consent requirements contained in MHDDCA. 740 ILCS 110/4 and 5.

Access Without Notification to or Consent of Parent/Guardian or Eligible Student

1. District employees or officials of the ISBE will be granted access, without parental/guardian consent or notification, when a current, demonstrable, educational, or administrative need is shown. Access in such cases is limited to the satisfaction of that need. 105 ILCS 10/6(a)(2). Individual board members do not have a right to see student records merely by virtue of their office, unless they have a current, demonstrable educational or administrative interest in the student and seeing his or her record(s) would be in furtherance of the interest. 105 ILCS 10/6(a)(2).
2. Access will be granted, without parental/guardian consent or notification, to any person for the purpose of research, statistical reporting, or planning, provided that no student or parent/guardian can be identified from the information released, and the person to whom the information is released signs an affidavit agreeing to comply with all applicable statutes and rules pertaining to school student records. 105 ILCS 10/6(a)(4).
3. Access will be granted, without parental/guardian consent or notification, to another school district that overlaps attendance boundaries with the District, if the District has entered into an intergovernmental agreement that allows for sharing of student records and information between them. 105 ILCS 10/6(a)(13). [7]
4. The District will comply with 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 without notice to or the consent of the student's parent(s)/guardian(s). 20 U.S.C. §1232(g)(j), as added by the Sec. 507 of the U.S.A. Patriot Act of 2001. An *ex parte* order is an order issued by a court of competent jurisdiction without notice to an adverse party.

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[7] For elementary or high school districts only. Intergovernmental agreements must meet the following requirements: (1) the sharing must be voluntary and at the discretion of each district; (2) the sharing of student information only applies to students that have a) been enrolled in both districts or b) would have been enrolled in both districts based on attendance boundaries, provided the parent/guardian has confirmed in writing that the student intends to enroll or has enrolled in the high school district; and (3) the sharing of student information does not exceed the scope of information that is shared among schools in a unit district. 105 ILCS 10/6(a)(13).

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5. A Serious Habitual Offender Comprehensive Action Program (SHOCAP) committee member will be granted access, but only to the extent that the release, transfer, disclosure, or dissemination is consistent with the Family Educational Rights and Privacy Act (FERPA). 105 ILCS 10/6(a)(10) allows disclosure to SHOCAP committee members who are "state and local officials and authorities" as those terms are used in FERPA. This federal law does not define "state and local officials and authorities;" rather, it limits when disclosure may be made to such officials and authorities.

6. Juvenile authorities will be granted access when necessary for the discharge of their official duties upon their request before the student's adjudication, provided they certify in writing that the information will not be disclosed to any other party except as provided under law or order of court. *Juvenile authorities* means: (a) a circuit court judge and court staff members designated by the judge; (b) parties to the proceedings under the Juvenile Court Act of 1987 and their attorneys; (c) probation officers and court appointed advocates for the juvenile authorized by the judge hearing the case; (d) any individual, public or private agency having court-ordered custody of the child; (e) any individual, public or private agency providing education, medical or mental health service to the child when the requested information is needed to determine the appropriate service or treatment for the minor; (f) any potential placement provider when such release is authorized by the court to determine the appropriateness of the potential placement; (g) law enforcement officers and prosecutors; (h) adult and juvenile prisoner review boards; (i) authorized military personnel; and (j) individuals authorized by court. 105 ILCS 10/6(a)(6.5).

7. Pursuant to federal law, m~~M~~ilitary recruiters and institutions of higher learning will be granted access to secondary students' names, addresses, and telephone numbers~~listings~~, unless the student's parent/guardian submits a written request that such information not be released without the prior written consent of the parent/guardian or eligible student. Only this written consent process may be used~~.~~; no other processes, such as an opt-in process, etc., may be used. Military recruiters also have access to secondary students' email addresses under the same conditions. Military recruiters and institutions of higher learning have access to ~~students' names, addresses, and phone numbers~~this information even if the District does not release directory information under FERPA or the Ill. School Student Records Act. 20 U.S.C. §7908; 10 U.S.C. §503(c). No later than 30 days after receiving a request for student information from military recruiters for military recruiting purposes, the District must provide access to secondary school student names, addresses, email addresses (which shall be the email addresses provided by the school, if available), and telephone and mobile phone listings, unless the student's parent/guardian submits a written request that such information not be released without the prior written consent of the parent/guardian or eligible student. 10 U.S.C. §503(c).

   Pursuant to State law, by July 1, 2026, and each July 1 thereafter, military recruiters, the Ill. Student Assistance Commission, and State public institutions of higher education will also be granted access through a secure centralized system to high school students' names, home addresses, birth dates, and telephone numbers, unless the student's parent/guardian submits a written request before the end of the students' sophomore year (or if the student is a transfer student, by another time set by the District) that such information not be released. 105 ILCS 5/10-20.5a, amended by P.A. 104-15. These entities have access to this student information even if the District does not release directory information under FERPA or the Ill. School Student Records Act.

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For more information, see exhibits 7:340-AP1, E3, *Letter to Parents and Eligible Students Concerning Military Recruiters and Postsecondary Institutions Receiving Student Directory Information;* 7:340-AP1, E4, *Frequently Asked Questions Regarding Military Recruiters Access to Students and Student Information;* ISBE Military Recruitment Access Reminder, announced in State Superintendent Smith's *Weekly Message*, 11-27-18, at: www.isbe.net/Documents/Military-Access-Reminder.pdf. ~~The requirements in this paragraph apply only if the District receives funds under the Elementary and Secondary Education Act. Id.~~

~~7.~~8. DCFS' Office of Education and Transition Services will be granted access if the student is in the legal custody of DCFS. 105 ILCS 10/6(a)(12.5).

Access Without Consent of, but With Notification to, Parent/Guardian or Eligible Student

1. In accordance with the procedures described in Section L below (Transmission of Records for Transfer Students), access will be granted, without parental/guardian consent, to the official records custodian of another school within Illinois or an official with similar responsibilities of a school outside Illinois, in which the student has enrolled or intends to enroll, upon the request of such official or student. 105 ILCS 10/6(a)(3).

2. Access will be granted pursuant to a court order, provided that the parent(s)/guardian(s) shall be given prompt written notice of such order's terms, the nature and substance of the information proposed to be released, and an opportunity to inspect and copy such records and to challenge their contents. 105 ILCS 10/6(a)(5). Parents of students who are named in a court order or parenting plan shall be deemed to have received the required written notice. The Building Principal shall respond to the order no earlier than five school days after its receipt in order to afford parents/guardians the opportunity to review, inspect, and challenge the records if the parents choose to do so. 23 Ill.Admin.Code §375.70(d).

   For the purposes of these procedures, a court order is a document signed by a judge. A subpoena signed by a court clerk, an attorney, or an administrative agency official shall not be considered a court order unless signed by a judge. 23 Ill.Admin.Code §375.40(a).

3. Information may be released without parental consent, in connection with an articulable and significant threat to the health or safety of a student or other individuals, to appropriate persons if the knowledge of the requested information is necessary to protect the health or safety of the student or other individuals. The Building Principal shall make this decision taking into consideration the seriousness of the threat to the health or safety of the student or other individuals, the need for such records to meet the emergency, whether the persons to whom such records are released are in a position to deal with the emergency, and the extent to which time is of the essence in dealing with the emergency. 105 ILCS 10/6(a)(7); 23 Ill.Admin.Code §375.60. The Building Principal shall notify the parent(s)/guardian(s) or eligible student, no later than the next school day after the date that the information is released, of the date of the release, the person, agency, or organization to whom the release was made, and the purpose of the release.

4. The District will grant access as specifically required by federal or State statute, provided the individual complies with the requirements in 23 Ill.Admin.Code §375.70(b). 105 ILCS 10/6(a)(6). Prior to granting access, the Building Principal shall provide prompt written notice to the parent(s)/guardian(s) or eligible student of this intended action. 105 ILCS 10/6(b); 23 Ill.Admin.Code §375.70. This notification shall include a statement concerning the nature and

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substance of the records to be released and the right to inspect, copy, and challenge the contents. If the release relates to more than 25 students, a notice published in the newspaper is sufficient.

The District charges $.35 per page for copying information from a student's records.[8] No parent/guardian or student shall be precluded from copying information because of financial hardship. 23 Ill.Admin.Code §375.50. **Note:** The ISBE rule allows a school to "charge the actual cost for providing a copy of school student records or any portion of such records to parents and students upon request for such copies, provided that such costs shall not exceed $.35 per page." 23 Ill.Admin.Code §375.50.

I. Record of Release [9]

Except as provided below, a record of all releases of information from school student records (including all instances of access granted whether or not records were copied) shall be kept and maintained as part of such records. 105 ILCS 10/6(c). This record shall be maintained for the life of the school student record and shall be accessible only to the parent(s)/guardian(s) or eligible student, Building Principal, or other authorized person. The record of release shall include each of the following:

1. The nature and substance of the information released;
2. The name and signature of the official records custodian releasing such information;
3. The name of the person requesting the information, in what capacity the request was made, and the purpose for the request;
4. The date of release; and
5. A copy of any consent to a release.

No record of a disclosure is maintained when records are disclosed according to the terms of an *ex parte* court order entered under 20 U.S.C. §1232g(j), *Investigation and prosecution of terrorism*. 20 U.S.C. §1232g(j)(4). [10]

J. Orders of Protection

Upon receipt of a court OP that prohibits a Respondent's access to records, the Building Principal shall file it in the temporary record of a student who is the *protected person* under the OP. No information or records shall be released to the Respondent named in the OP. 750 ILCS 60/222(f).[11]

K. Parenting Plans

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[8] Districts may substitute the following alternative: "The District charges a fee for copying school student records that corresponds to the fee schedule for copies of records requested under the Freedom of Information Act."

[9] Consult the board attorney about the need to maintain a record of release in the case of a breach of student record information. ISSRA does not address records of release for unauthorized disclosures, but FERPA requires a record of "each disclosure" of personally identifiable information from a student's education records. 105 ILCS 10/6(c); 34 C.F.R. §99.32. Guidance from the U.S. Dept. of Education indicates a record of release would be required for a data breach, see *A Parent's Guide for Understanding K-12 School Data Breaches* (2021), at: https://studentprivacy.ed.gov/resources/parents-guide-understanding-k-12-school-data-breaches.

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[10] FERPA does not require a record of disclosure in this instance, but ISSRA does not contain a similar exception. Consult the board attorney for guidance when presented with an *ex parte* order under 20 U.S.C. §1232g(j).

[11] See f/n 6 above.

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Upon receipt of a parenting plan under the Ill. Marriage and Dissolution of Marriage Act (750 ILCS 5/), the Building Principal shall file it in the temporary record of a student who is the subject of the parenting plan.

L. Transmission of Records for Transfer Students 105 ILCS 10/6(a)(3); 23 Ill.Admin.Code §§375.70 and 375.75.

The Building Principal shall:

1. Within 14 calendar days after enrolling a transfer student, request directly from the student's previous school a certified copy of the student's record. The District shall exercise due diligence in obtaining the copy of the record requested.
2. Upon the student's request or that of the official records custodian of another school in which the student has enrolled or intends to enroll, within 10 calendar days, transfer a certified copy of the student's record (that is, the student's permanent and temporary record) to the official records custodian of the appropriate school and retain the original records. The records transfer is subject to prior notice to the student's parent(s)/guardian(s) as described above in Section H (Access to School Student Records). See Board policy 7:50, *School Admissions and Student Transfers To and From Non-District Schools.*
3. Determine if the school or special education office has any record that is protected by the MHDDCA concerning the transferring student, specifically a record or report made by a therapist, social worker, psychologist, nurse, agency, or hospital that was made in the course of providing mental health or developmental disabilities services. If so, ask the appropriate person as identified in 740 ILCS 110/4 whether to send the record protected by MHDDCA to the new school and, if *yes*, obtain a written consent for disclosure as provided in 740 ILCS 110/5.

   This requirement does not apply to special education records and reports that are related to the identification, evaluation, or placement of, or the provision of a free and appropriate public education to, students with disabilities. 23 Ill.Admin.Code §375.10.
4. Provide the parent/guardian or eligible student prior written notice of the nature and substance of the information to be transferred and opportunity to inspect, copy, and challenge it. If the parent's/guardian's address is unknown, notice may be served upon the official records custodian of the requesting school for transmittal to the parent/guardian. This service is deemed conclusive, and 10 calendar days after this service, if the parents/guardians make no objection, the records may be transferred to the requesting school.
5. Destroy any biometric information collected and do not transfer it to another school district.
6. Refrain from transferring the records if a student's record has been flagged as a "missing child" as provided in Section 5 of the Missing Children Records Act and Section 5 of the Missing Children Registration Law. The District shall notify the Ill. State Police or the local law enforcement authority of the request.
7. Retain the original records in accordance with the requirements of 105 ILCS 10/4.
8. Include information about whether or not the student is *in good standing* and whether or not the student's medical records are up-to-date and complete. 105 ILCS 5/2-3.13a.
9. Maintain any documentation of the student's transfer, including records indicating the school or school district to which the student transferred, in that student's temporary record.

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If the student has unpaid fines, fees, or tuition charged pursuant to 105 ILCS 5/10-20.12a and is transferring to a public school located in Illinois or any other state, the Building Principal shall, unless otherwise prohibited by State law (23 Ill.Admin.Code §375.75(i)): [12]

1. Transfer the student's *unofficial record of student grades* in lieu of the student's official transcript of scholastic records. The *unofficial record of student grades* means written information relative to the grade levels and subjects in which a student was enrolled and the record of academic grades achieved by that student prior to transfer. These records shall also include the school's name and address, the student's name, the name and title of the school official transmitting the records, and the transmittal date.
2. Within 10 calendar days after the student has paid all of his or her unpaid fines or fees and at this District's own expense, forward the student's official transcript of scholastic records to the student's new school.

The Building Principal shall include the following information with the transferred records if the student is transferring to another public school located in Illinois or any other state and at the time of the transfer is currently serving a term of suspension or expulsion for any reason: 105 ILCS 5/2-3.13a; 23 Ill.Admin.Code §375.75(j).

1. The date and duration of the period of any current suspension or expulsion; and
2. Whether the suspension or expulsion is for: (a) knowingly possessing in a school building or on school grounds a weapon as defined in the Gun Free Schools Act (20 U.S.C. §7961 et seq.); (b) knowingly possessing, selling, or delivering in a school building or on school grounds a controlled substance or cannabis; or (c) battering a school staff member.

M. Directory Information[13] 23 Ill.Admin.Code §375.80

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[12] Optional. 105 ILCS 5/10-20.9a(c) and (d), inoperative "on and after three years" from 5-6-22, prohibits public high schools from withholding a student's grades, transcripts, or diploma because of an unpaid balance on the student's school account. See sample policy 6:280, *Grading and Promotion*, at f/n 3, for a discussion about the expiration date of this law. Districts are also prohibited from withholding student records, transcripts, or diplomas because the student's parents are unable to pay required *fees*. 23 Ill.Admin.Code §1.245(g)~~105 ILCS 5/28-19.2~~. See sample policy 4:140, *Waiver of Student Fees*, at f/n 1, for more information about the definition of *fees*. Fees, for example, do not include library fines, which could be reflected in a student's account. 23 Ill.Admin.Code §1.245(a)(2). These statutes refer generically to *transcripts*; they do not distinguish between *unofficial* and *official transcripts*. Consult the board attorney for advice on a district's ability to withhold official transcripts from students under 23 Ill.Admin.Code §375.75(i).

[13] Districts are not required to identify and release directory information. **Be sure that the board policy provides for the release of directory information before including this section.** See sample policy 7:340, *Student Records*. There has been at least one instance in Illinois in which parents were upset that their school district released students' names and addresses pursuant to a Freedom of Information Act (FOIA) request. FOIA contains an exemption for home addresses. Many lawyers, however, say that a district must release student information pursuant to a FOIA request when each of the following has occurred: the FOIA request seeks information that is included in the district's definition of student directory information, the district notified parents that it releases directory information, and the parents did not opt out of allowing directory information to be released concerning their child. An opinion from the Ill. Public Access Counselor (PAC) supports that a district may not rely on the FOIA exemption for home addresses. PAO 12-3.

Delete the specific types of information that the district does not want released, such as *address*, from the list of information designated as *directory information*. Realize, however, that if the information identified as directory information is too limited, the district may be prohibited from publishing information about specific students.

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The District may release certain directory information regarding students as permitted by law, except that a student's parent(s)/guardian(s) may prohibit the release of the student's directory information. Directory information is limited to: [14]

1. Student's Name
2. Student's Address
3. Student's Grade level
4. Student's Birth date and place
5. Parent(s)/guardian(s)' names, addresses, electronic mail addresses, and telephone numbers
6. Photographs, videos, or digital images used for informational or news-related purposes (whether by a media outlet or by the school) of a student participating in school or school-sponsored activities, organizations, and athletics that have appeared in school publications, such as yearbooks, newspapers, or sporting or fine arts programs
7. Academic awards, degrees, and honors
8. Information in relation to school-sponsored activities, organizations, and athletics
9. Major field of study
10. Period of attendance in school

No photograph highlighting individual faces shall be used for commercial purposes, including solicitation, advertising, promotion, or fundraising, without the prior, specific, dated, and written consent of the parent or eligible student (see 765 ILCS 1075/30). 23 Ill.Admin.Code §375.80. The following shall not be designated as directory information: (a) an image on a school security video, or (b) student Ssocial Ssecurity number or student identification or unique student identifier. Id.

The notification to parents/guardians and students concerning school student records, provided upon initial enrollment or transfer to the school and annually thereafter, will inform them of their right to opt out of the release of directory information. See exhibit 7:340-AP1, E1, *Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records*.

N. Student Record Challenges

Parents/guardians have the right to a hearing to challenge the accuracy, relevancy, or propriety of any entry in their student's school records, exclusive of academic grades and references to expulsions or out-of-school suspensions, if the challenge is made at the time the student's school

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[14] 23 Ill.Admin.Code 375.80(a)(1) no longer includes *gender* as information which may be designated as directory information. This is consistent with attorneys' views that Illinois' past practice of including *gender* within directory information may have violated FERPA. FERPA regulations provide that directory information "means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed" and it "includes, but is not limited to, the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; grade level; enrollment status, e.g., undergraduate or graduate, full-time or part-time; dates of attendance; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors, and awards received; and the most recent educational agency or institution attended." 34 C.F.R. §99.3. Though FERPA regulations do not explicitly preclude the designation of *gender* as directory information, U.S. Dept. of Educ. (DOE) guidance has consistently advised schools not to disclose a student's sex as directory information because it would be considered harmful or an invasion of privacy. See *Letter to Institutions of Postsecondary Education*, DOE Family Policy Compliance Office (Sept. 2009). Consult the board attorney about the practical implementation of this issue. Some attorneys, for example, believe photos of the "Girls Volleyball Team" may contradict DOE guidance.

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student records are forwarded to another school to which the student is transferring. 105 ILCS 10/7; 23 Ill.Admin.Code §375.90. A request for a hearing should be submitted to the Superintendent and shall contain notice of the specific entry or entries to be challenged and the basis of the challenge. The following procedures apply to a challenge: Id.

1. The Superintendent or designee will invite the parent(s)/guardian(s) to an initial informal conference, within 15 school days of receipt of the request for a hearing.
2. If the challenge is not resolved by the informal conference, formal procedures shall be initiated. The Superintendent will appoint a hearing officer, who is not employed in the attendance center in which the student is enrolled.
3. The hearing officer will conduct a hearing within a reasonable time, but no later than 15 days after the informal conference, unless an extension of time is agreed upon by the parent(s)/guardian(s) and school officials. The hearing officer shall notify parents and school officials of the time and place of the hearing.
4. At the hearing, each party shall have the right to:
   a. Present evidence and to call witnesses;
   b. Cross-examine witnesses;
   c. Counsel;
   d. A written statement of any decision and the reasons therefore; and
   e. Appeal an adverse decision to an administrative tribunal or official to be established or designated by the State Board.
5. A verbatim record of the hearing shall be made by a tape recorder or a court reporter. A transcript may be prepared by either party in the event of an appeal of the hearing officer's decision. However, a transcript is not required in an appeal.
6. The written decision of the hearing officer shall, no later than 10 school days after the conclusion of the hearing, be transmitted to the parent(s)/guardian(s) and the School District. It shall be based solely on the information presented at the hearing and shall be one of the following:
   a. To retain the challenged contents of the school student record;
   b. To remove the challenged contents of the school student record; or
   c. To change, clarify, or add to the challenged contents of the school student record.
7. Any party has the right to appeal the decision of the local hearing officer to the Regional Superintendent or appropriate Intermediate Service Center Executive Director, within 20 school days after the decision is transmitted to the parties. The parent(s)/guardian(s), if they appeal, shall so inform the District and within 10 school days the school shall forward a transcript of the hearing, a copy of the record entry in question, and any other pertinent materials to the Regional Superintendent or appropriate Intermediate Service Center. The District may initiate an appeal by the same procedures.
8. The final decision of the Regional Superintendent or appropriate Intermediate Service Center Executive Director may be appealed to the circuit court of the county in which the District is located.

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9. The parent(s)/guardian(s) may insert a written statement of reasonable length describing their position on disputed information. The District will include a copy of the statement in any release of the information in dispute. 105 ILCS 10/7(d).

LEGAL REF.: 10 U.S.C. §503.
20 U.S.C. §1232g, Family Education Rights and Privacy Act; 34 C.F.R. Part 99.
20 U.S.C. §7908.
105 ILCS 5/10-20.5a.
105 ILCS 10/, Illinois School Student Records Act; 23 Ill.Admin.Code Part 375.
740 ILCS 110/, Mental Health and Developmental Disabilities Confidentiality Act.
750 ILCS 5/, Illinois Marriage and Dissolution of Marriage Act.

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Students

Exhibit - Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records [1]

Upon the initial enrollment or transfer of a student to the school and annually thereafter, the school must notify the student and the student's parents/guardians of their rights concerning school student records. This notification may be distributed by any means likely to reach parents/guardians.

The contact information for each School's Official Records Custodian follows:

_____

_____

_____

This notice contains a description of your and your child's rights concerning school student records.

A *school student record* is any writing or other recorded information concerning a student and by which a student may be individually identified that is maintained by a school or at its direction or by a school employee, regardless of how or where the information is stored, except for certain records kept in a staff member's sole possession; records maintained by law enforcement officers working in the school; video and other electronic recordings that are created in part for law enforcement, security, or safety reasons or purposes; and electronic recordings made on school buses. The District maintains two types of school records for each student: *permanent record* and *temporary record*.

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The *permanent record* includes:

1. Basic identifying information, including the student's name and address, birth date and place, gender, and the names and addresses of the student's parents/guardians.
2. Evidence required under the Missing Children Records Act. 325 ILCS 50/5(b)(1).
3. Academic transcripts, including: grades, graduation date, and grade level achieved;[2] the unique student identifier assigned and used by the Ill. State Board of Education (ISBE) Student

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[1] This notification is based on the *Model Notification* published by the U.S. Dept. of Education. Changes were made to this exhibit comply with the Ill. School Student Records Act (ISSRA, 105 ILCS 10/) and the ISBE rule mandating this notification (23 Ill.Admin.Code §375.30(d)). To obtain the legal citations for this exhibit's provisions, see sample administrative procedure 7:340-AP1, *School Student Records*, which is annotated with citations to controlling rules and statutes.

Customize this notice to reflect the district's practice, particularly to specify the district's treatment of records that the law: (1) permits to be kept as either permanent records or temporary records; and (2) allows to be kept as directory information.

[2] 23 Ill.Admin.Code §375.10 provides that districts may, through board policy, allow scores received on college entrance examinations to be included on a student's academic transcript if that inclusion is requested in writing by a student, parent or person who enrolled the student. If the board allows written requests to include college entrance examination scores on students' transcripts, insert the following phrase into #3:

> scores received on college entrance examinations if that inclusion is requested in writing by an eligible student or the student's parent/guardian;

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Information System; as applicable, designation of an Advanced Placement computer science course as a mathematics-based, quantitative course for purposes of meeting State graduation requirements set forth in 105 ILCS 5/27-60522; as applicable, designation of the student's achievement of the State Seal of Biliteracy, awarded in accordance with 105 ILCS 5/2-3.159; as applicable, designation of the student's achievement of the State Commendation Toward Biliteracy; and as applicable, designation of the student's achievement of the Global Scholar Certification, awarded in accordance with 105 ILCS 5/2-3.169.

4. Attendance record.
5. Health record defined by ISBE as "medical documentation necessary for enrollment and proof of dental examinations, as may be required under Section 27-8.1 of the School Code."
6. Record of release of permanent record information that includes each of the following:
    a. The nature and substance of the information released;
    b. The name and signature of the official records custodian releasing such information;
    c. The name and capacity of the requesting person and the purpose for the request;
    d. The date of release; and
    e. A copy of any consent to a release.
7. Scores received on all State assessment tests administered at the high school level (that is, grades 9 through 12). 105 ILCS 5/2-3.64a-5.

If not maintained in the *temporary record*, the *permanent record* may include:

1. Honors and awards received.
2. Information concerning participation in school-sponsored activities or athletics, or offices held in school-sponsored organizations.

All information not required to be kept in the student *permanent record* is kept in the student *temporary record* and must include:

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1. Record of release of temporary record information that includes the same information as listed above for the record of release of permanent records.
2. Scores received on the State assessment tests administered in the elementary grade levels (that is, kindergarten through grade 8).
3. Completed home language survey.
4. Information regarding serious disciplinary infractions (that is, those involving drugs, weapons, or bodily harm to another) that resulted in expulsion, suspension, or the imposition of punishment or sanction.
5. Any final finding report received from a Child Protective Service Unit provided to the school under the Abused and Neglected Child Reporting Act; no report other than what is required under Section 8.6 of that Act (325 ILCS 5/8.6) shall be placed in the student record.
6. Information concerning a student's status and related experiences as a parent, expectant parent, or victim of domestic or sexual violence, as defined in 105 ILCS 5/26A, including a statement of the student or any other documentation, record, or corroborating evidence and the fact that the student has requested or obtained assistance, support, or services related to that status.
7. Any biometric information that is collected in accordance with 105 ILCS 5/10-20.40.
8. Health-related information, defined by the ISBE as "current documentation of a student's health information, not otherwise governed by the Mental Health and Developmental Disabilities

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Note: Though 23 Ill.Admin.Code §375.10 uses the phrase "student, parent or person who enrolled the student," student records rights under ISSRA and the federal Family Educational Rights and Privacy Act (FERPA, (20 U.S.C. 1232g) attach to *eligible students* and their parents/guardians, not to "a person who enrolled the student" (though that person is typically a parent or guardian).

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Confidentiality Act or other privacy laws, that includes identifying information, health history, results of mandated testing and screenings, medication dispensation records and logs, e.g., glucose readings, long-term medications administered during school hours, documentation regarding a student athlete and his or her parent/guardian's acknowledgment of the District's concussion policy adopted under 105 ILCS 5/22-80 and other health-related information that is relevant to school participation, e.g., nursing services plan, failed screenings, yearly sports physical exams, interim health histories for sports."

9. Accident report, defined by the ISBE as "documentation of any reportable student accident that results in an injury to a student, occurring on the way to or from school or on school grounds, at a school athletic event, or when a student is participating in a school program or school-sponsored activity or on a school bus and that is severe enough to cause the student not to be in attendance for one-half day or more or requires medical treatment other than first aid. The accident report shall include identifying information, nature of injury, days lost, cause of injury, location of accident, medical treatment given to the student at the time of the accident, or if the school nurse has referred the student for a medical evaluation, regardless of whether the parent or guardian, student (if 18 years or older), or an unaccompanied homeless youth … has followed through on that request."
10. Any documentation of a student's transfer, including records indicating the school or school district to which the student transferred.
11. Completed course substitution form for any student who, when under the age of 18, is enrolled in vocational and technical course or a registered apprenticeship program under 23 Ill.Admin.Code Part 255 as a substitute for a high school or graduation requirement.
12. Information contained in related service logs maintained by the District for a student with an individualized education program under 105 ILCS 5/14-8.02f(d), including for speech and language services, occupational therapy services, physical therapy services, school social work services, school counseling services, school psychology services, and school nursing services.[3]

The *temporary record* may include:

1. Family background information
2. Intelligence test scores, group and individual
3. Aptitude test scores
4. Reports of psychological evaluations, including information on intelligence, personality, and academic information obtained through test administration, observation, or interviews
5. Elementary and secondary achievement level test results
6. Participation in extracurricular activities, including any offices held in school-sponsored clubs or organizations
7. Honors and awards received
8. Teacher anecdotal records
9. Other disciplinary information
10. Special education records
11. Records associated with plans developed under section 504 of the Rehabilitation Act of 1973
12. Verified reports or information from non-educational persons, agencies, or organizations of clear relevance to the student's education

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[3] 105 ILCS 10/2(f).

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The Family Educational Rights and Privacy Act (FERPA) and the Ill. School Student Records Act (ISSRA) afford parents/guardians and students over 18 years of age (*eligible students*) certain rights with respect to the student's school records. They are:

1. **The right to inspect and copy the student's education records within 10 business days after the date the District receives a request for access.**
   The degree of access a student has to his or her records depends on the student's age. Students less than 18 years of age have the right to inspect and copy only their permanent record. Students 18 years of age or older have access and copy rights to both permanent and temporary records. Parents/guardians or students should submit to the Building Principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The Principal will make arrangements for access and notify the parent(s)/guardian(s) or student of the time and place where the records may be inspected. The District shall make the records available to inspect and copy within 10 business days, unless the District extends the response timeline to 15 business days in accordance with ISSRA. The District charges $.35 per page for copying but no one will be denied their right to copies of their records for inability to pay this cost.
   These rights are denied to any person against whom an order of protection has been entered concerning a student. 105 ILCS 5/10-22.3c and 10/5(a); 750 ILCS 60/214(b)(15). [4]
2. **The right to request the amendment of the student's education records that the parent(s)/guardian(s) or eligible student believes are inaccurate, irrelevant, or improper.**
   Parents/guardians or eligible students may ask the District to amend a record that they believe is inaccurate, irrelevant, or improper. They should write the Building Principal or the Official Records Custodian, clearly identify the record they want changed, and specify the reason.
   If the District decides not to amend the record as requested by the parents/guardians or eligible student, the District will notify the parents/guardians or eligible student of the decision and advise him or her of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent(s)/guardian(s) or eligible student when notified of the right to a hearing.
3. **The right to permit disclosure of personally identifiable information contained in the student's education records, except to the extent that the FERPA or ISSRA authorizes disclosure without consent.**
   Disclosure without consent is permitted to school officials with legitimate educational or administrative interests. A school official is a person employed by the District as an

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[4] 23 Ill.Admin.Code §375.10 provides that districts may, through board policy, allow scores received on college entrance examinations to be included on a student's academic transcript if that inclusion is requested in writing by a student, parent or person who enrolled the student. If the board allows written requests to include college entrance examination scores on students' transcripts, insert the following as right #2 and renumber the following list items:

2. **The right to have one or more scores received on college entrance examinations included on the student's academic transcript.**
   Parents/guardians or eligible students may have one or more scores on college entrance exams included on their student's academic transcript. Students often take college entrance examinations multiple times to improve their results. Test publishers provide the results from each examination taken to the student's high school. A parent/guardian or eligible student may want certain scores to be included on academic transcripts sent to postsecondary institutions to which the student applies. The District will include scores on college entrance examinations upon the written request of the parent/guardian or eligible student stating the name of each college entrance examination that is the subject of the request and the dates of the scores that are to be included.

Note: Though 23 Ill.Admin.Code §375.10 uses the phrase "student, parent or person who enrolled the student," student records rights under ISSRA and FERPA attach to *eligible students* and their parents/guardians, not to "a person who enrolled the student" (though that person is typically a parent or guardian).

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administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board. A school official may also include a volunteer, contractor, or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of personally identifiable information from education records (such as an attorney, auditor, medical consultant, therapist, or educational technology vendor); or any parents/guardians or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. Individual board members do not have a right to see student records merely by virtue of their office unless they have a current demonstrable educational or administrative interest in the student and seeing his or her record(s) would be in furtherance of the interest.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility or contractual obligations with the District.

Upon request, the District discloses education records without consent to officials of another school district in which a student has enrolled or intends to enroll, as well as to any person as specifically required by State or federal law. Before information is released to these individuals, the parents/guardians will receive prior written notice of the nature and substance of the information, and an opportunity to inspect, copy, and challenge such records.

When a challenge is made at the time the student's records are being forwarded to another school to which the student is transferring, there is no right to challenge: (1) academic grades, or (2) references to expulsions or out-of-school suspensions.

Disclosure is also permitted without consent to: any person for research, statistical reporting or planning, provided that no student or parent(s)/guardian(s) can be identified; to another school district that overlaps attendance boundaries with the District, if the District has entered into an intergovernmental agreement that allows for sharing of student records and information with the other district;[5] any person named in a court order; appropriate persons if the knowledge of such information is necessary to protect the health or safety of the student or other persons; and juvenile authorities when necessary for the discharge of their official duties who request information before adjudication of the student.

4. **The right to a copy of any school student record proposed to be destroyed or deleted.**
   The permanent record is maintained for at least 60 years after the student transfers, graduates, or permanently withdraws. The temporary record is maintained for at least five years after the student transfers, graduates, or permanently withdraws. Temporary records that may be of assistance to a student with a disability who graduates or permanently withdraws, may, after five years, be transferred to the parent(s)/guardian(s) or to the student, if the student has succeeded to the rights of the parent(s)/guardian(s). Student temporary records are reviewed every four years or upon a student's change in attendance centers, whichever occurs first.
5. **The right to prohibit the release of directory information concerning the parent's/ guardian's child.** [6]
   Throughout the school year, the District may release *directory information* regarding its students, limited to:

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[5] For elementary and high school districts only.

[6] Districts are not required to identify and release directory information. **Be sure that the board policy provides for the release of directory information before including this right.** See ~~sample~~ policy 7:340, *Student Records*.

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Name
Address
Grade level
Birth date and place
Parent(s)'/guardian(s)' names, addresses, electronic mail addresses, and telephone numbers
Photographs, videos, or digital images used for informational or news-related purposes (whether by a media outlet or by the school) of a student participating in school or school-sponsored activities, organizations, and athletics that have appeared in school publications, such as yearbooks, newspapers, or sporting or fine arts programs
Academic awards, degrees, and honors
Information in relation to school-sponsored activities, organizations, and athletics
Major field of study
Period of attendance in school

Any parent/guardian or eligible student may prohibit the release of any or all of the above information by delivering a written objection to the Building Principal within 30 days of the date of this notice. No directory information will be released within this time period, unless the parent/guardian or eligible student is specifically informed otherwise.

No photograph highlighting individual faces is allowed for commercial purposes, including solicitation, advertising, promotion or fundraising without the prior, specific, dated and written consent of the parent or student, as applicable; and no image on a school security video recording shall be designated as directory information.

6. **The right to request that military recruiters, ~~or~~ institutions of higher learning, and the Ill. Student Assistance Commission not be granted access to your secondary school student's name, address, electronic mail (email) addresses, ~~and~~ telephone numbers, and birth date without your prior written consent.**
   Federal law requires a secondary school to grant military recruiters and institutions of higher learning, upon their request, access to secondary school students' names, addresses, email addresses, and telephone numbers, unless the student's parent/guardian, or a student who is 18 years of age or older, submits a written request that the information not be released without the prior written consent of the parent/guardian or eligible student. Similarly, State law requires a secondary school to provide to military recruiters, public institutions of higher education, and the Ill. Student Assistance Commission access to the same types of information, in addition to a secondary student's birth date, unless the student's parent/guardian submits a written request before the end of the student's sophomore year (or if the student is a transfer student, by another time set by the District) that such information not be released. If you wish to opt your child out of the release of this information so that it is not released without your prior written consent, notify the Building Principal where your student is enrolled for further instructions.
7. **The right contained in this statement: No person may condition the granting or withholding of any right, privilege or benefits or make as a condition of employment, credit, or insurance the securing by any individual of any information from a student's temporary record which such individual may obtain through the exercise of any right secured under State law.**
8. **The right to file a complaint with the U.S. Dept. of Education concerning alleged failures by the District to comply with the requirements of FERPA.**
   The name and address of the Office that administers FERPA is:

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U.S. Department of Education
Student Privacy Policy Office
400 Maryland Avenue, SW
Washington DC 20202-8520

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Students

Exhibit - Letter to Parents and Eligible Students Concerning Military Recruiters and Postsecondary Institutions Receiving Student Directory Information

For ease of administration, this letter combines the parent/guardian notices required by 10 U.S.C. §503(c), 20 U.S.C §7908, and 105 ILCS 5/10-20.5a, amended by P.A. 104-15.

On District letterhead

Date

Re: Military Recruiters and Postsecondary Institutions Receiving Student Directory Information

Dear Parents/Guardians:

~~From time to time~~Periodically, military recruiters and postsecondary educational institutions, including in conjunction with the Ill. Student Assistance Commission (ISAC), are granted access to some or all of the following information: the names, telephone numbers, addresses, birth dates, and electronic mail (email) addresses of our secondary students. This information is used for recruiting purposes and/or to inform students of educational and career opportunities. The school must provide this information unless the parent/guardian, or the student if he/she has attained the age of 18, submits a written request that the student's records not be released without their prior written consent.

Important: If you do not want military recruiters, ~~or~~ institutions of higher learning, or ISAC to be given your secondary school student's name, telephone number, address, birth date, and/or email address, ~~and telephone number~~ without your prior written consent, please complete the form below and return it to the Building Principal.

Sincerely,

Superintendent

To be completed and submitted to the Building Principal.

For parents/guardians:

☐ **Do not** release my child's name, telephone number, address, birth date, and/or email address to military recruiters, ~~or~~ institutions of higher learning, or ISAC without first obtaining my prior written consent.

Parent/Guardian Name (*please print*)

Parent/Guardian Signature (*if student is under age 18*) Date

For ~~S~~students age 18 or older:

☐ **Do not** release my name, telephone number, address, birth date, and/or email address to military recruiters, ~~or~~ institutions of higher learning, or ISAC without first obtaining my prior written consent.

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Student Name (*please print*)	Student ID Number
Student Signature (*if student is age 18 or older*)	Date

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Students

Exhibit - Frequently Asked Questions Regarding Military Recruiter Access to Students and Student Information [1]

1. **What does the ~~Elementary and Secondary Education Act~~law require of schools with regard to allowing military recruiters access to students?**
   Schools receiving funds under the federal Elementary and Secondary Education Act (ESEA) must: (1) give military recruiters the same access to secondary school students as they provide to postsecondary educational institutions or to prospective employers or an institution of higher education, and (2) provide students' names, addresses, electronic mail (email) addresses (which must be the email addresses provided by the school, if available), and telephone listings (numbers) to military recruiters, when requested, unless parents/guardians or the student (18 years or older) have opted out (see Question 2, below). 20 U.S.C. §7908; 10 U.S.C. §503(c). Federal law requires schools to give military recruiters access to this information no later than 30 days after receiving a request from them. 10 U.S.C. §503(c)(1)(A)(iii). State law also requires schools to give access to this information, as well as students' birth dates, to military recruiters beginning on July 1, 2026, and every July 1 thereafter. 105 ILCS 5/10-20.5a.
2. **What information about students (and which students) must be disclosed to military recruiters by our administration?**
   Secondary schools must disclose names, addresses, email addresses, birth dates, and telephone numbers of secondary students, unless parents/guardians, or the student if he/she has attained the age of 18 (~~an "~~*eligible student*~~"~~), have submitted a written request that the information not be released without their prior written consent.
3. **What notification must schools provide to parents/guardians and eligible students before disclosing students' names, addresses, email addresses, birth dates, and telephone numbers to military recruiters and institutions of higher education?**
   Under federal and State laws governing student records, schools must provide notice to parents/guardians and eligible students of the types of student information that it releases publicly. This type of student information, commonly referred to as *directory information*, includes names, addresses, email addresses, birth dates, and telephone numbers. The notice must include an explanation of a parent/guardian's or eligible student's right to request that the information not be disclosed without prior written consent. Under the Elementary and Secondary Education Act, schools must notify parents/guardians that the school routinely discloses names, addresses, email addresses, and telephone numbers to military recruiters and institutions of higher education upon request, subject to a parent/guardian's or eligible student's written request not to disclose such information without their prior written consent. Similarly, State law provides military recruiters and public institutions of higher education access to the same types of information, in addition to a secondary student's birth date, unless the student's parent/guardian submits a written request before the end of the student's sophomore year (or if the student is a transfer student, by another time set by the District) that such information not be released.

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[1] This document answers many questions concerning the topic for school staff members and may be distributed at will.

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A notice provided through a mailing or student handbook informing parents/guardians and eligible students of the above information is sufficient to satisfy the parental notification requirements. The notification must advise parents/guardians and eligible students how to opt out of the public, nonconsensual disclosure of directory information and the method and timeline within which to do so.

If a school does not release directory information, it still must provide students' names, addresses, email addresses, birth dates, and telephone numbers to military recruiters and institutions of higher education upon request. The school must notify parents/guardians and eligible students: (1) that it discloses information to military recruiters and institutions of higher education, and (2) that parents/guardians and eligible students have the right to opt out of this disclosure.

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4. **Does recruitment take place in a private office or out in a common area?**
   Neither federal nor State law addresses where recruitment takes place. These laws only require that guidelines imposed on military recruiters be the same as those imposed on postsecondary educational institutions recruiters and/or prospective employers. Federal law does require school districts to provide military access to career fairs or similar events upon request made by military recruiters for military recruiting purposes.
5. **How frequently are recruiters present?**
   Neither federal nor State law addresses how often recruiters may have access to students. These laws only require that guidelines imposed on military recruiters be the same as those imposed on postsecondary educational institutions and prospective employers.
6. **What information does a military recruiter request of students during the interview?**
   The type of questions military recruiters may ask students is generally not limited. Students may refuse to cooperate or even refuse to be interviewed.
7. **Can schools supervise recruiters to ensure they do not approach impressionable students too strongly?**
   Federal law does not grant authority to schools to supervise military recruiting efforts. The school may still require military and postsecondary recruiters to abide by the District's policy governing conduct on school property.
8. **What are parents' rights relative to military recruiters on campus?**
   Parents may instruct their children to forgo being interviewed by military and/or postsecondary recruiters or prospective employers.
9. **What information do schools provide to families relative to recruiting that goes on at school?**
   Aside from the notice described in #3, neither federal nor State law addresses what information schools must provide to parents regarding the recruiting that takes place at school – this is a local issue to be determined by the Superintendent or Building Principal.
10. **Where can I get more information on the requirements of 10 U.S.C. §503?**
    The Office of the Secretary of Defense may be contacted for copies of the statute, or questions relating to it. Please contact the Accession Policy Directorate as follows:
    Director, Accession Policy
    4000 Defense Pentagon
    Washington, DC 20301-4000
    Telephone: 703/695-5529
11. **Where can I get more information on the requirements of §7908 of the ESEA?**
    The Student Privacy Policy Office (SPPO in the U.S. Dept. of Education administers the Family Educational Rights and Privacy Act (FERPA) as well as 20 U.S.C. §7908. School officials with questions on this guidance, or FERPA, may contact the SPPO by submitting an

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online form at https://studentprivacy.ed.gov/contact or calling the SPPO's Student Privacy Help Desk at 1-855-249-9072.

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School Board

Exhibit - Guidance for Board Member Communications, Including Email Use [1]

The Open Meetings Act (OMA) requires the School Board to discuss District business only at a properly noticed Board meeting. 5 ILCS 120/. Other than during a Board meeting, a majority or more of a Board quorum may not engage in contemporaneous interactive communication, whether in person or electronically, to discuss District business. This ~~G~~guidance assumes a Board has seven members and covers issues arising from Board policy 2:140, *Communications To and From the Board*.

Note: *Public records* stored by board members on personal devices (i.e., texts) or personal email accounts pose significant logistical and administrative challenges for public record preservation and certain FOIA requests. It is therefore a best practice for board members to utilize District-issued devices or District-issued email addresses for electronic communications that qualify as public records under the Freedom of Information Act (FOIA) or the Local Records Act (LRA). For that reason, the examples in this guidance focus primarily on board member email use and District-issued devices.

Communications Between or Among Board Members and/or the Superintendent Outside of a Properly Noticed Board Meeting

1. The Superintendent or designee is permitted to email information to Board members. For example, the Superintendent may email Board meeting agendas and supporting information to Board members. When responding to a single Board member's request, the Superintendent should copy all other Board members and include a do not reply all/forward alert to the group, such as: **"BOARD MEMBER ALERT: This email is in response to a request. Do not reply or forward to the group but only to the sender."** Alternatively, the Superintendent may blind carbon copy (bcc) all other board members (preventing them from replying to all) and include a similar alert to the group, such as: **"BOARD MEMBER ALERT: This email is in response to a request. To prevent replies or forwards to the group, all board members are blind carbon copied on this email. Only reply to the sender."**
2. Board members are permitted to discuss any topic~~matter~~ other than~~except~~ District business with each other, whether in person or by telephone, ~~or~~ email, text, or other electronic means, regardless of the number of members participating in the discussion. For example, they may discuss ~~league~~ sports, work, or current events.
3. Board members are permitted to provide information to each other, whether in person or by telephone, ~~or~~ email, text, or other electronic means, that relates to District business but is non-deliberative and non-substantive. Examples of this type of communication include scheduling meetings and confirming receipt of information.
4. A Board member is not permitted to discuss District business with more than one other Board member at a time, whether in person or by telephone, ~~or~~ email, text, or other electronic means.

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[1] This exhibit is not a substitute for legal advice. Use it after having a discussion with the board attorney. To prevent over-loading the District's servers with email messages, the District can annually seek authority from the Local Records Commission to dispose of "all District-wide electronic correspondence" for a year at a time. These types of records are generally not needed in the transaction of current District business, and they generally do not have sufficient administrative, legal, or fiscal value to warrant preservation. The board attorney should also be consulted on all legal issues involving the Open Meetings Act (OMA) and record retention.

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Stated another way, a Board member may discuss District business in person or by telephone, ~~or~~ email, text, or other electronic means with only one other Board member at a time. ~~However,~~

~~4.~~5. A~~a~~ Board member should not facilitate interactive communication by discussing District business in a series of visits with, or telephone calls, ~~or~~ emails, texts, or other electronic communications to, Board members individually.

6. A Board member should include a do not reply all/forward alert when emailing a message concerning District business to more than one other Board member. The following is an example of such an alert: "**BOARD MEMBER ALERT: This email is not for interactive discussion purposes. The recipient should not reply to it or forward it to any other individual.**" Alternatively, the board member may bcc the other board members and include a similar alert to the other board members, such as **"BOARD MEMBER ALERT: This email is not for interactive discussion purposes. To prevent replies or forwards to the group, all board members are blind carbon copied on this email. The recipient should not reply to it or forward it to another individual."**

~~5.~~7. Board members should not forward email received from another Board member.

When Must the Electronic Communications Sent or Received by Individual Board Members Be Disclosed Pursuant to a Freedom of Information Act (FOIA) Request?

An electronic communication must be disclosed if it is a public record as defined by FOIA, unless a specific exemption applies. A *public record* is any recorded information "pertaining to the transaction of public business, regardless of physical form or characteristics, having been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of any public body." 5 ILCS 140/2, amended by P.A. 104-438. Public records do not include *junk mail*. Junk mail includes unsolicited commercial electronic communications sent to the District that it does not respond to. Id. Email or other electronic communications sent or received by an individual Board member may be, depending on the content and circumstances, subject to disclosure as a public record (unless a FOIA exemption is applicable).

If a Board member uses a District-provided device or email address to discuss public business, the electronic communication~~email~~ is subject to disclosure under FOIA, barring an applicable exemption. If a Board member uses a private device and email address, the communication is subject to FOIA if it satisfies this test:

> **First**, the communication pertains to the transaction of public business, and
> **Second**, the communication was: (1) prepared by a public body, (2) prepared for a public body, (3) used by a public body, (4) received by a public body, (5) possessed by a public body, and/or (6) controlled by a public body.

This test is from the appellate court decision in City of Champaign v. Madigan, 992 N.E.2d 629 (Ill. App. Ct. 2013).

The following examples describe FOIA's treatment of electronic communications:

1. If an electronic communication does not pertain to public business, it is not a public record and is not subject to a FOIA request.
2. An electronic communication pertaining to public business that is:
   a. Sent and/or received by an individual Board member using a personal electronic device and personal email address while he or she is at home or work would not be a public record. Individual Board members, alone, cannot conduct school District business. As stated earlier, emails among a majority or more of a Board-quorum violate OMA and, thus, are subject to disclosure during proceedings to enforce OMA.

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b. Sent and/or received by an individual Board member on a District-issued device or District-issued email address **will be a public record** and subject to FOIA. The electronic communication is under the control of the District.
c. Received by an individual Board member on a personal electronic device and then forwarded by the Board member to a District-owned device or server **will be a public record** and subject to FOIA. The electronic communication is under the control of the District.
d. Received by an individual Board member using a personal electronic device and personal email address, and then forwarded by the Board member to enough members to constitute a majority or more of a Board-quorum **will be a public record** and subject to FOIA. The electronic communication is in the District's possession.
e. Either sent to or from a Board member's personal electronic device during a Board meeting **will be a public record** and subject to FOIA. The electronic communication is in the District's possession because Board members were functioning collectively as a public body.

The District's Freedom of Information Officer and/or Board Attorney will help determine ~~when~~ whether a specific communication must be disclosed pursuant to a FOIA request.

When Must Electronic Communications Be Retained?

~~Email~~ Electronic communications that qualify~~ies~~ under FOIA as ~~a~~ *public records* will need to be stored pursuant to the Local Records Act (LRA), only if it is evidence of the District's organization, function, policies, procedures, or activities or contains informational data appropriate for preservation. 50 ILCS 205/. An example is any email from a Board officer concerning a decision made in his or her capacity as an officer. If a Board member uses his or her personal email, he or she must copy this type of email to the appropriate District office where it will be stored. If made available, Board members should use their email accounts provided by the District, and the District will automatically store the official record messages. The District will delete these official record messages as provided in an applicable, approved **retention schedule**. Of course, email pertaining to public business that is sent or received by a Board Member using a District-issued device or email address will be subject to FOIA, even if the email does not need to be retained under the LRA.

Important: Do not destroy any ~~email~~ electronic communication concerning a topic that is being litigated without obtaining the Board A~~a~~ttorney's direction. In federal lawsuits, there is an automatic discovery of virtually all types of electronically created or stored data that might be relevant. Attorneys will generally ~~notify~~ advise their clients at the beginning of a legal proceeding that they must not ~~to~~ destroy any electronic records that might be relevant. This is referred to as a *litigation hold*. For more discussion of a litigation hold, see administrative procedure 2:250-AP2, *Protocols for Record Preservation and Development of Retention Schedules*. In addition, any person who knowingly with the intent to defraud any party destroys, removes, or conceals any public record commits a Class 4 felony. 50 ILCS 205/4.

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School Board

Exhibit - Immediately Available District Public Records and Web-Posted Reports and Records [1]

[*For use by only those districts that have websites*.]

The District's Freedom of Information Officer designates the public records that are listed in this table as being immediately available to the public. The records that are asterisked (*) are posted on the District's website and may be immediately inspected, downloaded, printed, and/or copied. Any asterisked public record is also immediately available for inspection or copying upon request at the District's administrative office during its regular business hours, provided any applicable fees are paid. Unless otherwise noted in the special instructions column, records not asterisked (*) will be provided within five business days as allowed by the Freedom of Information Act, provided any applicable fees are paid.

Web-posted records and information (use of an * is explained in the paragraph above this table)	**Web-posting statutory reference and special instructions**
*Annual schedule of regular meetings for the current school year that are posted at the beginning of each calendar or fiscal year *Public notice of each Board meeting that is posted at least 48 hours before the meeting and remains posted until the meeting is concluded *Agenda of each regular meeting that is posted at least 48 hours before a meeting and remains posted until the meeting is concluded **Note:** For school districts that do not post board meeting notices and/or agendas on a website (because they do not	5 ILCS 120/2.02.

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[1] This exhibit has two purposes: (1) to identify the data and documents that must be posted on a district's website, if the district has a website; and (2) to fulfill the requirement in the Freedom of Information Act (FOIA) for the district's FOIA officer to designate the public records that are immediately available to the public. 5 ILCS 140/3.5(a). Many attorneys agree that using the required items for web-posting is an easy and practical way for the FOIA o~~O~~fficer to develop a list of public records that are *immediately available*. Some attorneys prefer that the district also retain copies of its web-posted public records for immediate inspection and/or copying upon request at the administrative office. The introductory paragraph manages this issue by indicating that copies of certain identified public records will also be immediately available in the district's administrative office. This exhibit suggests identifying public records for immediate availability that are easily reproduced and stored, i.e., not voluminous. The FOIA ~~O~~officer should customize this list as appropriate to the district's circumstances.

Districts may respond to a FOIA request for a public record published on the district website by directing the requester to the website. However, if the requester is unable to reasonably access the record, the requester may re-submit his or her request, and the district must then make the record available for inspection and copying. See 5 ILCS 140/8.5; see also reference in Ill. Public Access Counselor binding opinion 10-1. Consult the board attorney for ideas to manage the district's specific FOIA compliance issues.

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
have a website maintained by a full-time staff member), the notice and agenda must be continuously available for public review during the entire 48-hour period preceding the meeting	
*Official open meeting minutes that are posted within 10 days of the Board's approval and remain posted for at least 60 days (required if the District has a website maintained by a full-time staff member)	5 ILCS 120/2.06(b).
*Description of the District and its records including: 1. Summary of the District's purpose 2. Functional subdivisions 3. Total amount of operating budget 4. Number and location of all of its separate offices 5. Approximate number of full- and part-time employees (see also, salary and benefits information report for the Superintendent, administrators, and teachers, District's Statement of Affairs) 6. Identification and membership of the Board 7. Brief description of the methods whereby the public may request information and public records 8. Directory information for the Freedom of Information Officer 9. Address where requests for public records should be directed 10. Fees	5 ILCS 140/4, amended by P.A. 104-438. The District must prominently post the ~~list~~ description on its website~~at each administrative office~~ and make it available for inspection and copying. If the District does not maintain a website, it must post it at each administrative office.
*A hyperlink to an email address(es) for members of the public to communicate with members of the Board	50 ILCS 205/20. The hyperlink must be easily accessible from the District's home page.
Annual budget for current fiscal year, itemized by receipts and expenditures	105 ILCS 5/17-1.2. This may be accomplished using the Ill. State Board of Education (ISBE) *School District Budget Form* (50-36) or the summary pages from it. ~~2~~

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~~2 For school officials who are concerned that some of their district's constituents may not have the proper software to access these documents, ISBE provides links to free *viewer or reader* products that support the ISBE School District Budget Form (50-36). These products can be downloaded and used to access the budget as posted on the district's website. See www.isbe.net/Pages/School-District-Joint-Agreement.aspx.~~

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
	The District must notify its students' parents/guardians when the budget is web-posted along with its website address.
*Notice of a public hearing under the Truth in Taxation Law, when applicable (required if the District has a website maintained by a full-time staff member)	35 ILCS 200/18-75, amended by P.A. 103-1018. The notice on the website must be posted for at least 30 consecutive days on or near the top of the District's website home page or on a page accessible through a direct link from the home page. The notice must be posted not more than 14 days nor less than seven days prior to the date of the public hearing. Id. at 18-80.
*Notice of public hearing on waiver or modification of a School Code mandate, when applicable	105 ILCS 5/2-3.25g(c-5). The time, date, place, and general subject matter of the public hearing must be posted at least 14 days prior to the hearing. If the District is requesting to increase the fee charged for driver education authorized pursuant to 105 ILCS 5/7-24.2, the website information must include the proposed amount of the fee the District will request. See exhibit 2:20-E, *Waiver and Modification Request Resource Guide*.
*District Report Card and a Report Card for each School (the Report Cards will be provided by ISBE by Oct. 31 of each year, unless otherwise provided by law)	105 ILCS 5/10-17a. Annually, no more than 30 calendar days after receiving the Report Cards from the State Superintendent, the District must: (1) present them at a regular Board meeting, (2) post them on the District's website, (3) make them available to a newspaper of general circulation serving the District, and (4) upon request, send them home to parents/guardians. 105 ILCS 5/10-17a(5). The District also must send a written notice home to parents/guardians stating: (1) that the Report Cards are available on the website, (2) the website's address, (3) that a printed copy will be sent upon request, and (4) the telephone number to request a printed copy. Id.

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
*Hyperlink to ISBE's Expanded High School Snapshot Report	105 ILCS 5/10-17a(7), added by P.A. 103-503. The hyperlink must be displayed in a manner that is easily accessible to the public. ISBE is required to prepare a stand-alone report covering high schools beginning ~~10-31-27~~October 27, 2027, and by October~~.~~ 31 of each subsequent year.
*The District's discipline plan and progress on the plan, in the event the District is identified by ISBE to be in the top 20% (for three consecutive years) of districts for out-of-school suspensions, out-of-school expulsions, or racial disproportionality in the use of out-of-school suspensions and expulsions	105 ILCS 5/2-3.162. If the District is required to submit a plan to ISBE, it must be approved at a public board meeting and posted on the District's website. Within one year after being identified by ISBE, the District must submit to ISBE and post on its website a progress report describing implementation of the plan and the results achieved.
*A list of all contracts in excess of $25,000 and any contracts with an exclusive bargaining representative	105 ILCS 5/10-20.44, amended by P.A. 104-261~~, eff. 1-1-26~~. Each year, before December~~.~~ 1, and in conjunction with the publication of the Statement of Affairs on the District's website and in a newspaper of general circulation, the District shall include an annual report on all contracts over $25,000 awarded during the previous fiscal year.
*Contract(s) with any commercial driver training school(s) for driver education	105 ILCS 5/27-815, renumbered by P.A. 104-391. The District is required to web-post this document if it has a website. If the District has no website, it must make the contract available upon request.
*Annual Statement of Affairs	105 ILCS 5/10-17, amended by P.A. 104-261~~, eff. 1-1-26~~. Annually by December~~.~~ 1, the District must post its statement of affairs on its website and in a newspaper of general circulation published in the District.

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
*Fiscal Efficiency Report, summarizing the District's attempts to improve fiscal efficiency through shared services or outsourcing in the prior fiscal year	105 ILCS 5/17-1.1. The report must be: (1) approved by the Board at an open meeting,[3] and (2) primarily in checklist form and approximately one page in length.
Beginning in levy year 2022, if the District has an aggregate property tax levy greater than $5,000,000, it will make good faith efforts to electronically publish the following data from all vendors and subcontractors doing business with the District: Whether the vendor or subcontractor is minority-owned, women-owned, or veteran-owned; Whether the vendor or subcontractor holds a certification as a minority-owned, women-owned, or veteran-owned business as defined in 30 ILCS 575/, or if they are self-certifying; and If the vendor self-certifies, whether it qualifies as a small business under federal Small Business Administration standards (See www.sba.gov/federal-contracting/contracting-guide/size-standards).	35 ILCS 200/18-50.2. The law does not define *electronically publish*; website posting is a means of compliance. This item is not asterisked should the District choose to electronically publish the information offline.
*Notice of a public hearing at which the Board will consider closing a school, when applicable	105 ILCS 5/10-22.13. The notice of the public hearing must be provided at least 10 days prior to the hearing and include the time, date, place, and name or description of the school building that the Board is considering closing.

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[3] 105 ILCS 5/17-1.1 specifies that the report must be approved by the board at an "open meeting that allows for public comment." The public comment qualification is omitted here because it is redundant; all open meetings must have a period during which the public can offer comments. See sample policy 2:230, *Public Participation at School Board Meetings and Petitions to the Board*. This report is included in a district's annual financial report as the *Report on Shared Services or Outsourcing*. See www.isbe.net/Pages/Annual-Financial-Report.aspx.

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
*Explanation of the data elements of *covered information*[4] that the District collects, maintains, or discloses to any person, entity, third party, or governmental agency. *A description of the procedures[5] that parents/guardians may use to carry out their rights under 105 ILCS 85/33(c)(1), (2), & (3), including the right to: Inspect and review their child's covered information Request a paper or electronic copy of their child's covered information Request corrections for factual inaccuracies contained in their child's covered information	105 ILCS 85/27(a)(1). The explanation of data elements of covered information must be clear and understandable by a layperson and cover the following: (1) how the District uses the covered information; (2) to whom or what entities the District discloses the covered information; and (3) for what purpose the District discloses the covered information. The explanation of data elements and description of parent/guardian rights procedures must be updated by January ~~.~~ 31 and July 31 each year, as needed.
*A list of operators with whom the District has written agreements and the following for each operator: Copy of the agreement Business address List of any subcontractors to whom covered information may be disclosed or a link to a page on the operator's website that clearly lists the subcontractors	105 ILCS 85/27(a)(2) & (3). The District must post new operator contracts and an explanation of the data elements of covered information disclosed to the operator (see immediate row above) within 10 business days after entering into the contract. 105 ILCS 85/27(c). This list must also be updated by January ~~.~~ 31 and July 31 each year, as needed.
*A list of *breaches* of covered information maintained by the school or an operator involving 10% or more of the District's student enrollment. The list must include: Number of students whose covered information was involved in the breach, unless the breach involved *personal information* as defined in the Personal	105 ILCS 85/27(a)(5). The District must update breach information by January ~~.~~ 31 and July 31 each year, and it must remain on the District's website for at least five years after the District adds it to the list. Breaches that occurred (or were estimated to have

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[4] *Covered information* means personally identifiable information or material (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/guardian's use of the operator's site, service or application for K-12 school purposes; (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. 105 ILCS 85/5. *Operators* are entities that operate Internet websites, online services, online applications, or mobile applications that are designed, marketed, and used for K-12 school purposes. Id. See sample administrative procedure 7:345-AP, *Use of Educational Technologies; Student Data Privacy and Security*, for additional information regarding posting requirements under Student Online Personal Protection Act, 105 ILCS 85/, and sample exhibit 7:345-AP, E1, *Student Covered Information Reporting Form*, for a sample reporting format.

[5] See sample exhibit 7:345-AP, E4, *Notice of Parent Rights Regarding Student Covered Information*. Districts may choose to, but are not required to, include a description of these procedures in a student handbook.

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
Information Protection Act, 815 ILCS 530/5, in which case the number of students involved may not be disclosed Date, estimated date, or estimated date range of the breach Name of the operator, if applicable	occurred) prior to ~~7-1-21~~July 1, 2021, or breaches that were posted more than five years prior to updating the current list do not need to be posted. [6]
*Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment* *Information developed as a result of the evaluation and assessment of the bullying policy's outcomes and effectiveness	105 ILCS 5/22-110(b)(10) and (11), renumbered by P.A. 104-391.
*Contact information for the District's Title IX Coordinator(s) and Board policies 2:260, *Uniform Grievance Procedure*; and 2:265, *Title IX Grievance Procedure*	34 C.F.R. §106.8.
Training materials for any individuals designated as Title IX Coordinator(s), investigators, decision-makers, and informal resolution facilitators	34 C.F.R. §106. 45(b)(10)(i)(D). Naming only the training provider and course does not meet this requirement. The U.S. Dept. of Education (DOE) requires training materials to be publicly available "so that a district's approach to training Title IX personnel may be transparently viewed by the [district's] educational community and the public, including for the purpose of holding a [district] accountable for using training materials that comply with [Title IX] regulations." 85 Fed. Reg. 30254. Consult the Board Attorney regarding this requirement; making training materials of third-party consultants publicly available may violate their intellectual property rights. The DOE acknowledged the potential for intellectual property violations, suggesting that districts either "secure permission from the consultant to publish the training

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[6] 105 ILCS 85/27(d) states that individual notification to the parent/guardian of a child whose covered information was breached may be delayed if a law enforcement agency determines that notification will interfere with a criminal investigation and provides the District with a written request for a delay of notice. This basis for delay does not specifically apply to the more general website notification of a breach, however, such a delay may also be warranted depending upon the circumstances. Consult the board attorney for guidance on this issue.

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
	materials" or create their own training materials. 85 Fed. Reg. 30412.
*Board policy 7:20, *Harassment of Students Prohibited*, and age-appropriate explanations of its contents in student handbook(s)	105 ILCS 5/10-20.69. The District must have an age-appropriate policy on sexual harassment (1) in the student handbook(s), (2) posted on the District's website, and (3) posted in any other area where policies, rules and standards of conduct are posted in each school.
*Board policy 7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence,* and procedures for requesting supportive services	105 ILCS 5/26A-20(d), added by P.A. 102-466, a/k/a *Ensuring Success in School Law*. Copies must be made available to students and parent(s)/guardian(s) at no cost at each school. Procedures for requesting supportive services that are available at the building level and on building-specific websites should include the building-level Article 26A Resource Person's name and contact information. See administrative procedure 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*.
*Board policy 7:290, *Suicide and Depression Awareness and Prevention*	105 ILCS 5/2-3.166.
*Contact information for the National Suicide Prevention Lifeline (988), the Crisis Text Line (Text 741741), and the Safe2Help Illinois helpline (Call 844-4-SAFEIL or Text SAFE2 to 72332) if the District does not issue student identification cards to all students in grades 6-12 or school employees serving those grades	105 ILCS 5/10-20.81, amended by P.A.s 103-143 and 104-264~~, eff. 1-1-26~~.
*Administrator and Teacher Salary and Benefits Report (itemized salary report for the Superintendent and all administrators and teachers); *benefits* includes, without	105 ILCS 5/10-20.47. [7] Annually on or before Octo~~ber.~~ 1: (1) the information must be presented at a regular

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[7] 105 ILCS 5/10-20.47 does not specify whether a district must provide employee names as part of its salary and benefits report. The general practice of districts has been to include names in the report. Consult the board attorney for guidance.

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limitation, vacation days, sick days, bonuses, annuities, and retirement enhancements	Board meeting and posted on the District's website, and (2) after the Board meeting at which the information was presented, the Report must be provided to ISBE.
All records pertaining to the creation, alteration or revision of school attendance areas shall be open to the public	105 ILCS 5/10-21.3. This law also requires school attendance areas to be periodically revised, if necessary, to prevent or eliminate segregation by color, race, or nationality. See Board policy 7:30, *Student Assignment and Intra-District Transfer*.
*Vacancies for teaching positions in a subject shortage area, before hiring a retired teacher to any such position	40 ILCS 5/16-150.1, amended by P.A. 103-588. The District must, on an ongoing basis, post the vacancy for a period of at least 90 days during the six months preceding either the fall or spring term for which it seeks to employ a retired teacher in a subject shortage area. This posting requirement is in effect for employment ending no later than June 30, 2027.
*Information regarding a Severance Agreement entered into because an employee or contractor was found to have engaged in sexual harassment or sexual discrimination	50 ILCS 205/3c. Within 72 hours of Board approval, the District must post: (1) the name/title of person receiving payment under the severance agreement, (2) the amount of payment, (3) that the employee or contractor was found to have engaged in sexual harassment or sexual discrimination, as applicable, and (4) the date, time, and location of the meeting at which the agreement was approved. **Note:** The Government Severance Pay Act (GSPA), 5 ILCS 415/10(a)(2), prohibits an employee of a school district with contract provisions for severance pay from receiving any severance if the employee is fired by the board for *misconduct*, which includes sexual harassment and/or discrimination. Id. at 415/5. For more

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
	discussion about reconciling these laws, see f/n 7 in sample policy 2:260, *Uniform Grievance Procedure*.
*As an employer that participates in the Ill. Municipal Retirement Fund (IMRF), a compensation report for employees who have a total compensation package that exceeds $75,000 per year; *total compensation package* means salary, health insurance, a housing allowance, a vehicle allowance, a clothing allowance, bonuses, loans, vacation days granted, and sick days granted	5 ILCS 120/7.3. The report must be posted within six business days after the District approves a budget. The District may choose to post a physical copy of this information at its principal office in lieu of posting the information directly on the website in which case it must post directions on the website for accessing that information. The Ill. Attorney General's office has not provided guidance concerning whether this requirement applies to employees who do not participate in IMRF, e.g., Teachers' Retirement System (TRS) participants.
*As an employer that participates in the IMRF, a compensation report for employees who have a total compensation package that is equal to or in excess of $150,000 per year; total compensation package means payment by the employer to the employee for salary, health insurance, a housing allowance, a vehicle allowance, a clothing allowance, bonuses, loans, vacation days granted, and sick days granted	5 ILCS 120/7.3. The report must be posted at least six days before the District approves an employee's total compensation package that is equal to or in excess of $150,000. The District may choose to post a physical copy of this information at its principal office in lieu of posting the information directly on the website in which case it must post directions on the website for accessing that information. The Ill. Attorney General's office has not provided guidance concerning whether this requirement applies to employees who do not participate in IMRF, e.g., TRS participants.
*As an employer that participates in IMRF, a link to information posted on the IMRF website at: www.imrf.org/en/about-imrf/transparency/employer-cost-and-participation-information	40 ILCS 5/7-135.5.
*Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*	105 ILCS 5/22-85.5(e).

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
*A description of activities to address intergroup conflict (an optional program authorized by 105 ILCS 5/27-23.6)	105 ILCS 5/27-1050(c), renumbered by P.A. 104-391.
The total number of personnel with a school support personnel endorsement, and for each endorsement area: 1. Those actively employed by the District on a full-time basis; 2. Those actively employed by the District on a part-time basis; and 3. Those actively employed by a special education cooperative providing services to students in the District	105 ILCS 5/10-20.80. Annually by December~~.~~ 1, the District must report its school support personnel information as of October~~.~~ 1 to ISBE and web-post it.
The total number of students enrolled in the District and of that total, the number of students with an individualized education program (IEP) or Section 504 plan	105 ILCS 5/2-3.182. Annually by December~~.~~ 1, ISBE must make the enrollment information available on its website based on the District's enrollment information as of October~~.~~ 1.
*Notice that students with disabilities who do not qualify for an IEP may qualify for services under Section 504	105 ILCS 5/14-6.01. The notice shall: (1) identify the location and phone number of the District office or employee to whom inquiries about the identification, assessment, and placement of children with disabilities should be directed, and (2) inform parents/guardians who are deaf or do not typically communicate using spoken English that they are entitled to the services of an interpreter when participating in a Section 504 meeting.
*Class size reporting that includes the information described in 105 ILCS 5/2-3.136a: 1. The total number of *teachers* actively employed in the District, listed by individual school; 2. The *pupil-teacher ratio* for the District; 3. The number of *class instructors*, by grade level and subject; 4. The *class size* for each *class* and *class section* at each school in the District and the total number of classes or class sections in each school that exceed the class size guidelines under 105 ILCS 5/18-8.15(b)(2) (evidence-based funding core teacher ratios).	105 ILCS 5/10-20.70. Annually, the District must report its class size information, which ISBE must make available on its website by January~~.~~ 31 (see www.isbe.net/Pages/Data-Analysis-Reports.aspx~~www.isbe.net/Pages/class-size-report.aspx~~). See 105 ILCS 5/2-3.136a for definitions of the italicized terms.

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*Names of Board members who have completed professional development leadership training	105 ILCS 5/10-16a requires the District to post on its website the names of all Board members who have completed professional development leadership training. The web-posting may be expanded to log all Board members' training and development activities. 5 ILCS 120/1.05(b) and (c) require each Board member to complete training on the Open Meetings Act. After completing the training, each Board member must file a copy of their certificate of completion with the Board. 105 ILCS 5/24-16.5 requires each Board member to complete a training program on performance evaluations before voting on a dismissal based on a performance evaluation pursuant to the Performance Evaluation Reform Act.
Immunization data	105 ILCS 5/22-105(6), renumbered by P.A. 104-391. By December~~.~~ 1, the District must annually make the immunization *data* that it must report to ISBE by November~~.~~ 15 each year publicly available. The data, not its format, must be identical to the data reported to ISBE. Boards have control over the method(s) used to make this data publicly available. One method is to instruct the reader to ask for the data directly from ISBE.
Information on mental health issues and local treatment resources	The Ill. House of Representatives encouraged this in HR 478 (99th General Assembly, 5-31-15).
*All reliable assessments, scored by entities other than the District that are administered in each of the District's schools	105 ILCS 5/22-82(b). These must be made available to parents and/or guardians through the District's website or paper handouts.

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
*The District's Remote and/or Blended Remote Learning Day Plan, when the Governor has declared a public health emergency pursuant to 20 ILCS 3305/7.	105 ILCS 5/10-30(6).
*When the Board allows for student participation in registered apprenticeship programs: 1. Notification to students and parents of the opportunities for registered apprenticeships, which includes the following statements: a. Students may participate in any registered apprenticeship program listed by the District, and b. Students may find a registered, but not listed, apprenticeship program with a business or organization if a registered apprenticeship program is not offered in the District. 2. Board policy 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students* (specifically, the section titled **Registered Apprenticeship Program**) 3. A form for a parent/guardian to request that when their child successfully completes a registered apprenticeship program, it be substituted for a course	23 Ill.Admin.Code §255.200(b)(4) and (c).
*If offered by the District, identification of the curriculum the District uses to provide comprehensive personal health and safety and comprehensive sexual health education (National Sex Education Standards (NSES)), the scope and sequence of these instructional materials, and the name and contact information, including an email address, of a school staff member who can respond to inquiries about instruction and materials	105 ILCS 5/27-1015, renumbered by P.A. 104-391.
*Board policy 6:135, *Accelerated Placement Program*	23 Ill.Admin.Code §227.60(a).
*Board policy 7:70, *Attendance and Truancy*	105 ILCS 5/10-19.05(k), amended by P.A. 104-250~~, eff. 1-1-26~~; 23 Ill.Admin.Code §207.20(b).
*Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*	105 ILCS 5/22-95, added by P.A. 103-472.

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Web-posted records and information (use of an * is explained in the paragraph above this table)	Web-posting statutory reference and special instructions
*The name(s) of designated Prioritization of Urgency of Need for Services (PUNS)-trained employee(s) in each school within the District.	105 ILCS 5/2-3.163(c), amended by P.A. 103-504. Every public school must designate at least one employee to take the Ill. Dept. of Human Services' PUNS training. Id. See Board policy 5:100, *Staff Development Program*.
*If the District has one or more school buses equipped with an automated traffic law enforcement system, notice to drivers that its buses are so equipped.	625 ILCS 5/11-208.9(m).
*Type 1 diabetes informational material.	105 ILCS 5/2-3.204, added by P.A. 103-641. The informational materials to be posted are those made available on ISBE's website. See *Understanding Type 1 Diabetes for Parents and Guardians* at: www.isbe.net/Pages/Student-and-Family-Resources.aspx.
*Local postsecondary and career expectations framework	105 ILCS 5/10-20.84(a). The framework must be available at a prominent location on the District's website.
*Informational materials about the Illinois Achieving a Better Life Experience (ABLE) account program established under the State Treasurer Act.	105 ILCS 5/14-8.02i, amended by P.A. 104-314~~, eff. 1-1-26~~. The informational materials are distributed to the District by ISBE and must be posted by the District beginning with the 2026-2027 school year.

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Operational Services

Exhibit - Resolution to Increase Driver Education Fees

WHEREAS, Section 27-815~~24.2~~ of the School Code (105 ILCS 5/27-815) provides that the School District may charge a reasonable fee, not to exceed $50, to students who participate in a driver education course;

WHEREAS, ~~the Illinois General Assembly amended that same section of the School Code in P.A. 97-145 to~~105 ILCS 5/27-815 allow~~s~~ a school board to increase the fee to an amount not to exceed $250 by school board resolution following a public hearing on the increase, provided that the fee is waived for students who are unable to pay for the course;

WHEREAS, the School Board held a public hearing to increase the driver education course fee to an amount not to exceed $250 on _____*[insert date]*_____;

WHEREAS, the Board already waives the driver education course fees for students who are unable to pay (Board policy 4:140, *Waiver of Student Fees*);

WHEREAS, the Administration provided evidence at the hearing that a fee of $250 for each student taking the driver education course when added to the reimbursement from the State for driver education will not exceed the total cost of the driver education program in any year;

THEREFORE, BE IT RESOLVED, that the School Board hereby increases the driver education fee to an amount not to exceed $250, effective on _____*[insert date]*_____, and waives this fee for any student who is unable to pay for the course according to the provisions in Board policy 4:140, *Waiver of Student Fees*.

Attested by: _____

Board President

Attested by: _____

Board Secretary

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Professional Personnel

Exhibit - Notice to Parents of Their Right to Request Their Child's Classroom Teachers' Qualifications

On District letterhead

Date

Re: You May Request Your Child's Classroom Teachers' Qualifications

Dear Parents/Guardians:

As a parent/guardian of a student at a school receiving funds under Title I of the Elementary and Secondary Education Act, you have the right to request the professional qualifications of the teachers who instruct your child and the paraprofessionals, if any, who assist them. You may request the following information about each of your child's classroom teachers and their paraprofessional assistants, if any:

- Whether the teacher has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
- Whether the teacher is teaching under an emergency or other provisional status through which State qualification or licensing criteria have been waived;
- Whether the teacher is teaching in the field of discipline of the teacher's licensure; and
- Whether any instructional aides or paraprofessionals provide services to your child and, if so, their qualifications.

This notice is required by federal law (20 U.S.C. §6312(e)(1)(A)). If you would like to receive any of this information, please contact the District office.

Sincerely,

Superintendent

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Instruction

Exhibit - Guidelines and Application for Using Animals in School Facilities for Educational Purposes

To be submitted to the Building Principal

This application must be approved before an animal may be brought into any school facility. Animals may be brought into the classroom or learning center for educational purposes, provided: 1) prior permission is received from both the supervising teacher and the Building Principal or designee; and 2) the following *Guidelines for Using Animals in School Facilities* are agreed to by the applicant, supervising teacher, and/or the animal owner. The Building Principal may rescind such approval should the presence of the animal create a disruption to the educational environment.

Please print

Name and type of animal	School facility
Materials (i.e., cages, carriers, food, etc.)	Date(s) requested
Educational purpose	

Guidelines for Using Animals in School Facilities

Prohibited Animals

The following animals are prohibited in school facilities:

1. Inherently dangerous animals (e.g., lions, tigers, cougars, and bears)
2. Nonhuman primates (e.g., monkeys and apes)
3. Mammals at high-risk for transmitting rabies (e.g., bats, raccoons, skunks, foxes, and coyotes)
4. Aggressive or unpredictable animals, wild or domestic
5. Stray animals with unknown health and vaccination history
6. Venomous or toxin-producing animals (e.g., certain spiders, insects, reptiles, and amphibians)

Vaccination Requirements

Prior to bringing certain animals into school facilities, current health records and/or proof of current vaccination is required as follows:

1. **Cats** – A health certificate signed by a licensed veterinarian showing proof of current vaccination against feline distemper/upper respiratory vaccine (FVRCP), feline leukemia, feline chlamydiosis, and rabies; and proof of a negative fecal exam or successful treatment for internal parasites within the past six months.
2. **Dogs** – A health certificate signed by a licensed veterinarian showing proof of current vaccination against canine distemper, hepatitis, leptospirosis, canine parainfluenza (CPIV), ~~parovirus~~parvovirus, Bord~~e~~atella, and rabies; and proof of a negative fecal exam or successful treatment for internal parasites within the past six months.

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3. **Ferrets** – A health certificate signed by a licensed veterinarian showing proof of current vaccination against rabies; and proof of a negative fecal exam or successful treatment for internal parasites within the past six months.
4. **Psittacine Birds** – Proof of treatment or negative test results for psittacosis (avian chlamydiosis).

General Guidelines

To protect students and staff from zoonotic diseases, the following guidelines apply to animals brought into school facilities for educational purposes:

1. The Building Principal or designee must approve all animals brought into school facilities.
2. Animals must be clean and free of intestinal parasites, fleas, ticks, and mites.
3. Students must be supervised by District staff during all human-animal contact.
4. Animals should be handled humanely.
5. Animals should be displayed in enclosed cages or under appropriate restraint (e.g., leash).
6. Animals may not roam free, fly free or have contact with wild animals.
7. No animals are allowed in areas where food or drink is prepared or consumed.
8. Food for animals must be stored in air-tight, closed containers (preferably hard plastic) to prevent spills and attracting nuisance animals and/or insects.
9. Anyone handling animals must wash his/her hands thoroughly with warm water and soap afterwards. Hand sanitizer may not be used as a substitute for soap and water.
10. Areas where animals have been present must be cleaned and disinfected by District staff.
11. Animal waste must be appropriately disposed of by a District staff member (e.g., using disposable plastic gloves and plastic bags). **Under no circumstances are students allowed to clean cages/aquariums or handle animal waste.**
12. The supervising teacher must:
    a. Consult with parent(s)/guardian(s) to determine any special considerations needed for students who are immunocompromised or have allergies, asthma, or other health concerns; and
    b. Complete and issue the *Student Permission for Exposure to Animal(s)* form to the parent(s)/guardian(s) of all students who will be exposed to the animal(s).
13. A responsible adult must accompany all animal visits into school facilities.

Procedures for the Housing, Care and Handling of Specific Animals

1. **Dogs** – All dogs must be housebroken.
2. **Farm ~~a~~Animals** – Due to the risk of E. coli O157:H7, Salmonella, Campylobacter, and Cryptosporidium, these animals are not appropriate unless meticulous attention to personal hygiene can be assured.
3. **Ferrets** – Ferrets bite when startled, therefore students should not handle ferrets in the classroom. Students under the age of five are prohibited from having contact with these animals.
4. **Fish** – Use disposable gloves when cleaning aquariums. Do not dispose of aquarium water in sinks used for food preparation or for obtaining drinking water.
5. **Hamsters, Guinea ~~p~~Pigs, and Gerbils** – Due to the risk of Salmonella bacteria and Lymphocytic choriomeningitis virus, special care must be taken when students handle these animals. Students under the age of five are prohibited from having contact with these animals.
6. **Psittacine Birds** – Because these birds (e.g., parrots, parakeets, budgies, and cockatiels) can carry disease, students are prohibited from handling them. Staff members should clean cages when students are not present.

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7. **Reptiles and Amphibians** – Due to the risk of Salmonella bacteria, special precautions must be taken when students handle these animals. Students under the age of five are prohibited from having contact with these animals.

Animal-Related Injuries

If an animal bites, scratches, or otherwise injures someone at school and the skin is pierced, the Building Principal or designee will ensure:

1. The teacher immediately reports the incident to the Building Principal or designee and school nurse;
2. If necessary, the school nurse notifies public health authorities;
3. The school nurse notifies the student's parent(s)/guardian(s); and
4. An incident/accident report is completed by the staff member responsible at the time of the injury and forwarded to the school nurse.

Additional Applicant, Supervising Teacher, and Animal Owner Responsibilities

1. Applicant responsibilities:
    a. The applicant must have a plan that assures the animal is appropriately housed, humanely cared for, and properly handled.
    b. The applicant must submit health records and/or proof of current vaccination as set forth in these *Guidelines for Using Animals in School Facilities*.
    c. Animals are not to be transported on school buses.
2. Supervising teacher and/or facility staff responsibilities:
    a. The supervising teacher signing the application must assume primary responsibility for the animal, including notifying the Building Principal immediately if the animal gets loose or lost.
    b. Only the teacher or students designated by the teacher are to handle the animals.
    c. If animals are to be kept in the classroom on days when classes are not in session, the teacher must make arrangements for their care and safety.
3. Animal owner's responsibilities:
    a. The animal's owner agrees to hold the District, its employees, agents, and assigns harmless for any injury to, including death of, the animal.
    b. The animal's owner, if different from the person making the application, must sign below demonstrating that he or she granted permission for the animal to come into the classroom and agrees to the conditions set forth in this application.

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I agree to abide by the *Guidelines for Using Animals in School Facilities* outlined above in this application.

Applicant (*please print*)	Telephone number
Address	
Applicant's signature	Date
Supervising teacher (*please print*)	
Supervising teacher's signature	Date
Animal owner's name if different from applicant (*please print*)	
Animal owner's signature	Date

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The Building Principal will base his or her decision on the information being provided in this application as well as other criteria deemed important. *Note to Building Principal or designee: after approving or denying this application, return a copy of it to the applicant and keep the original in the school office*.

☐ **Approved** ☐ **Denied**

Building Principal or designee's signature	Date

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Instruction

Exhibit - Student Permission for Exposure to Animals

To be used when animal(s) are brought into the classroom or learning center for educational purposes.

Student: _____ Grade/Teacher: _____

Dear Parent(s)/Guardian(s):

As allergies, asthma, immune challenges, and/or other health needs may make animal contact inappropriate for some students, District guidelines require prior parent/guardian permission for student contact with animal(s) in school.

On ___(*insert date*)___, the following animal(s) will visit my classroom for educational purposes:

☐ Cat	☐ Bird	☐ Ferret	☐ Guinea Pig
☐ Dog	☐ Rabbit	☐ Hamster	☐ Reptile or amphibian
☐ Rat	☐ Mouse	☐ Gerbil	☐ Other _____

The following animals are prohibited in schools: venomous or toxin-producing animals (e.g., certain spiders, insects, reptiles, and amphibians), wild or exotic animals, mammals at high-risk for transmitting rabies (e.g., bats, raccoons, skunks, foxes, and coyotes), non-human primates, stray animals, or aggressive/unpredictable animals.

The Building Principal or designee will ensure that the *District's Guidelines for Using Animals in School Facilities* are followed. You may find these *Guidelines* in the school office. I will also supervise the entire student-animal contact session, have a clean and disinfected area for showing the animal(s), not allow food or drink in the animal showing area, and appropriately dispose of animal waste. **Under no circumstances are students allowed to clean cages or handle animal waste**.

Please complete and return this form to me by _____(*insert date*)___. If you have any questions or concerns, please feel free to contact me at _____(*insert contact information*)_____.

To Be Completed by Parent/Guardian:

☐ I **do** permit my child identified above to be exposed to the animal(s) listed above. I further agree to indemnify and hold harmless the School District and its employees and agents against any claims, except a claim based on willful and wanton conduct, arising out of my child's exposure to the animal(s) listed above.

☐ I **do not** permit my child identified above to be exposed to the animal(s) listed above. I understand that when the animal(s) listed above are present, my child will be excused from classroom attendance without penalty and given an alternative educational activity.

_____

Parent/Guardian Name (*please print*)

_____ _____

Parent/Guardian Signature Date

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Instruction

Exhibit - Online Privacy Statement

Post the content of this exhibit on the District's website to inform website visitors of the information the District collects through its website and how it uses that information. Modify this exhibit as needed to reflect the District's practices.

Online Privacy Statement

The ~~School~~ District respects the privacy of all website visitors to the extent permitted by law. This Online Privacy Statement is intended to inform you of the ways in which this website collects information, the uses to which that information will be put, and the ways in which we will protect any information you choose to provide us.

There are four types of information that this site may collect during your visit: network traffic logs, website visit logs, cookies, and information voluntarily provided by you.

Network Traffic Logs

In the course of ensuring network security and consistent service for all users, the District employs software programs to do such things as monitor network traffic, identify unauthorized access or access to nonpublic information, detect computer viruses and other software that might damage District computers or the network, and monitor and tune the performance of the District network. In the course of such monitoring, these programs may detect such information as email headers, addresses from network packets, and other information. Information from these activities is used only for the purpose of maintaining the security and performance of the District's networks and computer systems. Personally identifiable information from these activities is not released to external parties without your consent unless required by law.

Website Visit Logs

District websites routinely collect and store information from online visitors to help manage those sites and improve service. This information includes the pages visited on the site, the date and time of the visit, the Internet address (URL or IP address) of the referring site (often called "referrers"), the domain name and IP address from which the access occurred, the version of browser used, the capabilities of the browser, and search terms used on our search engines. This site makes no attempt to identify individual visitors from this information; any personally identifiable information is not released to external parties without your consent unless required by law.

Cookies

Cookies are pieces of information stored by your web browser on behalf of a website and returned to the website on request. This site may use cookies for two purposes: to carry data about your current session at the site from one webpage to the next and to identify you to the site between visits. If you prefer not to receive cookies, you may turn them off in your browser, or you may set your browser to ask you before accepting a new cookie. Some pages may not function properly if the cookies are turned off. Unless otherwise notified on this site, we will not store data, other than for these two purposes, in cookies. Cookies remain on your computer, and accordingly we neither store cookies on our computers

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nor forward them to any external parties. We do not use cookies to track your movement among different websites and do not exchange cookies with other entities.

Information Voluntarily Provided by You

~~In the course of~~When using this website, you may choose to provide us with information to help us serve your needs. For example, you may send us an email to request information, an application or other material, and you may sign up for a mailing list. Any personally identifiable information you send us will be used only for the purpose indicated. Requests for information will be directed to the appropriate staff and may be recorded to help us update our site. We will not sell, exchange, or otherwise distribute your personally identifiable information without your consent, except to the extent required by law. We do not retain the information longer than necessary for normal operations.

Each webpage requesting information discloses the purpose of that information. If you do not wish to have the information used in that manner, you are not required to provide it. Please contact the person listed on the specific page~~,~~ or ~~listed~~ below~~,~~ with questions or concerns about~~on~~ the use of personally identifiable information.

While no system can provide guaranteed security, we take reasonable efforts to keep information you provide to us secure, including encryption technology (if any), and physical security at the location of the server where the information is stored.

Communication Preferences

You can stop the delivery of informational emails from the District by following the specific instructions in the email you receive. Depending on the respective service, you may also have the option of proactively making choices about the receipt of email, telephone calls, and postal mail for particular District information and activities.

Links to Non-District Websites

District websites provide links to other websites or resources. We do not control these sites and resources, do not endorse them, and are not responsible for their availability, content, or delivery of services. In particular, external sites are not bound by this Online Privacy Statement; they may have their own policies or none at all. Often, you can tell you are leaving a District website by noting the URL of the destination site. Links to external websites open a new browser window.

Please email your questions or concerns to ~~the System Administrator~~ [*insert title and contact information*].

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Students

Exhibit - Student Handbook Checklist

The Checklist contains mandatory and recommended notices that schools should give to their students and the students' parents/guardians.[1] *Mandatory* means the notices are legally required. *Recommended* means including the notices are a best practice. The Checklist is in the IASB Policy Reference Manual (PRM) format, and it lists corresponding policies, procedures, and exhibits in numerical order within each sub-headed category. A corresponding citation to the Ill. Principals Association **Online Model Student Handbook (MSH)** is also listed, if one exists. Any handbook should be reviewed by the Board Attorney before distribution to ensure that all mandatory notices are included as this Checklist is subject to change without notice. This Checklist is not a substitute for legal advice.

Mandatory Notices

Student Services

Mandatory Topics	IASB PRM	IPA MSH
Transportation	4:110, *Transportation*	4.10, *Bus Transportation*
Transportation reimbursement eligibility and dispute resolution **Note**: this program has been withdrawn due to lack of funding	4:110, *Transportation*	4.10, *Bus Transportation*
Eligibility criteria for free and reduced lunch	4:130, *Free and Reduced-Price Food Services* 4:130-E, *Free and Reduced-Price Food Services; Meal Charge Notifications*	1.210, *Free and Reduced-Price Food Services; Meal Charge Notifications* 3.10, *Fees, Fines & Charges; Waiver of Student Fees*
Waiver of school fees along with the fee waiver application form	4:140, *Waiver of Student Fees* 4:140-AP, *Fines, Fees, and Charges - Waiver of Student Fees*	3.10, *Fees, Fines & Charges; Waiver of Student Fees* 3.10-E1, *Application for Fee Waiver*

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The footnotes should be removed before the material is used.

[1] In its continuing commitment to help school districts comply with legal requirements for all policies and procedures, the Ill. Principals Association (IPA) in conjunction with the Ill. Association of School Boards' (IASB) PRESS, have prepared this checklist to assist school administrators in preparing their student handbooks. A special thank you also goes to the law firm of Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP for allowing IPA and IASB to cross check this *Student Handbook Checklist* against its annual version.

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Mandatory Topics	IASB PRM	IPA MSH
	4:140-E1, *Application for Fee Waiver* 4:140-E3, *Response to Application for Fee Waiver, Appeal, and Response to Appeal*	
School Wellness (required if the District participates in the National School Lunch Program or Breakfast Program)	6:50, *School Wellness*	
Alternative learning opportunities	6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*	2.90, *Credit for Proficiency, Non-District Experiences, Course Substitutions and Accelerated Placement*
Notification to parents/guardians of English Learners regarding their child's placement in, and information about, the District's English Learners programs	6:160, *English Learners*	12.60, *English Learners*
Parental involvement under Title I (only when the district receives Title I funds)	6:170, *Title 1 Programs* 6:170-AP1, *Checklist of Development, Implementation, and Maintenance of Parent and Family Engagement Compacts for Title I Programs* 6:170-AP1, E1, *District-Level Parent and Family Engagement Plan~~Compact~~* 6:170-AP1, E2, *School-Level Parent and Family Engagement Plan~~Compact~~* 6:170-AP2, *Notice to Parents Required by Elementary and Secondary Education, McKinney-Vento Homeless Assistance, and Protection of Pupil Rights Laws*	12.130, *Parent Notices Required by the Every Student Succeeds Act*

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Mandatory Topics	IASB PRM	IPA MSH
Notice to parents required by the Elementary and Secondary Education Act	6:170-AP2, *Notice to Parents Required by Elementary and Secondary Education, McKinney-Vento Homeless Assistance, and Protection of Pupil Rights Laws*	12.130, *Parent Notices Required by the Every Student Succeeds Act*
Surveys that request personal information from students	7:15, *Student and Family Privacy Rights*	11.10, *Student Privacy Protections*
Birth certificate requirements for enrollment	7:50, *School Admissions and Student Transfers To and From Non-District Schools* 7:50-AP, *School Admissions and Student Transfers To and From Non-District Schools*	
Dental examinations (K, 2nd, 6th, and 9th grade students)	7:100, *Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students*	5.10, *Immunization, Health, Eye & Dental Examination*
Eye examinations (K and students enrolling in public school for the first time only)	7:100, *Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students*	5.10, *Immunization, Health, Eye & Dental Examination*
Vaccinations (influenza)	7:100, *Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students*	5.10, *Immunization, Health, Eye & Dental Examination*
Health Examinations (K or 1st, 6th and 9th grade students) (includes an age-appropriate developmental screening and an age-appropriate social and emotional screening)	7:100, *Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students*	5.10, *Immunization, Health, Eye & Dental Examination*
Administration of medications (includes asthma inhalers and epinephrine injectors, opioid antagonists, and glucagon)	7:270, *Administering Medicines to Students* 7:270-AP1, *Dispensing Medication* 7:270-E1, *School Medication Authorization Form*	5.20, *Student Medication* 5.20-E1, *Student Medication Authorization Form*
Names of designated Prioritization of Urgency of Need for Services	5:100, *Staff Development Program*	10.70, *PUNS Database Information for*

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Mandatory Topics	IASB PRM	IPA MSH
(PUNS)-trained employee(s) in each school within the District.		*Students and Parents or Guardians*
Free Application for Federal Student Aid (FAFSA) Designee (if applicable, grade 12 only)	6:300, *Graduation Requirements*	2.120, *High School Graduation Requirements*
Attendance policy for career development experiences	7:70, *Attendance and Truancy*	
Direct admissions opt-in notification (grades 11-12 only)	6:270, *Guidance and Counseling Program*	5.30, *Guidance and Counseling*

Student Programs

Mandatory Topics	IASB PRM	IPA MSH
Notice of instruction in recognizing and avoiding sexual abuse	6:60-AP1, *Comprehensive Health Education Program* 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 Statutory*~~*/or*~~ *Opt-outs*	12.40, *Family Life & Sex Education Classes* 12.40-E1, *Notice to Parents/Guardians on Sex Education Instruction*
Free appropriate public education to students with disabilities Special education services to eligible children whether or not enrolled in the District	6:120, *Education of Children with Disabilities* 6:120-AP1, *Special Education Procedures Assuring the Implementation of Comprehensive Programming for Children with Disabilities* (downloadable from IASB website, www.iasb.com) 6:120-AP1, E1, *Notice to Parents/Guardians Regarding Section 504 Rights*	10.10, *Education of Children with Disabilities*
Counseling options for students who are affected by sexual abuse and grooming behavior, along with options for victims of sexual abuse	7:250, *Student Support Services* 7:250-AP2, *Protocol for Responding to Students with Social,*	5.30, *Guidance and Counseling*

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Mandatory Topics	IASB PRM	IPA MSH
and grooming behavior to obtain assistance and intervention The availability of counseling for students 12 years of age and older without parent/guardian consent under 405 ILCS 5/3-550 and 105 ILCS 5/26A-40(h)	*Emotional, or Mental Health Needs*	
Support services for students who are parents, expectant parents, or victims of domestic or sexual violence Names and contact information of the Article 26A Resource Person in each school within the District	7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence* 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence* 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*	5.80, *Ensuring Student Success Act*
Opportunities for registered apprenticeship programs for students in grades 9-12 who are 16 years of age or older	6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*	2.90, *Credit for Proficiency, Non-District Experiences, Course Substitutions and Accelerated Placement*

Student Responsibilities

Mandatory Topics	IASB PRM	IPA MSH
IHSA policy on banned substances (required only for IHSA schools)	6:190, *Extracurricular and Co-Curricular Activities* 6:190-AP, *Academic Eligibility for Participation in Extracurricular Activities* 7:240, *Conduct Code for Participants in Extracurricular Activities* 7:240-AP1, *Code of Conduct for Extracurricular Activities*	9.10, *Extracurricular and Athletic Activities Code of Conduct*

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Mandatory Topics	IASB PRM	IPA MSH
Absenteeism and truancy	7:70, *Attendance and Truancy*	2.10, *Attendance* 2.50, *Truancy*
Statement of district ownership of and right to search student lockers	7:140, *Search and Seizure*	8.10, *Search and Seizure*
Search procedures for school grounds and lockers	7:140, *Search and Seizure*	8.10, *Search and Seizure*
Notification regarding access to student accounts or profiles on social networking websites	7:140, *Search and Seizure* 7:140-E, *Letter to Parents/Guardians Regarding the Right to Privacy in the School Setting Act*	8.10, *Search and Seizure*
Bullying prohibited and reporting encouraged	7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*	6.40, *Prevention of and Response to Bullying, Intimidation, and Harassment* 6.40-E1, *Aggressive Behavior Reporting Letter and Form*
Teen dating violence prohibited and reporting encouraged	7:185, *Teen Dating Violence Prohibited*	6.45, *Sexual Harassment & Teen Dating Violence Prohibited*
Prohibition of electronic paging devices and making threat by Internet	7:190, *Student Behavior*	6.30, *Student Behavior*
All prohibited conduct in the school discipline code, including, but not limited to: 1. Controlled substances 2. Firearms and other weapons 3. E-cigarettes 4. Gangs and gang-related activity 5. Sexting prohibited	4:170-AP2, E4, *Letter to Parents/Guardians About Preventing and Reducing Incidences of Sexting* 7:190, *Student Behavior* 7:190-AP5, *Student Handbook - Electronic Devices* 7:190-AP6, *Guidelines for Investigating Sexting Allegations*	6.30, *Student Behavior*

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Mandatory Topics	IASB PRM	IPA MSH
Inform parents/guardians when their child engaged in aggressive behavior along with the school's early intervention procedures	7:190-E1, *Aggressive Behavior Reporting Letter and Form*	6.40-E1, *Aggressive Behavior Reporting Letter and Form*
Suspension and expulsion, and due process requirements	7:200, *Suspension Procedures* 7:210, *Expulsion Procedures*	6.30-E1, *Short Term Out-of-School Suspension (1-3 Days) Reporting Form* 6.30-E2, *Long Term Out-of-School Suspension (4-10 Days) Reporting Form*
School bus safety	7:220, *Bus Conduct* 4:110-AP3, *School Bus Safety Rules*	4.10, *Bus Transportation* 4.15-E, *School Bus Safety Rules*
Videotape surveillance of buses (if applicable)	7:220, *Bus Conduct* 7:220-AP, *Electronic Recordings on School Buses*	4.10, *Bus Transportation*
Behavior interventions (these may be developed through the Spec. Ed. Coop if the district belongs to one)	7:230, *Misconduct by Students With Disabilities*	10.20, *Discipline of Students with Disabilities*
Dress code	7:160, *Student Appearance*	1.170, *Student Appearance* 6.20, *School Dress Code & Student Appearance*
All other conduct prohibited by Board policy - school discipline code	7:190, *Student Behavior*	6.30, *Student Behavior*

Student Rights

Mandatory Topics	IASB PRM	IPA MSH
Notice of contact information for nondiscrimination and Title IX coordinator(s) and how to make	2:260, *Uniform Grievance Procedure* 2:265, *Title IX Grievance Procedure*	1.50, *Equal Educational Opportunities and Sex Equity*

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Mandatory Topics	IASB PRM	IPA MSH
reports or complaints of discrimination or sexual harassment	2:265-AP1, *Title IX Response*	6.40, *Prevention of and Response to Bullying, Intimidation, and Harassment*
Prohibition of discrimination on the basis of race, color, national origin, sex, sexual orientation, ancestry, age, religious beliefs, physical or mental disability, status as homeless, or actual or potential marital or parental status, including pregnancy and reproductive health decisions	7:10, *Equal Educational Opportunities* 2:265, *Title IX Grievance Procedure*	1.50, *Equal Educational Opportunities and Sex Equity*
Sex equity and grievance procedures	2:260, *Uniform Grievance Procedure* 2:265, *Title IX Grievance Procedure* 7:10, *Equal Educational Opportunities* 7:20, *Harassment of Students Prohibited*	1.50, *Equal Educational Opportunities and Sex Equity*
Sexual harassment prohibited and grievance procedures and age-appropriate information about the sexual harassment policy	2:260, *Uniform Grievance Procedure* 2:265, *Title IX Grievance Procedure* 7:20, *Harassment of Students Prohibited* 7:185, *Teen Dating Violence Prohibited*	6.45, *Sexual Harassment & Teen Dating Violence Prohibited*
Board policy prohibiting discrimination and harassment based on race, color, and national origin, and retaliation, and an accessible and age-appropriate summary of the policy	2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*	6.42, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*
Notify parents of their right to request their child's classroom teachers' qualifications	5:190-E1, *Notice to Parents of Their Right to Request Their Child's Classroom Teachers' Qualifications*	12.130, *Parent Notices Required by the Every Student Succeeds Act*

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Mandatory Topics	IASB PRM	IPA MSH
Educational rights of homeless students in the location where homeless children receive services	6:140, *Education of Homeless Children* 6:140-AP, *Education of Homeless Children*	12.30, *Homeless Child's Right to Education*
Notice of parent/guardian and student rights under the Protection of Pupil Rights Act	7:15, *Student and Family Privacy Rights* 7:15-E, *Notification to Parents of Family Privacy Rights*	11.10, *Student Privacy Protections*
Notice to parents/guardians about social network passwords	7:140, *Search and Seizure* 7:140- E, *Letter to Parents/Guardians Regarding the Right to Privacy in the School Setting Act*	6.70, *Access to Student Social Networking Passwords & Websites*
Notice concerning privacy and access rights to school student records	7:340, *Student Records* 7:340-AP1, E1, *Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records* 7:340-AP1, E2, *Using a Photograph or Video Recording of a Student*	11.20, *Student Records*
Disclosure of directory information	7:340-AP1, E1, *Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records* 7:340-AP1, E2, *Using a Photograph or Video Recording of a Student*	11.20, *Student Records*
Information classified as directory information and for objecting to disclosure of information	7:340-AP1, E1, *Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records*	11.20, *Student Records*
Military recruiting	7:340-AP1, E3, *Letter to Parents and Eligible Students Concerning Military Recruiters and Postsecondary Institutions Receiving Student Directory Information*	11.20, *Student Records*

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Mandatory Topics	IASB PRM	IPA MSH
	7:340-AP1, E4, *Frequently Asked Questions Regarding Military Recruiter Access to Students and Student Information*	
Student biometric information (when applicable)	7:340, *Student Records* 7:340-AP1, E5, *Biometric Information Collection Authorization*	11.30, *Student Biometric Information*
Notice to parents/guardians concerning student data collected by schools and operators under the Student Online Personal Protection Act	7:345-AP, E2, *Student Data Privacy; Notice to Parents About Educational Technology Vendors*	7.40, *Annual Notice to Parents about Educational Technology Vendors Under the Student Online Personal Protection Act*
Notice of disability accommodation	8:70, A*ccommodating Individuals with Disabilities*	1.110, *Accommodating Individuals with Disabilities*
Ensuring Success in School (ESS) Law	7:255, *Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence* 7:255-AP1, *Supporting Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence* 7:255-AP2, *Complaint Resolution Procedure for Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence*	5.80, *Ensuring Student Success Act*

General Information

Mandatory Topics	IASB PRM	IPA MSH
Notice before a pesticide application	4:160, *Environmental Quality of Buildings and Grounds* 4:160-AP, *Environmental Quality of Buildings and Grounds*	12.80, *Pesticide Application Notice*

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Mandatory Topics	IASB PRM	IPA MSH
Availability of information concerning sex offenders	4:175-AP1, *Criminal Offender Notification Laws; Screening* 4:175-AP1, E1, *Informing Parents/Guardians About Offender Community Notification Laws*	12.110, *Sex Offender Notification Law*
School bus safety	4:110-AP3, *School Bus Safety Rules*	4.10, *Bus Transportation*
Asbestos management plan, notice of availability		
Notice to parents/guardians and staff of IHSA's online training video about hands-only CPR and AED	4:170, *Safety* 4:170-AP6, E1, *School Staff AED Notification Letter*	
Evidence-informed educational information for parents/guardians on the warning signs of child sexual abuse and grooming, and assistance, referral, or resource information	4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*	1.180, *Awareness and Prevention of Child Sexual Abuse, Grooming Behaviors, and Boundary Violations*
Contact information for the National Suicide Prevention Lifeline, the Crisis Text Line, and either the Safe2Help Illinois helpline and/or a local suicide prevention hotline	7:290, *Suicide and Depression Awareness and Prevention* 7:290-AP, *Resource Guide for Implementation of Suicide and Depression Awareness and Prevention Program*	
Notice that a student athlete and his/her parent must sign acknowledgement of receiving the concussion policy (required only for IHSA schools)	7:305, *Student Athlete Concussions and Head Injuries* 7:305-AP, *Program for Managing Student Athlete Concussions and Head Injuries*	9.30, *Student Athlete Concussions and Head Injuries*
School visitation rights notice	8:95-E1, *Letter Notifying Parents/Guardians of School Visitation Rights* 8:95-E2, Verification of School Visitation	12.70, *School Visitation Rights*

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Mandatory Topics	IASB PRM	IPA MSH
Ill. State Board of Election's ~~one page document~~*Registering to Vote in Illinois (pamphlet)* explaining voter registration process, available at www.elections.il.gov/ under Information for Voters (high schools only)		
Employee code of professional conduct	5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*	1.185, *Faith's Law Notifications*
Notice to parents/guardians of the availability of the Ill. State Board of Education's *Sexual Abuse Response and Prevention Resource Guide*, at www.isbe.net/Documents/Faiths-Law-Resource-Guide.pdf	5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*	1.200, *Sexual Abuse Response and Prevention Resource Guide*

Recommended Notices

Student Services

Recommended Topics	IASB PRM	IPA MSH
Information regarding waiver of student fees	4:140, *Waiver of Student Fees*	3.10, *Fees, Fines & Charges; Waiver of Student Fees*
Fire drill program, building specific plan	4:170, *Safety* 4:170-AP1, *Comprehensive Safety and Security Plan*	5.40, *Safety Drill Procedures and Conduct*
School safety plans, including severe weather and injury or sudden illness	4:170, *Safety* 4:170-AP1, *Comprehensive Safety and Security Plan* 4:170-AP1, E1, *Accident or Injury Form*	2.100, *Home and Hospital Instruction*
School violence prevention program, including threat assessment teams	4:190, *Targeted School Violence Prevention Program* 4:190-AP2, *Threat Assessment Team (TAT)*	5.70, *Targeted School Violence Prevention Program* 5.70-E, *Targeted School Violence Prevention and Threat*

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Recommended Topics	IASB PRM	IPA MSH
		Assessment Education
Home and hospital instruction	6:150, *Home and Hospital Instruction*	2.100, *Home and Hospital Instruction*
Student residency and tuition	7:60, *Residence* 7:60-AP1, *Challenging a Student's Residence Status* 7:60-AP2, *Establishing Student Residency* 7:60-AP2, E1, *Letter of Residence from Landlord in Lieu of Lease* 7:60-AP2, E2, *Letter of Residence to be Used When the Person Seeking to Enroll a Student is Living with a District Resident* 7:60-AP2, E3, *Evidence of Non-Parent's Custody, Control and Responsibility of a Student*	
Parking, building specific	7:140, *Search and Seizure*	4.20, *Parking*
Health and school counselor and social work access	7:250, *Student Support Services*	5.30, *Guidance & Counseling*
Communicable and infectious disease	7:280, *Communicable and Chronic Infectious Disease* 7:280-AP, *Managing Students with Communicable or Infectious Diseases*	5.50, *Communicable Disease* 5.60, *Head Lice*
Students with diabetes	6:120-AP4, *Care of Students with Diabetes*	1.130, *Care of Students with Diabetes* 1.130-E1, *Authorization to Provide Diabetic Care*
Medical cannabis administration	7:270-E2, *School Medication Authorization Form - Medical Cannabis*	5.20, *Student Medication*

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Recommended Topics	IASB PRM	IPA MSH
Anaphylaxis prevention and response	7:285, *Anaphylaxis Prevention, Response, and Management Program* 7:285-AP, *Anaphylaxis Prevention, Response, and Management Program*	1.190, *Prevention of Anaphylaxis*
Telephone use, building specific		

Student Programs

Recommended Topics	IASB PRM	IPA MSH
Weighted grades	6:280-AP, *Evaluating and Reporting Student Achievement*	
District philosophy and goals	1:30, *School District Philosophy* 3:10, *Goals and Objectives* 6:10, *Educational Philosophy and Objectives*	
Remote Learning and/or e-learning program(s)	6:20, *School Year Calendar and Day* 6:20-AP, *Remote and/or Blended Remote Learning Day Plan(s)* 6:185, *Remote Educational Program*	
Anti-bias curriculum	6:60, *Curriculum Content*	
Driver education eligibility and requirements (high schools only)	6:60, *Curriculum Content*	
Parental objections to sex education, family life instruction, and sexually transmitted diseases	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 Statutory* ~~*or*~~ *Opt-outs*	12.40, *Family Life & Sex Education Classes* 12.40-E1, *Notice to Parents/Guardians on Sex Education Instruction*
Biking and Walking Safety Education	6:60-AP1, E2, *Resources for Biking and Walking Safety Education*	

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Recommended Topics	IASB PRM	IPA MSH
Accelerated placement availability	6:135, *Accelerated Placement Program*	2:90, *Credit for Proficiency, Non-District Experiences, Course Substitutions and Accelerated Placement*
Adaptive physical education program exemption	6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*	2.80, *Exemption from PE Requirement (Regular Education)*
Bilingual education availability	6:160, *English Learners*	12.60, *English Learners*
Co-curricular activities	6:190, *Extracurricular and Co-Curricular Activities*	9.10, *Extracurricular and Athletic Activities Code of Conduct*
"No Pass, No Play"	6:190, *Extracurricular and Co-Curricular Activities* 6:190-AP, *Academic Eligibility for Participation in Extracurricular Activities*	9.10, *Extracurricular and Athletic Activities Code of Conduct*
Parental right to review instructional materials	6:210, *Instructional Materials*	11.10, *Student Privacy Protections*
Acceptable use and Internet safety	6:235, *Access to Electronic Networks* 6:235-AP1, *Acceptable Use of the District's Electronic Networks* 6:235-AP1, E1, *Student Authorization for Access to the District's Electronic Networks* 6:235-AP1, E2, *Staff Authorization for Access to the District's Electronic Networks*	7.10, *Acceptable Use of the District's Electronic Networks* 7.10-E1, *Student Authorization for Access to the District's Electronic Networks*
Social promotion	6:280, *Grading and Promotion* 6:280-AP, *Evaluating and Reporting Student Achievement*	2.60, *Grading and Promotion*

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Recommended Topics	IASB PRM	IPA MSH
High school graduation requirements (high schools only)	6:300, *Graduation Requirements*	2.120, *High School Graduation Requirements*
Right of students with IEP to participate in graduation ceremony (high schools only)	6:300, *Graduation Requirements*	10.40, *Certificate of High School Completion*
Physical education, including waiver of required classes	6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*	2.80, *Exemption from PE Requirement (Regular Education)* 10.30, *Exemption from PE Requirement (Special Education)*
Class schedules, building specific		
Schedule of testing programs, building specific	6:340, *Student Testing and Assessment Program*	
Student distribution of non-curricular material	7:310, *Restrictions on Publications; Elementary Schools* 7:310-AP, *Guidelines for Student Distribution of Non-School Sponsored Publications; Elementary Schools* 7:315, *Restrictions on Publications; High Schools* 7:315-AP, *Guidelines for Student Distribution of Non-School Sponsored Publications; High Schools*	7.20, *Guidelines for Student Distribution of Non-School Sponsored Publications* 7.27, *Access to Non-School Sponsored Publications*

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General Information

Recommended Topics	IASB PRM	IPA MSH
School calendar	6:20, *School Year Calendar and Day*	
Field trip	6:240, *Field Trips* 6:240-AP, *Field Trip Guidelines*	6.60, *Field Trips*

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Recommended Topics	IASB PRM	IPA MSH
Release time for religious instruction/observance	7:80, *Release Time for Religious Instruction/Observance*	2.30, *Release Time for Religious Instruction and Observance*
Release time for students voting in elections	7:90, *Release During School Hours*	
Extracurricular drug and alcohol testing (if applicable)	7:240-AP2, *Extracurricular Drug and Alcohol Testing Program* 7:240-AP2, E1, *Consent to Participate in Extracurricular Drug and Alcohol Testing Program*	9.10, *Extracurricular and Athletic Activities Code of Conduct*
Eligibility to remove college entrance exams from student transcripts	7:340, *Student Records*	11.20, *Student Records*
Equal access to school facilities	8:20, *Community Use of School Facilities*	
Identification and registration of persons entering the school building	8:30, *Visitors to and Conduct on School Property*	1.40, *Visitors*
Statement that the handbook is: 1. Only a summary of board policies governing the district; board policies are available to the public at the district office 2. A document that may be amended during the year without notice 3. Is a communication tool of all policies to persons expected to execute and comply with them	2:240, *Board Policy Development*	1.20, *Student/Parent Handbook Acknowledgement and Pledge* 1.30, *General School Information*
Address of District offices, list of administrators, and contact information	2:250, *Access to District Public Records* 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*	1.30, *General School Information*
Board members' names	2:250, *Access to District Public Records*	1.30, *General School Information*

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Recommended Topics	IASB PRM	IPA MSH
	2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*	
List of District school addresses	2:250, *Access to District Public Records* 2:250-E2, *Immediately Available District Public Records and Web-Posted Reports and Records*	1.30, *General School Information*

Special Circumstance Notifications

Special Circumstance Topics	IASB PRM	IPA MSH
Notification for unsafe school transfer choice	4:170, *Safety* 4:170-AP5, *Unsafe School Choice Option*	12.100, *Unsafe School Choice Option*
Notification of right to review teachers' qualifications	5:190, *Teacher Qualifications* 5:190-E1, *Notice to Parents of Their Right to Request Their Child's Classroom Teachers' Qualifications* 5:190-E2, *Notice to Parents When Their Child Is Assigned To or Has Been Taught for at Least Four Straight Weeks By a Teacher Who Does Not Meet Applicable State Certification/Licensure Requirements* 5:190-E3, *Letter to Teacher Who Does Not Meet Applicable State Certification/Licensure Requirements for the Grade Level and Subject Area of Assignment*	12.130, *Parent Notices Required by the Every Student Succeeds Act*

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Special Circumstance Topics	IASB PRM	IPA MSH
Notice when: 1. Student is being taught by a teacher who is not highly qualified, 2. School identified as in need of improvement, 3. Schools are identified for corrective action, 4. Schools are identified for restructuring, 5. There is eligibility for supplemental educational services, and 6. The district offers voluntary school choice, if applicable	5:190-E2, *Notice to Parents When Their Child Is Assigned To or Has Been Taught for at Least Four Straight Weeks By a Teacher Who Does Not Meet Applicable State Certification/Licensure Requirements* 6:15, *School Accountability*	
Credit for proficiency	6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*	2.90, *Credit for Proficiency, Non-District Experiences, Course Substitutions and Accelerated Placement*

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Students

Exhibit - Certificate of Physical Fitness for Participation in Athletics [1]

To be submitted to the Building Principal. (please print)

Student	Sport/Activity
Parent/Guardian	Home phone
Home address	Cell phone
Emergency contact *(relationship to student)*	Contact phone
Physician	Physician phone

Medical History: Date of Birth:_____ Height:_____ Weight:_____

☐ Heart condition ☐ Diabetes ☐ Asthma: ☐ Requires child to self-administer medication

☐ Epilepsy ☐ Allergies: ☐ Requires student to carry ~~EpiPen®~~epinephrine

☐ Other_____

List all medications *(prescribed and over the counter)*

Injuries *(brief description and dates)*

Surgeries *(brief description and dates)*

Physical activity restrictions *(brief description and duration)*

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The footnotes should be removed before the material is used.

[1] Secondary schools should substitute the IHSA and IESA's Pre-Participation Examination Form for this form when the sport is IHSA regulated. It is available at: www.ihsa.org/resources/download-center~~www.ihsa.org/Resources/Download-Center~~.

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I certify that:

1. My child is in good health and is capable of participating in the above sport or activity. No need exists to limit my child's participation. I assume full responsibility for my child's physical condition and participation, and will notify you of any changes.
2. I have completed and submitted the *Authorization for Medical Treatment*[2] form allowing the school to seek medical treatment for my child in the event of a medical emergency when reasonable attempts to contact me are unsuccessful.
3. If my child requires or may need medication while participating in athletics, I have completed and submitted the *School Medication Authorization Form*. [3]

Parent/Guardian signature

Date

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The footnotes should be removed before the material is used.

[2] See sample exhibit 7:300-E3, *Authorization for Medical Treatment.*

[3] See sample exhibit 7:270-E1, *School Medication Authorization Form.*

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Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Jeff Dase, Deputy Superintendent
Date: May 12, 2026
Re: Act II Transportation

It is recommended that the Board of Education approve Act II Transportation, 310 East First Avenue, Coal Valley, IL, for transportation services for various school activities. While Johannes Bus Services is used as our first choice, Act II provides an additional option when larger buses are required or when Johannes is unavailable. The district has worked with Act II Transportation for over 11 years and values their reliable customer service and quality service.

Spending History:

FY26	$220,452.50 (as of April 28, 2026)
FY25	$217,000.00
FY24	$152,737.00

It is recommended that the Board of Education approve the attached contract for services with Act II Transportation for busing services not to exceed $225,000.00 for the 2026-2027 school year.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: Not to Exceed $225,000.00
Funding Source: Transportation Fund

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Act II Transportation **EMAIL:** ricklawson@actiitransportation.com

ADDRESS: 310 East 1st Ave Coal Valley, IL 61240

DATES OF SERVICE TO BE COMPLETED: 2026-2027 School Year

SCHOOL DISTRICT CONTACT: Mike Emendorfer

COMPENSATION: $ not to exceed 225,000.00

DESCRIPTION OF DUTIES:

Transportation and busing for various school events

Lawson Enterprises, INC DBA Act II Transportation
Owner: Rick Lawson

Is this a Subscription/Software: Yes ☐ or No ☒

If NO, go to next section. If YES, complete below, then go to next section (no vendor signature)

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☒

Requesting School: RIHS, EJHS, WJHS

Budget Code: 4-5-100-000-1501-3310, 4-5-160-000-1501-3310, 4-5-180-000-1501-3310

Signature of Vendor: Rick Lawson **Date:** 4/30/26

Signature of Budget Administrator: _____ **Date:** 4/30/26

_____ _____

Superintendent or School Board President **Date**

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Scott Vance, Assistant Superintendent for Teaching and Learning
Date: May 12, 2026
Re: Annual Amplify Curriculum Renewal

The Teaching and Learning department annually purchases materials, digital licenses, and instructional professional development in support of the approved Rock Island-Milan School District curriculum.

The digital components are the online teacher and/or student access to the curriculum as well as intervention materials for math, reading, and science.

Amplify: $244,270.34

- mClass Intervention digital licences: $34,650.00
- Boost Reading site licenses: $42,750.00
- Amplify Science licenses: $33,725.00
- K-2 CKLA materials: $93,644.26
- 6-8 Amplify Science materials and professional development: $33,101.08
- Amplify CKLA Professional Development: $6400

Amplify Education provides the District with curriculum materials and digital licenses for it's K-2 English Language Art Curriculum, including supplemental and intervention materials such as Boost Reading and mClass. In addition, the District contracts with Amplify Education to provide Science materials for students in grades 6th through 8th.

It is recommended that the Board of Education approve the purchase of curriculum materials and digital licenses at a total cost of $244,270.34 from Amplify Education, 55 Washington Street, Suite 900, Brooklyn, NY.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: $244,270.34
Funding Source: Federal Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Amplify **EMAIL:** kmcdonald@amplify.com

ADDRESS: 55 Washington Street, Brooklyn, NY, 11201

DATES OF SERVICE TO BE COMPLETED: 2026-2027

SCHOOL DISTRICT CONTACT: Stacey Golz

COMPENSATION: $ 244,270.34

DESCRIPTION OF DUTIES:

mClass Intervention digital licences: $34,650.00
Boost Reading site licenses: $42,750.00
Amplify Science licenses: $33,725.00
K-2 CKLA materials: $93,644.26
6-8 Amplify Science materials and professional development: $33,101.08
Amplify CKLA Professional Development: $6400

Is this a Subscription/Software: Yes ■ or No ☐

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: CKLA/Boost **Website:** www.amplify.com

Subscription/Software Start Date: 07/01/2026 **End Date:** 06/30/2027

SOPPA Approved: Yes ■ or No ☐

Requester Name/Building: District Elementary Schools, EJHS, WJHS, and TMLC

Budget Code: Federal Funds

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: _____ **Date:** 05/12/2026

_____ _____

Superintendent or School Board President **Date**

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-756804-1
PQ #:	PQ 251201-500663
Date:	4/23/2026
Expires On:	5/23/2026
Delivery Service Level:	Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

Jefferson

Science Grade 6

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Full Year Grade 6 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2026-2027)	57.00	$25.00	$1,425.00
Amplify Science MS G6 Integrated Teacher License - 1yr (2026-2027)	2.00	$0.00	$0.00
TOTAL			$1,425.00

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	Standard	$0.00	$0.00

GRAND TOTAL $1,425.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.

- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify’s IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify’s written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users’ accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form (“Confidential Information”). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer’s contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer (“Student Data”). Student Data may include personal information from a student’s “educational records,” as defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a “school official” under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children’s Online Privacy Protection Act (“COPPA”), the Protection of Pupil Rights Amendment (“PPRA”), and applicable state laws relating to student data privacy. Amplify’s Customer Privacy Policy at amplify.com/customer-privacy (“Privacy Policy”) will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer’s student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users’ use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement (“Customer Materials”), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of

such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

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Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-756803-2
PQ #:	PQ 251201-500666
Date:	4/23/2026
Expires On:	5/23/2026
Delivery Service Level:	Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

RICMS

Science Grade 6

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS G6 Integrated Teacher License - 1yr (2026-2027)	2.00	$0.00	$0.00
Amplify Science Full Year Grade 6 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2026-2027)	68.00	$25.00	$1,700.00
Amplify Science Middle School: Microbiome Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	69.00	$3.99	$275.31
Amplify Science Middle School: Metabolism Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	77.00	$3.99	$307.23
Amplify Science Middle School: Metabolism Engineering Internship Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	53.00	$3.99	$211.47
Amplify Science Middle School: Traits and Reproduction Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	4.00	$3.99	$15.96
TOTAL			$2,509.97

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	Standard	$97.20	$97.20

GRAND TOTAL $2,607.17

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

Amplify Education, Inc.

P.O. Box 392294
Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives

thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

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student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

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We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-756802-1
PQ #:	PQ 251029-495027
Date:	4/23/2026
Expires On:	5/23/2026
Delivery Service Level:	Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

RI Academy

Science Grade 6

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Full Year Grade 6 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2026-2027)	75.00	$25.00	$1,875.00
Amplify Science MS G6 Integrated Teacher License - 1yr (2026-2027)	2.00	$0.00	$0.00
TOTAL			$1,875.00

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	Standard	$0.00	$0.00

GRAND TOTAL $1,875.00

Scope and Duration

Payment Terms:

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- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
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License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.

- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify’s IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify’s written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users’ accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form (“Confidential Information”). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer’s contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer (“Student Data”). Student Data may include personal information from a student’s “educational records,” as defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a “school official” under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children’s Online Privacy Protection Act (“COPPA”), the Protection of Pupil Rights Amendment (“PPRA”), and applicable state laws relating to student data privacy. Amplify’s Customer Privacy Policy at amplify.com/customer-privacy (“Privacy Policy”) will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer’s student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users’ use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement (“Customer Materials”), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of

such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.
Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-756799-1
PQ #:	PQ 251103-495967
Date:	4/23/2026
Expires On:	5/23/2026
Delivery Service Level:	Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

Willard

Science Grade 6

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Full Year Grade 6 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2026-2027)	35.00	$25.00	$875.00
Amplify Science MS G6 Integrated Teacher License - 1yr (2026-2027)	2.00	$0.00	$0.00
Amplify Science Middle School: Metabolism Engineering Internship Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	42.00	$3.99	$167.58
TOTAL			$1,042.58

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	Standard	$20.11	$20.11

GRAND TOTAL $1,062.69

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
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- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

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Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

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4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer

software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

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9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by

Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.
Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under

this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-756798-1
PQ #:	PQ 251029-494867
Date:	4/23/2026
Expires On:	5/23/2026
Delivery Service Level:	Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

Eugene Field

Science Grade 6

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS G6 Integrated Teacher License - 1yr (2026-2027)	3.00	$0.00	$0.00
Amplify Science Full Year Grade 6 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2026-2027)	63.00	$25.00	$1,575.00
Amplify Science Middle School: Microbiome Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	85.00	$3.99	$339.15
Amplify Science Middle School: Metabolism Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	85.00	$3.99	$339.15
Amplify Science Middle School: Metabolism Engineering Internship Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	7.00	$3.99	$27.93
Amplify Science Middle School: Traits and Reproduction Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	5.00	$3.99	$19.95
TOTAL			$2,301.18

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	Standard	$87.14	$87.14

GRAND TOTAL $2,388.32

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

Amplify Education, Inc.

P.O. Box 392294
Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives

thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

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student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

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14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

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joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-756797-1
PQ #:	PQ 251029-494873
Date:	4/23/2026
Expires On:	5/23/2026
Delivery Service Level:	Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

Hanson

Science Grade 6

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS G6 Integrated Teacher License - 1yr (2026-2027)	2.00	$0.00	$0.00
Amplify Science Full Year Grade 6 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2026-2027)	51.00	$25.00	$1,275.00
Amplify Science Middle School: Microbiome Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	42.00	$3.99	$167.58
Amplify Science Middle School: Metabolism Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	16.00	$3.99	$63.84
Amplify Science Middle School: Metabolism Engineering Internship Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	55.00	$3.99	$219.45
Amplify Science Middle School: Traits and Reproduction Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	58.00	$3.99	$231.42
Amplify Science Middle School: Earth's Changing Climate Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	15.00	$3.99	$59.85
TOTAL			$2,017.14

Science Grade 7

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Full Year Grade 7 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2026-2027)	19.00	$25.00	$475.00
Amplify Science MS G7 Integrated Teacher License - 1yr (2026-2027)	1.00	$0.00	$0.00
TOTAL			$475.00

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	Standard	$89.06	$89.06

GRAND TOTAL $2,581.20

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer

prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify

will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.
Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state’s, commonwealth’s, or territory’s choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-756795-1
PQ #:	PQ 251103-495966
Date:	4/23/2026
Expires On:	5/23/2026
Delivery Service Level:	Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

Denkmann

Science Grade 6

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS G6 Integrated Teacher License - 1yr (2026-2027)	2.00	$0.00	$0.00
Amplify Science Full Year Grade 6 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2026-2027)	48.00	$25.00	$1,200.00
Amplify Science Middle School: Microbiome Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	52.00	$3.99	$207.48
Amplify Science Middle School: Metabolism Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	52.00	$3.99	$207.48
Amplify Science Middle School: Metabolism Engineering Internship Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	53.00	$3.99	$211.47
Amplify Science Middle School: Traits and Reproduction Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	45.00	$3.99	$179.55
TOTAL			$2,005.98

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	Standard	$96.72	$96.72

GRAND TOTAL $2,102.70

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
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- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

Amplify Education, Inc.

P.O. Box 392294
Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

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Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

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thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

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8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's

student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.
Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent,

joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-756806-1
PQ #:	PQ 251103-495962
Date:	4/23/2026
Expires On:	5/23/2026
Delivery Service Level:	Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

Washington JHS

Science Grade 7

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Full Year Grade 7 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2026-2027)	246.00	$25.00	$6,150.00
Amplify Science MS G7 Integrated Teacher License - 1yr (2026-2027)	3.00	$0.00	$0.00
Amplify Science Middle School: Geology on Mars Investigation Notebook with Article Compilation - 1yr (2026-2027)	131.00	$3.99	$522.69
Amplify Science Middle School: Plate Motion Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	231.00	$3.99	$921.69
Amplify Science Middle School: Rock Transformations Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	151.00	$3.99	$602.49
Amplify Science Middle School: Phase Change Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	241.00	$3.99	$961.59
Amplify Science Middle School: Chemical Reactions Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	234.00	$3.99	$933.66
Amplify Science Middle School: Populations and Resources Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	265.00	$3.99	$1,057.35
Amplify Science Middle School: Matter and Energy in Ecosystems Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	275.00	$3.99	$1,097.25
TOTAL			$12,246.72

Science Grade 8

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS G8 Integrated Teacher License - 1yr (2026-2027)	3.00	$0.00	$0.00

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Full Year Grade 8 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2026-2027)	253.00	$25.00	$6,325.00
Amplify Science Middle School: Force and Motion Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	128.00	$3.99	$510.72
Amplify Science Middle School: Magnetic Fields Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	176.00	$3.99	$702.24
Amplify Science Middle School: Light Waves Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	148.00	$3.99	$590.52
Amplify Science Middle School: Earth, Moon, and Sun Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	173.00	$3.99	$690.27
Amplify Science Middle School: Evolutionary History Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	70.00	$3.99	$279.30
TOTAL			$9,098.05

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	Standard	$1,064.37	$1,064.37

GRAND TOTAL $22,409.14

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:

- Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. (“Amplify”) and the local education agency or authority, school district, school network, independent school, or other regional education system (“Customer”) for the license and use of one or more of Amplify products or services (the “Products”), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the “Quote”). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the “Agreement”), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any

Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

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11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

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We are delighted to work with you and we thank you for your order!

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-756805-1
PQ #:	PQ 251031-495577
Date:	4/23/2026
Expires On:	5/23/2026
Delivery Service Level:	Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

Edison JHS

Science Grade 7

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Full Year Grade 7 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2026-2027)	175.00	$25.00	$4,375.00
Amplify Science MS G7 Integrated Teacher License - 1yr (2026-2027)	3.00	$0.00	$0.00
Amplify Science Middle School: Geology on Mars Investigation Notebook with Article Compilation - 1yr (2026-2027)	179.00	$3.99	$714.21
Amplify Science Middle School: Plate Motion Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	108.00	$3.99	$430.92
Amplify Science Middle School: Plate Motion Engineering Internship Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	172.00	$3.99	$686.28
Amplify Science Middle School: Rock Transformations Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	168.00	$3.99	$670.32
Amplify Science Middle School: Phase Change Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	163.00	$3.99	$650.37
Amplify Science Middle School: Phase Change Engineering Internship Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	204.00	$3.99	$813.96
Amplify Science Middle School: Chemical Reactions Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	167.00	$3.99	$666.33
Amplify Science Middle School: Populations and Resources Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	176.00	$3.99	$702.24
Amplify Science Middle School: Matter and Energy in Ecosystems Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	177.00	$3.99	$706.23
TOTAL			$10,415.86

Science Grade 8

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS G8 Integrated Teacher License - 1yr (2026-2027)	3.00	$0.00	$0.00
Amplify Science Full Year Grade 8 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2026-2027)	175.00	$25.00	$4,375.00
Amplify Science Middle School: Harnessing Human Energy Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	167.00	$3.99	$666.33
Amplify Science Middle School: Force and Motion Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	159.00	$3.99	$634.41
Amplify Science Middle School: Force and Motion Engineering Internship Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	169.00	$3.99	$674.31
Amplify Science Middle School: Magnetic Fields Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	162.00	$3.99	$646.38
Amplify Science Middle School: Light Waves Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	167.00	$3.99	$666.33
Amplify Science Middle School: Earth, Moon, and Sun Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	167.00	$3.99	$666.33
Amplify Science Middle School: Natural Selection Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	167.00	$3.99	$666.33
Amplify Science Middle School: Evolutionary History Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	167.00	$3.99	$666.33
TOTAL			$9,661.75

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	Standard	$1,359.31	$1,359.31

GRAND TOTAL $21,436.92

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:

- For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
- For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.

- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify’s IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify’s written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users’ accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form (“Confidential Information”). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer’s contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer (“Student Data”). Student Data may include personal information from a student’s “educational records,” as defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a “school official” under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children’s Online Privacy Protection Act (“COPPA”), the Protection of Pupil Rights Amendment (“PPRA”), and applicable state laws relating to student data privacy. Amplify’s Customer Privacy Policy at amplify.com/customer-privacy (“Privacy Policy”) will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer’s student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users’ use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement (“Customer Materials”), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of

such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.
Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-756801-1
PQ #:	PQ 250602-438240
Date:	4/23/2026
Expires On:	5/23/2026
Delivery Service Level:	Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

Ridgewood

Science Grade 6

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS G6 Integrated Teacher License - 1yr (2026-2027)	2.00	$0.00	$0.00
Amplify Science Full Year Grade 6 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2026-2027)	39.00	$25.00	$975.00
Amplify Science Middle School: Microbiome Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	15.00	$3.99	$59.85
Amplify Science Middle School: Metabolism Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	8.00	$3.99	$31.92
Amplify Science Middle School: Metabolism Engineering Internship Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	20.00	$3.99	$79.80
Amplify Science Middle School: Traits and Reproduction Student Investigation Notebook with Article Compilation - 1yr (2026-2027)	55.00	$3.99	$219.45
TOTAL			$1,366.02

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	Standard	$46.92	$46.92

GRAND TOTAL $1,412.94

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
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- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

Amplify Education, Inc.

P.O. Box 392294
Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

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Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives

thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's

student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.
Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent,

joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-756800-1
PQ #:	PQ 250602-438241
Date:	4/23/2026
Expires On:	5/23/2026
Delivery Service Level:	Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

Longfellow

Science Grade 6

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Full Year Grade 6 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2026-2027)	30.00	$25.00	$750.00
Amplify Science MS G6 Integrated Teacher License - 1yr (2026-2027)	2.00	$0.00	$0.00
TOTAL			$750.00

GRAND TOTAL $750.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.

- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

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promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

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9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

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RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

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Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-756807-1
PQ #:	PQ 250602-438248
Date:	4/23/2026
Expires On:	5/23/2026
Delivery Service Level:	Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

Marshall LC

Science Grade 6

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Full Year Grade 6 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2026-2027)	5.00	$25.00	$125.00
Amplify Science MS G6 Integrated Teacher License - 1yr (2026-2027)	1.00	$0.00	$0.00
TOTAL			$125.00

Science Grade 7

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Full Year Grade 7 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2026-2027)	5.00	$25.00	$125.00
Amplify Science MS G7 Integrated Teacher License - 1yr (2026-2027)	1.00	$0.00	$0.00
TOTAL			$125.00

Science Grade 8

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Full Year Grade 8 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2026-2027)	5.00	$25.00	$125.00
Amplify Science MS G8 Integrated Teacher License - 1yr (2026-2027)	1.00	$0.00	$0.00
TOTAL			$125.00

GRAND TOTAL $375.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details

- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or

other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at

amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

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We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-755556-1
PQ #:	PQ 260421-522358
Date:	4/21/2026
Expires On:	5/21/2026
Delivery Service Level:	Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Two 1/2 Day A.M./P.M. Sessions (1 Day Onsite)	2.00	$3,200.00	$6,400.00
TOTAL		$3,200.00	$6,400.00

GRAND TOTAL $6,400.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
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  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
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- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

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Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. (“Amplify”) and the local education agency or authority, school district, school network, independent school, or other regional education system (“Customer”) for the license and use of one or more of Amplify products or services (the “Products”), as specified in the receipt, price quote, proposal,

renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject

to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH

THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.
Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-754993-1
PQ #:	PQ 251009-488619
Date:	4/21/2026
Expires On:	5/21/2026
Delivery Service Level:	Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

Thomas Jefferson

CKLA Grade K

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Skills Readers, All Units (1 of each)	978-1-68391-220-0	50.00	$19.96	$0.00	$998.00
Amplify CKLA 2nd Ed GK Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-064-1	57.00	$5.60	$0.00	$319.20
Amplify CKLA 2nd Ed GK Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-065-8	56.00	$5.60	$0.00	$313.60
Amplify CKLA 2nd Ed GK Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-066-5	54.00	$5.60	$0.00	$302.40
Amplify CKLA 2nd Ed GK Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-067-2	55.00	$5.60	$0.00	$308.00
CKLA 2nd Edition GK Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-068-9	49.00	$5.60	$0.00	$274.40
CKLA 2nd Edition GK Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-069-6	52.00	$5.60	$0.00	$291.20
CKLA 2nd Edition GK Skills U7 Activity Book - 1yr (2026-2027)	978-1-68161-070-2	51.00	$5.60	$0.00	$285.60

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Skills U8 Activity Book - 1yr (2026-2027)	978-1-68161-071-9	43.00	$5.60	$0.00	$240.80
CKLA 2nd Edition GK Skills U9 Activity Book - 1yr (2026-2027)	978-1-68161-072-6	47.00	$4.36	$0.00	$204.92
CKLA 2nd Edition GK Skills U10 Activity Book - 1yr (2026-2027)	978-1-68161-073-3	39.00	$5.60	$0.00	$218.40
TOTAL				$0.00	$3,756.52

CKLA Grade 1

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Edition G1 Skills Student Readers, All Units (1 of each)	978-1-68391-221-7	50.00	$19.96	$0.00	$998.00
CKLA 2nd Edition G1 Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-136-5	48.00	$5.60	$0.00	$268.80
CKLA 2nd Edition G1 Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-137-2	49.00	$5.60	$0.00	$274.40
CKLA 2nd Edition G1 Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-138-9	50.00	$5.60	$0.00	$280.00
CKLA 2nd Edition G1 Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-139-6	49.00	$5.60	$0.00	$274.40
CKLA 2nd Edition G1 Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-140-2	46.00	$5.60	$0.00	$257.60
CKLA 2nd Edition G1 Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-141-9	45.00	$5.60	$0.00	$252.00
CKLA 2nd Edition G1 Skills U7 Activity Book - 1yr (2026-2027)	978-1-68161-142-6	49.00	$5.60	$0.00	$274.40
TOTAL				$0.00	$2,879.60

CKLA Grade 2

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G2 Skills Readers, All Units (1 of each)	978-1-68391-222-4	50.00	$19.96	$0.00	$998.00
TOTAL				$0.00	$998.00

mCLASS Intervention

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS Intervention - School Site License - 1yr (2026-2027)	978-1-956859-71-3	1.00	$3,850.00	$0.00	$3,850.00
TOTAL				$0.00	$3,850.00

Boost Reading

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Boost Reading Site License (1-250 students) - 1yr (2026-2027)	978-1-954216-14-3	1.00	$4,750.00	$0.00	$4,750.00
TOTAL				$0.00	$4,750.00

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Standard	$916.09	$305.33	$610.76

TOTAL DISCOUNT	$305.33
GRAND TOTAL	$16,844.88

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.

- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify’s IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify’s written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users’ accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form (“Confidential Information”). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer’s contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer (“Student Data”). Student Data may include personal information from a student’s “educational records,” as defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a “school official” under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children’s Online Privacy Protection Act (“COPPA”), the Protection of Pupil Rights Amendment (“PPRA”), and applicable state laws relating to student data privacy. Amplify’s Customer Privacy Policy at amplify.com/customer-privacy (“Privacy Policy”) will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer’s student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users’ use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement (“Customer Materials”), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of

such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.
Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-754990-1
PQ #:	PQ 251010-489642
Date:	4/21/2026
Expires On:	5/21/2026
Delivery Service Level:	Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

Ridgewood

CKLA Grade K

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Skills Readers, All Units (1 of each)	978-1-68391-220-0	60.00	$19.96	$0.00	$1,197.60
Amplify CKLA 2nd Ed GK Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-064-1	29.00	$5.60	$0.00	$162.40
Amplify CKLA 2nd Ed GK Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-066-5	41.00	$5.60	$0.00	$229.60
Amplify CKLA 2nd Ed GK Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-067-2	67.00	$5.60	$0.00	$375.20
CKLA 2nd Edition GK Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-068-9	15.00	$5.60	$0.00	$84.00
CKLA 2nd Edition GK Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-069-6	61.00	$5.60	$0.00	$341.60
CKLA 2nd Edition GK Skills U7 Activity Book - 1yr (2026-2027)	978-1-68161-070-2	29.00	$5.60	$0.00	$162.40
CKLA 2nd Edition GK Skills U8 Activity Book - 1yr (2026-2027)	978-1-68161-071-9	21.00	$5.60	$0.00	$117.60

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Skills U9 Activity Book - 1yr (2026-2027)	978-1-68161-072-6	31.00	$4.36	$0.00	$135.16
CKLA 2nd Edition GK Skills U10 Activity Book - 1yr (2026-2027)	978-1-68161-073-3	52.00	$5.60	$0.00	$291.20
TOTAL				$0.00	$3,096.76

CKLA Grade 1

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Edition G1 Skills Student Readers, All Units (1 of each)	978-1-68391-221-7	60.00	$19.96	$0.00	$1,197.60
CKLA 2nd Edition G1 Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-136-5	42.00	$5.60	$0.00	$235.20
CKLA 2nd Edition G1 Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-137-2	38.00	$5.60	$0.00	$212.80
CKLA 2nd Edition G1 Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-138-9	32.00	$5.60	$0.00	$179.20
CKLA 2nd Edition G1 Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-139-6	36.00	$5.60	$0.00	$201.60
CKLA 2nd Edition G1 Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-140-2	45.00	$5.60	$0.00	$252.00
CKLA 2nd Edition G1 Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-141-9	14.00	$5.60	$0.00	$78.40
CKLA 2nd Edition G1 Skills U7 Activity Book - 1yr (2026-2027)	978-1-68161-142-6	34.00	$5.60	$0.00	$190.40
TOTAL				$0.00	$2,547.20

CKLA Grade 2

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G2 Skills Readers, All Units (1 of each)	978-1-68391-222-4	60.00	$19.96	$0.00	$1,197.60

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G2 Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-205-8	37.00	$5.60	$0.00	$207.20
CKLA 2nd Edition G2 Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-206-5	37.00	$5.60	$0.00	$207.20
CKLA 2nd Edition G2 Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-207-2	37.00	$5.60	$0.00	$207.20
CKLA 2nd Edition G2 Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-208-9	36.00	$5.60	$0.00	$201.60
CKLA 2nd Edition G2 Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-209-6	34.00	$5.60	$0.00	$190.40
CKLA 2nd Edition G2 Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-210-2	39.00	$5.60	$0.00	$218.40
TOTAL				$0.00	$2,429.60

mCLASS Intervention

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS Intervention - School Site License - 1yr (2026-2027)	978-1-956859-71-3	1.00	$3,850.00	$0.00	$3,850.00
TOTAL				$0.00	$3,850.00

Boost Reading

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Boost Reading Site License (1-250 students) - 1yr (2026-2027)	978-1-954216-14-3	1.00	$4,750.00	$0.00	$4,750.00
TOTAL				$0.00	$4,750.00

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Standard	$968.83	$322.91	$645.92

TOTAL DISCOUNT	$322.91
GRAND TOTAL	$17,319.48

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use

the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

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9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may

include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.

Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state’s, commonwealth’s, or territory’s choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-754992-1
PQ #: PQ 251010-489640
Date: 4/21/2026
Expires On: 5/21/2026
Delivery Service Level: Standard

Customer Contact Information

Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information

Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

RICMS

CKLA Grade K

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Skills Readers, All Units (1 of each)	978-1-68391-220-0	70.00	$19.96	$0.00	$1,397.20
Amplify CKLA 2nd Ed GK Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-064-1	71.00	$5.60	$0.00	$397.60
Amplify CKLA 2nd Ed GK Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-065-8	72.00	$5.60	$0.00	$403.20
Amplify CKLA 2nd Ed GK Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-066-5	70.00	$5.60	$0.00	$392.00
Amplify CKLA 2nd Ed GK Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-067-2	71.00	$5.60	$0.00	$397.60
CKLA 2nd Edition GK Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-068-9	69.00	$5.60	$0.00	$386.40
CKLA 2nd Edition GK Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-069-6	71.00	$5.60	$0.00	$397.60
CKLA 2nd Edition GK Skills U7 Activity Book - 1yr (2026-2027)	978-1-68161-070-2	71.00	$5.60	$0.00	$397.60

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Skills U8 Activity Book - 1yr (2026-2027)	978-1-68161-071-9	71.00	$5.60	$0.00	$397.60
CKLA 2nd Edition GK Skills U9 Activity Book - 1yr (2026-2027)	978-1-68161-072-6	71.00	$4.36	$0.00	$309.56
CKLA 2nd Edition GK Skills U10 Activity Book - 1yr (2026-2027)	978-1-68161-073-3	70.00	$5.60	$0.00	$392.00
TOTAL				$0.00	$5,268.36

CKLA Grade 1

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Edition G1 Skills Student Readers, All Units (1 of each)	978-1-68391-221-7	70.00	$19.96	$0.00	$1,397.20
CKLA 2nd Edition G1 Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-136-5	61.00	$5.60	$0.00	$341.60
CKLA 2nd Edition G1 Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-137-2	61.00	$5.60	$0.00	$341.60
CKLA 2nd Edition G1 Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-138-9	66.00	$5.60	$0.00	$369.60
CKLA 2nd Edition G1 Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-139-6	68.00	$5.60	$0.00	$380.80
CKLA 2nd Edition G1 Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-140-2	71.00	$5.60	$0.00	$397.60
CKLA 2nd Edition G1 Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-141-9	61.00	$5.60	$0.00	$341.60
TOTAL				$0.00	$3,570.00

CKLA Grade 2

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G2 Skills Readers, All Units (1 of each)	978-1-68391-222-4	70.00	$19.96	$0.00	$1,397.20

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G2 Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-205-8	75.00	$5.60	$0.00	$420.00
CKLA 2nd Edition G2 Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-206-5	75.00	$5.60	$0.00	$420.00
CKLA 2nd Edition G2 Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-207-2	64.00	$5.60	$0.00	$358.40
CKLA 2nd Edition G2 Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-208-9	58.00	$5.60	$0.00	$324.80
CKLA 2nd Edition G2 Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-209-6	74.00	$5.60	$0.00	$414.40
CKLA 2nd Edition G2 Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-210-2	71.00	$5.60	$0.00	$397.60
TOTAL				$0.00	$3,732.40

mCLASS Intervention

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS Intervention - School Site License - 1yr (2026-2027)	978-1-956859-71-3	1.00	$3,850.00	$0.00	$3,850.00
TOTAL				$0.00	$3,850.00

Boost Reading

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Boost Reading Site License (1-250 students) - 1yr (2026-2027)	978-1-954216-14-3	1.00	$4,750.00	$0.00	$4,750.00
TOTAL				$0.00	$4,750.00

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Standard	$1,508.49	$502.78	$1,005.71

TOTAL DISCOUNT	$502.78
GRAND TOTAL	$22,176.47

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use

the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may

include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.

Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state’s, commonwealth’s, or territory’s choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-754991-1
PQ #: PQ 260212-510482
Date: 4/21/2026
Expires On: 5/21/2026
Delivery Service Level: Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

RI Academy

CKLA Grade K

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Skills Readers, All Units (1 of each)	978-1-68391-220-0	85.00	$19.96	$0.00	$1,696.60
Amplify CKLA 2nd Ed GK Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-064-1	52.00	$5.60	$0.00	$291.20
Amplify CKLA 2nd Ed GK Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-065-8	12.00	$5.60	$0.00	$67.20
Amplify CKLA 2nd Ed GK Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-066-5	64.00	$5.60	$0.00	$358.40
Amplify CKLA 2nd Ed GK Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-067-2	56.00	$5.60	$0.00	$313.60
CKLA 2nd Edition GK Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-068-9	52.00	$5.60	$0.00	$291.20
CKLA 2nd Edition GK Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-069-6	53.00	$5.60	$0.00	$296.80
CKLA 2nd Edition GK Skills U7 Activity Book - 1yr (2026-2027)	978-1-68161-070-2	52.00	$5.60	$0.00	$291.20

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Skills U8 Activity Book - 1yr (2026-2027)	978-1-68161-071-9	50.00	$5.60	$0.00	$280.00
CKLA 2nd Edition GK Skills U9 Activity Book - 1yr (2026-2027)	978-1-68161-072-6	62.00	$4.36	$0.00	$270.32
CKLA 2nd Edition GK Skills U10 Activity Book - 1yr (2026-2027)	978-1-68161-073-3	77.00	$5.60	$0.00	$431.20
TOTAL				$0.00	$4,587.72

CKLA Grade 1

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Edition G1 Skills Student Readers, All Units (1 of each)	978-1-68391-221-7	85.00	$19.96	$0.00	$1,696.60
CKLA 2nd Edition G1 Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-136-5	76.00	$5.60	$0.00	$425.60
CKLA 2nd Edition G1 Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-137-2	70.00	$5.60	$0.00	$392.00
CKLA 2nd Edition G1 Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-138-9	73.00	$5.60	$0.00	$408.80
CKLA 2nd Edition G1 Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-139-6	79.00	$5.60	$0.00	$442.40
CKLA 2nd Edition G1 Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-140-2	72.00	$5.60	$0.00	$403.20
CKLA 2nd Edition G1 Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-141-9	82.00	$5.60	$0.00	$459.20
CKLA 2nd Edition G1 Skills U7 Activity Book - 1yr (2026-2027)	978-1-68161-142-6	81.00	$5.60	$0.00	$453.60
TOTAL				$0.00	$4,681.40

CKLA Grade 2

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G2 Skills Readers, All Units (1 of each)	978-1-68391-222-4	85.00	$19.96	$0.00	$1,696.60
CKLA 2nd Edition G2 Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-205-8	81.00	$5.60	$0.00	$453.60
CKLA 2nd Edition G2 Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-206-5	83.00	$5.60	$0.00	$464.80
CKLA 2nd Edition G2 Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-207-2	83.00	$5.60	$0.00	$464.80
CKLA 2nd Edition G2 Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-208-9	82.00	$5.60	$0.00	$459.20
CKLA 2nd Edition G2 Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-209-6	89.00	$5.60	$0.00	$498.40
CKLA 2nd Edition G2 Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-210-2	83.00	$5.60	$0.00	$464.80
TOTAL				$0.00	$4,502.20

mCLASS Intervention

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS Intervention - School Site License - 1yr (2026-2027)	978-1-956859-71-3	1.00	$3,850.00	$0.00	$3,850.00
TOTAL				$0.00	$3,850.00

Boost Reading

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Boost Reading Site License (1-250 students) - 1yr (2026-2027)	978-1-954216-14-3	1.00	$4,750.00	$0.00	$4,750.00
TOTAL				$0.00	$4,750.00

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Standard	$1,652.56	$550.80	$1,101.76

TOTAL DISCOUNT	$550.80
GRAND TOTAL	$23,473.08

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po

- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the

AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of

the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by

Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.
Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state’s, commonwealth’s, or territory’s choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-754988-1
PQ #:	PQ 251009-488616
Date:	4/21/2026
Expires On:	5/21/2026
Delivery Service Level:	Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

Longfellow

CKLA Grade K

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Skills Readers, All Units (1 of each)	978-1-68391-220-0	50.00	$19.96	$0.00	$998.00
Amplify CKLA 2nd Ed GK Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-064-1	50.00	$5.60	$0.00	$280.00
Amplify CKLA 2nd Ed GK Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-065-8	51.00	$5.60	$0.00	$285.60
Amplify CKLA 2nd Ed GK Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-066-5	51.00	$5.60	$0.00	$285.60
Amplify CKLA 2nd Ed GK Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-067-2	53.00	$5.60	$0.00	$296.80
CKLA 2nd Edition GK Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-068-9	53.00	$5.60	$0.00	$296.80
CKLA 2nd Edition GK Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-069-6	54.00	$5.60	$0.00	$302.40
CKLA 2nd Edition GK Skills U7 Activity Book - 1yr (2026-2027)	978-1-68161-070-2	55.00	$5.60	$0.00	$308.00

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Skills U8 Activity Book - 1yr (2026-2027)	978-1-68161-071-9	54.00	$5.60	$0.00	$302.40
CKLA 2nd Edition GK Skills U9 Activity Book - 1yr (2026-2027)	978-1-68161-072-6	54.00	$4.36	$0.00	$235.44
CKLA 2nd Edition GK Skills U10 Activity Book - 1yr (2026-2027)	978-1-68161-073-3	11.00	$5.60	$0.00	$61.60
TOTAL				$0.00	$3,652.64

CKLA Grade 1

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Edition G1 Skills Student Readers, All Units (1 of each)	978-1-68391-221-7	50.00	$19.96	$0.00	$998.00
CKLA 2nd Edition G1 Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-136-5	49.00	$5.60	$0.00	$274.40
CKLA 2nd Edition G1 Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-137-2	45.00	$5.60	$0.00	$252.00
CKLA 2nd Edition G1 Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-138-9	44.00	$5.60	$0.00	$246.40
CKLA 2nd Edition G1 Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-139-6	44.00	$5.60	$0.00	$246.40
CKLA 2nd Edition G1 Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-140-2	46.00	$5.60	$0.00	$257.60
CKLA 2nd Edition G1 Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-141-9	46.00	$5.60	$0.00	$257.60
CKLA 2nd Edition G1 Skills U7 Activity Book - 1yr (2026-2027)	978-1-68161-142-6	46.00	$5.60	$0.00	$257.60
TOTAL				$0.00	$2,790.00

CKLA Grade 2

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G2 Skills Readers, All Units (1 of each)	978-1-68391-222-4	50.00	$19.96	$0.00	$998.00
CKLA 2nd Edition G2 Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-205-8	39.00	$5.60	$0.00	$218.40
CKLA 2nd Edition G2 Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-206-5	38.00	$5.60	$0.00	$212.80
CKLA 2nd Edition G2 Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-207-2	41.00	$5.60	$0.00	$229.60
CKLA 2nd Edition G2 Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-208-9	40.00	$5.60	$0.00	$224.00
CKLA 2nd Edition G2 Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-209-6	39.00	$5.60	$0.00	$218.40
CKLA 2nd Edition G2 Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-210-2	38.00	$5.60	$0.00	$212.80
TOTAL				$0.00	$2,314.00

mCLASS Intervention

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS Intervention - School Site License - 1yr (2026-2027)	978-1-956859-71-3	1.00	$3,850.00	$0.00	$3,850.00
TOTAL				$0.00	$3,850.00

Boost Reading

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Boost Reading Site License (1-250 students) - 1yr (2026-2027)	978-1-954216-14-3	1.00	$4,750.00	$0.00	$4,750.00
TOTAL				$0.00	$4,750.00

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Standard	$1,050.80	$350.23	$700.57

TOTAL DISCOUNT	$350.23
GRAND TOTAL	$18,057.21

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po

- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the

AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of

the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by

Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.
Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state’s, commonwealth’s, or territory’s choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-754987-1
PQ #: PQ 251010-489643
Date: 4/21/2026
Expires On: 5/21/2026
Delivery Service Level: Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
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Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

Frances Willard

CKLA Grade K

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Skills Readers, All Units (1 of each)	978-1-68391-220-0	60.00	$19.96	$0.00	$1,197.60
Amplify CKLA 2nd Ed GK Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-064-1	39.00	$5.60	$0.00	$218.40
Amplify CKLA 2nd Ed GK Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-065-8	4.00	$5.60	$0.00	$22.40
Amplify CKLA 2nd Ed GK Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-066-5	18.00	$5.60	$0.00	$100.80
Amplify CKLA 2nd Ed GK Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-067-2	11.00	$5.60	$0.00	$61.60
CKLA 2nd Edition GK Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-068-9	14.00	$5.60	$0.00	$78.40
CKLA 2nd Edition GK Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-069-6	68.00	$5.60	$0.00	$380.80
CKLA 2nd Edition GK Skills U7 Activity Book - 1yr (2026-2027)	978-1-68161-070-2	44.00	$5.60	$0.00	$246.40

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Skills U8 Activity Book - 1yr (2026-2027)	978-1-68161-071-9	2.00	$5.60	$0.00	$11.20
CKLA 2nd Edition GK Skills U9 Activity Book - 1yr (2026-2027)	978-1-68161-072-6	40.00	$4.36	$0.00	$174.40
TOTAL				$0.00	$2,492.00

CKLA Grade 1

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Edition G1 Skills Student Readers, All Units (1 of each)	978-1-68391-221-7	60.00	$19.96	$0.00	$1,197.60
CKLA 2nd Edition G1 Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-136-5	53.00	$5.60	$0.00	$296.80
CKLA 2nd Edition G1 Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-137-2	55.00	$5.60	$0.00	$308.00
CKLA 2nd Edition G1 Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-138-9	49.00	$5.60	$0.00	$274.40
CKLA 2nd Edition G1 Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-139-6	46.00	$5.60	$0.00	$257.60
CKLA 2nd Edition G1 Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-140-2	51.00	$5.60	$0.00	$285.60
CKLA 2nd Edition G1 Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-141-9	48.00	$5.60	$0.00	$268.80
CKLA 2nd Edition G1 Skills U7 Activity Book - 1yr (2026-2027)	978-1-68161-142-6	33.00	$5.60	$0.00	$184.80
TOTAL				$0.00	$3,073.60

CKLA Grade 2

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G2 Skills Readers, All Units (1 of each)	978-1-68391-222-4	60.00	$19.96	$0.00	$1,197.60

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G2 Skills Activity Books, All Units (1 of each) - 1yr (2026-2027)	978-1-942010-48-7	52.00	$32.00	$0.00	$1,664.00
TOTAL				$0.00	$2,861.60

mCLASS Intervention

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS Intervention - School Site License - 1yr (2026-2027)	978-1-956859-71-3	1.00	$3,850.00	$0.00	$3,850.00
TOTAL				$0.00	$3,850.00

Boost Reading

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Boost Reading Site License (1-250 students) - 1yr (2026-2027)	978-1-954216-14-3	1.00	$4,750.00	$0.00	$4,750.00
TOTAL				$0.00	$4,750.00

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Standard	$1,011.26	$1,011.26	$0.00

TOTAL DISCOUNT	$1,011.26
GRAND TOTAL	$17,027.20

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:

- For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
- For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.

- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of

such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.
Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-754984-1
PQ #:	PQ 260212-510481
Date:	4/21/2026
Expires On:	5/21/2026
Delivery Service Level:	Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

Eugene Field

CKLA Grade K

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Skills Readers, All Units (1 of each)	978-1-68391-220-0	80.00	$19.96	$0.00	$1,596.80
Amplify CKLA 2nd Ed GK Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-064-1	54.00	$5.60	$0.00	$302.40
Amplify CKLA 2nd Ed GK Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-065-8	24.00	$5.60	$0.00	$134.40
Amplify CKLA 2nd Ed GK Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-066-5	47.00	$5.60	$0.00	$263.20
Amplify CKLA 2nd Ed GK Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-067-2	49.00	$5.60	$0.00	$274.40
CKLA 2nd Edition GK Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-068-9	50.00	$5.60	$0.00	$280.00
CKLA 2nd Edition GK Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-069-6	47.00	$5.60	$0.00	$263.20
CKLA 2nd Edition GK Skills U7 Activity Book - 1yr (2026-2027)	978-1-68161-070-2	43.00	$5.60	$0.00	$240.80

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Skills U8 Activity Book - 1yr (2026-2027)	978-1-68161-071-9	42.00	$5.60	$0.00	$235.20
CKLA 2nd Edition GK Skills U9 Activity Book - 1yr (2026-2027)	978-1-68161-072-6	56.00	$4.36	$0.00	$244.16
CKLA 2nd Edition GK Skills U10 Activity Book - 1yr (2026-2027)	978-1-68161-073-3	39.00	$5.60	$0.00	$218.40
TOTAL				$0.00	$4,052.96

CKLA Grade 1

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Edition G1 Skills Student Readers, All Units (1 of each)	978-1-68391-221-7	80.00	$19.96	$0.00	$1,596.80
CKLA 2nd Edition G1 Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-136-5	78.00	$5.60	$0.00	$436.80
CKLA 2nd Edition G1 Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-137-2	90.00	$5.60	$0.00	$504.00
CKLA 2nd Edition G1 Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-138-9	35.00	$5.60	$0.00	$196.00
CKLA 2nd Edition G1 Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-139-6	64.00	$5.60	$0.00	$358.40
CKLA 2nd Edition G1 Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-140-2	63.00	$5.60	$0.00	$352.80
CKLA 2nd Edition G1 Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-141-9	4.00	$5.60	$0.00	$22.40
TOTAL				$0.00	$3,467.20

CKLA Grade 2

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G2 Skills Readers, All Units (1 of each)	978-1-68391-222-4	80.00	$19.96	$0.00	$1,596.80

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G2 Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-205-8	80.00	$5.60	$0.00	$448.00
CKLA 2nd Edition G2 Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-206-5	80.00	$5.60	$0.00	$448.00
CKLA 2nd Edition G2 Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-207-2	78.00	$5.60	$0.00	$436.80
CKLA 2nd Edition G2 Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-208-9	85.00	$5.60	$0.00	$476.00
CKLA 2nd Edition G2 Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-209-6	77.00	$5.60	$0.00	$431.20
CKLA 2nd Edition G2 Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-210-2	95.00	$5.60	$0.00	$532.00
TOTAL				$0.00	$4,368.80

mCLASS Intervention

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS Intervention - School Site License - 1yr (2026-2027)	978-1-956859-71-3	1.00	$3,850.00	$0.00	$3,850.00
TOTAL				$0.00	$3,850.00

Boost Reading

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Boost Reading Site License (1-250 students) - 1yr (2026-2027)	978-1-954216-14-3	1.00	$4,750.00	$0.00	$4,750.00
TOTAL				$0.00	$4,750.00

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Standard	$1,426.68	$475.52	$951.16

TOTAL DISCOUNT	$475.52
GRAND TOTAL	$21,440.12

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
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Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use

the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may

include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.

Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state’s, commonwealth’s, or territory’s choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-754983-1
PQ #:	PQ 260212-510480
Date:	4/21/2026
Expires On:	5/21/2026
Delivery Service Level:	Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

Earl Hanson

CKLA Grade K

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Skills Readers, All Units (1 of each)	978-1-68391-220-0	50.00	$19.96	$0.00	$998.00
Amplify CKLA 2nd Ed GK Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-064-1	38.00	$5.60	$0.00	$212.80
Amplify CKLA 2nd Ed GK Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-065-8	33.00	$5.60	$0.00	$184.80
Amplify CKLA 2nd Ed GK Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-066-5	36.00	$5.60	$0.00	$201.60
Amplify CKLA 2nd Ed GK Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-067-2	30.00	$5.60	$0.00	$168.00
CKLA 2nd Edition GK Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-068-9	29.00	$5.60	$0.00	$162.40
CKLA 2nd Edition GK Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-069-6	46.00	$5.60	$0.00	$257.60
CKLA 2nd Edition GK Skills U7 Activity Book - 1yr (2026-2027)	978-1-68161-070-2	14.00	$5.60	$0.00	$78.40

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Skills U8 Activity Book - 1yr (2026-2027)	978-1-68161-071-9	27.00	$5.60	$0.00	$151.20
CKLA 2nd Edition GK Skills U9 Activity Book - 1yr (2026-2027)	978-1-68161-072-6	18.00	$4.36	$0.00	$78.48
CKLA 2nd Edition GK Skills U10 Activity Book - 1yr (2026-2027)	978-1-68161-073-3	17.00	$5.60	$0.00	$95.20
TOTAL				$0.00	$2,588.48

CKLA Grade 1

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Edition G1 Skills Student Readers, All Units (1 of each)	978-1-68391-221-7	50.00	$19.96	$0.00	$998.00
CKLA 2nd Edition G1 Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-136-5	20.00	$5.60	$0.00	$112.00
CKLA 2nd Edition G1 Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-137-2	40.00	$5.60	$0.00	$224.00
CKLA 2nd Edition G1 Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-138-9	48.00	$5.60	$0.00	$268.80
CKLA 2nd Edition G1 Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-139-6	21.00	$5.60	$0.00	$117.60
CKLA 2nd Edition G1 Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-140-2	35.00	$5.60	$0.00	$196.00
CKLA 2nd Edition G1 Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-141-9	48.00	$5.60	$0.00	$268.80
CKLA 2nd Edition G1 Skills U7 Activity Book - 1yr (2026-2027)	978-1-68161-142-6	47.00	$5.60	$0.00	$263.20
TOTAL				$0.00	$2,448.40

CKLA Grade 2

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G2 Skills Readers, All Units (1 of each)	978-1-68391-222-4	50.00	$19.96	$0.00	$998.00
CKLA 2nd Edition G2 Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-205-8	47.00	$5.60	$0.00	$263.20
CKLA 2nd Edition G2 Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-206-5	51.00	$5.60	$0.00	$285.60
CKLA 2nd Edition G2 Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-207-2	53.00	$5.60	$0.00	$296.80
CKLA 2nd Edition G2 Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-208-9	44.00	$5.60	$0.00	$246.40
CKLA 2nd Edition G2 Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-209-6	54.00	$5.60	$0.00	$302.40
CKLA 2nd Edition G2 Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-210-2	50.00	$5.60	$0.00	$280.00
TOTAL				$0.00	$2,672.40

mCLASS Intervention

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS Intervention - School Site License - 1yr (2026-2027)	978-1-956859-71-3	1.00	$3,850.00	$0.00	$3,850.00
TOTAL				$0.00	$3,850.00

Boost Reading

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Boost Reading Site License (1-250 students) - 1yr (2026-2027)	978-1-954216-14-3	1.00	$4,750.00	$0.00	$4,750.00
TOTAL				$0.00	$4,750.00

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Standard	$925.11	$308.34	$616.77

TOTAL DISCOUNT	$308.34
GRAND TOTAL	$16,926.05

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po

- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

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5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of

the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by

Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.
Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state’s, commonwealth’s, or territory’s choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-754977-1
PQ #:	PQ 251010-489636
Date:	4/21/2026
Expires On:	5/21/2026
Delivery Service Level:	Standard

Customer Contact Information
Stacey Golz
Rock Island Milan Sch Dist 41
3097935900
stacey.golz@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

Denkmann

CKLA Grade K

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Skills Readers, All Units (1 of each)	978-1-68391-220-0	60.00	$19.96	$0.00	$1,197.60
Amplify CKLA 2nd Ed GK Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-064-1	42.00	$5.60	$0.00	$235.20
Amplify CKLA 2nd Ed GK Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-065-8	42.00	$5.60	$0.00	$235.20
Amplify CKLA 2nd Ed GK Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-066-5	41.00	$5.60	$0.00	$229.60
Amplify CKLA 2nd Ed GK Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-067-2	42.00	$5.60	$0.00	$235.20
CKLA 2nd Edition GK Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-068-9	43.00	$5.60	$0.00	$240.80
CKLA 2nd Edition GK Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-069-6	42.00	$5.60	$0.00	$235.20
CKLA 2nd Edition GK Skills U7 Activity Book - 1yr (2026-2027)	978-1-68161-070-2	52.00	$5.60	$0.00	$291.20

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Skills U8 Activity Book - 1yr (2026-2027)	978-1-68161-071-9	46.00	$5.60	$0.00	$257.60
CKLA 2nd Edition GK Skills U9 Activity Book - 1yr (2026-2027)	978-1-68161-072-6	38.00	$4.36	$0.00	$165.68
CKLA 2nd Edition GK Skills U10 Activity Book - 1yr (2026-2027)	978-1-68161-073-3	50.00	$5.60	$0.00	$280.00
TOTAL				$0.00	$3,603.28

CKLA Grade 1

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Edition G1 Skills Student Readers, All Units (1 of each)	978-1-68391-221-7	60.00	$19.96	$0.00	$1,197.60
CKLA 2nd Edition G1 Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-136-5	49.00	$5.60	$0.00	$274.40
CKLA 2nd Edition G1 Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-137-2	47.00	$5.60	$0.00	$263.20
CKLA 2nd Edition G1 Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-138-9	45.00	$5.60	$0.00	$252.00
CKLA 2nd Edition G1 Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-139-6	47.00	$5.60	$0.00	$263.20
CKLA 2nd Edition G1 Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-140-2	44.00	$5.60	$0.00	$246.40
CKLA 2nd Edition G1 Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-141-9	46.00	$5.60	$0.00	$257.60
CKLA 2nd Edition G1 Skills U7 Activity Book - 1yr (2026-2027)	978-1-68161-142-6	41.00	$5.60	$0.00	$229.60
TOTAL				$0.00	$2,984.00

CKLA Grade 2

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G2 Skills Readers, All Units (1 of each)	978-1-68391-222-4	60.00	$19.96	$0.00	$1,197.60
CKLA 2nd Edition G2 Skills U1 Activity Book - 1yr (2026-2027)	978-1-68161-205-8	55.00	$5.60	$0.00	$308.00
CKLA 2nd Edition G2 Skills U2 Activity Book - 1yr (2026-2027)	978-1-68161-206-5	56.00	$5.60	$0.00	$313.60
CKLA 2nd Edition G2 Skills U3 Activity Book - 1yr (2026-2027)	978-1-68161-207-2	51.00	$5.60	$0.00	$285.60
CKLA 2nd Edition G2 Skills U4 Activity Book - 1yr (2026-2027)	978-1-68161-208-9	57.00	$5.60	$0.00	$319.20
CKLA 2nd Edition G2 Skills U5 Activity Book - 1yr (2026-2027)	978-1-68161-209-6	55.00	$5.60	$0.00	$308.00
CKLA 2nd Edition G2 Skills U6 Activity Book - 1yr (2026-2027)	978-1-68161-210-2	19.00	$5.60	$0.00	$106.40
TOTAL				$0.00	$2,838.40

mCLASS Intervention

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS Intervention - School Site License - 1yr (2026-2027)	978-1-956859-71-3	1.00	$3,850.00	$0.00	$3,850.00
TOTAL				$0.00	$3,850.00

Boost Reading

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Boost Reading Site License (1-250 students) - 1yr (2026-2027)	978-1-954216-14-3	1.00	$4,750.00	$0.00	$4,750.00
TOTAL				$0.00	$4,750.00

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Standard	$1,131.08	$376.99	$754.09

TOTAL DISCOUNT	$376.99
GRAND TOTAL	$18,779.77

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po

- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the

AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

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9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of

the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by

Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.
Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state’s, commonwealth’s, or territory’s choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #:	Q-759566-1
PQ #:	PQ 260430-524664
Date:	4/30/2026
Expires On:	5/30/2026
Delivery Service Level:	Standard

Customer Contact Information
Dorian Maag
Rock Island Milan Sch Dist 41
(309) 793-5985
dorian.maag@rimsd41.org

Amplify Contact Information
Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Amplify CKLA 2nd Ed PK OR K-2 OR 3-5 Initial Training (1 Day Onsite)	2.00	$3,200.00	$6,400.00
TOTAL		$3,200.00	$6,400.00

GRAND TOTAL $6,400.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:

- Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. (“Amplify”) and the local education agency or authority, school district, school network, independent school, or other regional education system (“Customer”) for the license and use of one or more of Amplify products or services (the “Products”), as specified in the receipt, price quote, proposal,

renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject

to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

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We are delighted to work with you and we thank you for your order!

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Ramona Dixon, Director of Grants, Accountability, and Assessments
Date: May 12, 2026
Re: **Advancement Via Individual Determination (AVID)**

AVID is a schoolwide instructional system designed to increase the number of students who are college and/or career ready upon graduation. AVID's mission is in alignment to the district's mission, which is one reason we continue to advocate for AVID. Here in the RIMSD #41, we have a three-pronged approach to this body of work: Membership, Coaching Days/Curricula Supports, and Summer Professional Learning.

To date, we have six (6) schools- Rock Island High, Edison Jr. High, Washington Jr. High, Frances Willard Elementary, Earl Hanson Elementary, and Rock Island Academy that are implementing the AVID program, and we pay for membership and access. AVID is also a learning partner for our school improvement schools, and they provide on-going job embedded, professional development for our schools designated as needing improvement. Finally, we take advantage of the AVID Summer Institute. This conference takes place each summer, and the district sends individuals from the buildings where AVID has been adopted. The number of employees in attendance during this learning opportunity fluctuates each year, but is based on the AVID Site Team Plan and the outcomes of Coaching and Certification Self-Rating Tools.

Body of Work	Total Cost
Membership for six (6) schools and online access	$23,880.00
School Improvement: Coaching Days & Currricula Supports	$37,305.20
Summer Institute Registration (Up to 33 participants @ 1,100 each, no contract for this)	$33,000.00
Total:	$94,185.20

It is recommended that the Rock Island Milan School District's Board of Education approve the payment of $94,185.20 to AVID Center, 9797 Aero Drive San Diego, CA 92123.

Investment Period: July 1, 2026- June 30, 2027
Total Investment: Not to exceed: $94,185.20
Funding Source: Title IV and Title I SIG

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form
Rock Island-Milan School District 41

VENDOR NAME: AVID Center **CONTACT NAME:** Frances OBrien

PHONE: 972-591-2531 **EMAIL:** fobrien@avid.org

ADDRESS: 9797 Aero Drive, Suite 100, San Diego, CA 92123

DATES OF SERVICE TO BE COMPLETED: July 1, 2026 - June 30, 2027

SCHOOL DISTRICT CONTACT: Paulette Risden-Rice

COMPENSATION: $94,185.20

Description	Base Contract Amount
• Membership for 6 schools and online access (Quote #Q-94020)	$23,880
• School Improvement: Coaching Days & Curricula Supports (Quote #Q-94042)	37,305.20
• Summer Institute Registration (up to 33 participants @ $1100/each, no contract for this)	33,000
Grand Total	**$94,185.20**

Invoicing Details:

1. Invoice for the annual membership service on or after July 1, 2026
2. Invoice for the School Improvement days after each service has been completed
3. Invoice for Summer Institute upon registration completion

Is this a Subscription/Software: Yes ☐ or No ☐

If yes, this is an internal form that does not need to be sent to the vendor.

Subscription/Software Name: N/A **Website:** N/A

Subscription/Software Start Date: N/A **End Date:** N/A

SOPPA Approved: Yes ☐ or No☐ N/A

School Board President or Superintendent: _____ **Date:** _____

Requesting School: Administration Center

Budget Code: Title IV & Title I SIG

Signature of Vendor: _____ **Date:** _____

Signature of Requestor: _____ **Date:** _____

Signature of Budget Administrator: _____ **Date:** _____

Docusign Envelope ID: 201B0FF4-FE11-82D7-8021-8CC323FC16AC

AVID Center

Products and Services Quote/Order

Quote/Order #: Q-94020
Client: Rock Island Milan School District #41
Address: 2101 6th Ave
Rock Island, IL 61201

Effective Date: July 01, 2026

Contact AVID Center
Phone: 1-833-AVID-CARE (1-833-284-3227)
Email: contracts@avid.org

Expiration Date: June 30, 2027

Earl Hanson Elem School

QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Elementary School	$3,750.00	$3,750.00
1	AVID Weekly Elementary	$750.00	$0.00
		Earl Hanson Elem School SUBTOTAL:	**$3,750.00**

Edison Junior High

QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,725.00	$4,725.00
1	AVID Weekly Secondary	$735.00	$735.00
		Edison Junior High SUBTOTAL:	**$5,460.00**

Frances Willard Elem School

QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Elementary School	$3,750.00	$3,750.00
1	AVID Weekly Elementary	$750.00	$0.00
		Frances Willard Elem School SUBTOTAL:	**$3,750.00**

Rock Island Academy

QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	Planning	$0.00	$0.00
		Rock Island Academy SUBTOTAL:	**$0.00**

Rock Island High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,725.00	$4,725.00
1	AVID Weekly Secondary	$735.00	$735.00
		Rock Island High School SUBTOTAL:	**$5,460.00**

Washington Junior High			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,725.00	$4,725.00
1	AVID Weekly Secondary	$735.00	$735.00
		Washington Junior High SUBTOTAL:	**$5,460.00**

TOTAL: $23,880.00

plus all applicable taxes

Additional Comments:

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at https://www.avid.org/Page/3290 or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at https://www.avid.org/rest-assured-policy.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center, a California Non-Profit Corporation 501(c)(3)		Rock Island Milan School District #41	
Sign:	_____	Sign:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Email:	contracts@avid.org	Email:	ramona.dixon@rimsd41.org

AVID Center
5187 College Ave., Ste. 163
San Diego, CA 92115
Employer ID # 33-0522594

Docusign Envelope ID: A46E150B-6D75-88B9-838C-4CC12557E043

AVID Center

Products and Services Quote/Order

Quote/Order #: Q-94042
Client: Rock Island Milan School District #41
Address: 2101 6th Ave
Rock Island, IL 61201

Effective Date: ~~June 01, 2026~~ July 1, 2026 RR

Contact AVID Center
Phone: 1-833-AVID-CARE (1-833-284-3227)
Email: contracts@avid.org

Expiration Date: ~~May 31, 2027~~ June 30, 2027 RR

District Products			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
4	Summer Bridge Algebra Readiness Student Interactive Notebook	$30.00	$120.00
1	Shipping & Handling Percent	$12.00	$12.00
4	Set of 10 Summer Bridge Algebra Readiness Student Interactive Notebooks	$199.00	$796.00
1	Shipping & Handling Percent	$79.60	$79.60
4	Summer Bridge Math for 7th Grade Student Interactive Notebook	$30.00	$120.00
1	Shipping & Handling Percent	$12.00	$12.00
4	Set of 10 Summer Bridge Math for 7th Grade Student Interactive Notebooks	$199.00	$796.00
1	Shipping & Handling Percent	$79.60	$79.60
4	Summer Bridge Pro-Phone and Environment Student Interactive Notebook	$30.00	$120.00
1	Shipping & Handling Percent	$12.00	$12.00
4	Set of 10 Summer Bridge Pro-Phone and Environment Student Interactive Notebooks	$199.00	$796.00
1	Shipping & Handling Percent	$79.60	$79.60
2	Summer Bridge Algebra Readiness Teacher Set	$99.00	$198.00
1	Shipping & Handling Percent	$19.80	$19.80
2	Summer Bridge Algebra Readiness Student Interactive Notebook	$0.00	$0.00
1	Shipping & Handling Percent	$0.00	$0.00
2	Summer Bridge Math for 7th Grade Teacher Set	$99.00	$198.00
1	Shipping & Handling Percent	$19.80	$19.80
2	Summer Bridge Math for 7th Grade Student Interactive Notebook	$0.00	$0.00
1	Shipping & Handling Percent	$0.00	$0.00
2	Summer Bridge Pro-Phone and Environment Teacher Set	$99.00	$198.00

1	Shipping & Handling Percent	$19.80	$19.80
2	Summer Bridge Pro-Phone and Environment Student Interactive Notebook	$0.00	$0.00
1	Shipping & Handling Percent	$0.00	$0.00
1	District Path to Schoolwide (Path - 2 Day Strands, 1-20p)	$13,000.00	$11,115.00
1	District Path to Schoolwide (Path - 2 Day Strands, 1-20p)	$13,000.00	$11,115.00
1	Coaching Days for AE and AVID Secondary	$3,399.00	$3,200.00
1	Summer Bridge: ProPhone and the Environment	$4,250.00	$2,733.00
1	Summer Bridge: Math for 7th Grade	$4,250.00	$2,733.00
1	Summer Bridge: Algebra Readiness	$4,250.00	$2,733.00
		District Products SUBTOTAL:	**$37,305.20**

TOTAL: $37,305.20

plus all applicable taxes

Additional Comments:

Path District Offerings (Communities of Practice)

- This agreement includes two (2) prepaid Path District Communities of Practice (CoPs) at a flat rate of $11,500 per CoP for up to twenty (20) participants. These items are placeholders only and do not constitute scheduled services.
- Each CoP must be scheduled through the assigned Implementation Strategist and will require a separate Path contract identifying the selected CoP, delivery dates, and final participant count. Participation exceeding twenty (20) will incur additional fees, as specified in the applicable Path contract. Prepaid amounts will be credited against the Path contracts at invoicing.
- A minimum of four (4) to six (6) weeks' advance notice is required for scheduling. All Path CoPs must be completed by June 30, 2027.

Coaching Day

- This agreement includes one (1) coaching day, which must be scheduled separately through the Implementation Strategist. No additional contract is required. 4–6 weeks' advance notice is required, subject to availability. The coaching day must be completed by June 30, 2027.

Summer Bridge Programs

- This agreement includes three (3) Summer Bridge programs to be delivered in Summer 2027 and completed by June 30, 2027.
- Program initiation requires the District to contact the Summer Bridge team via email and provide notice of start dates and material shipping requirements. Timely delivery is contingent upon receipt of required information within applicable lead times.

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at https://www.avid.org/Page/3290 or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at https://www.avid.org/rest-assured-policy.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center, a California Non-Profit Corporation 501(c)(3)		Rock Island Milan School District #41	
Sign:	_____	Sign:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Email:	contracts@avid.org	Email:	ramona.dixon@rimsd41.org

AVID Center
5187 College Ave., Ste. 163
San Diego, CA 92115
Employer ID # 33-0522594

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Jeff Dase, Deputy Superintendent
Cabinet Champion: Alicia Sanders, Director of Student Services
Date: May 12, 2026
Re: Approval of Contract with Black Hawk Area Special Education District (BHASED) For Specialized Services

As a member district of the Black Hawk Area Special Education District (BHASED), we collaborate to provide specialized services that support the unique needs of students with disabilities. BHASED offers a continuum of special education services, including instructional programs, related services, evaluations, and staff consultation for students whose needs exceed the resources of individual districts.

The cost is determined based on the district's participation formula, student enrollment, and services provided, with an estimated total not to exceed $2,600,000.00 funded through District Special Education Funds and IDEA Grant Funds. Below is a breakdown of the annual cost the district has been billed for students' services over the past four years.

Placement/Service	FY2027 ESTIMATE	FY2026 as of April 2026 (1st Semester)	FY2025	FY2024	FY2023
BHASED Tuition/Services PreK-12	Not to exceed $2,600,000	$1,154,159.00	$2,468,387.00	$2,422,777.98	$2,562.151.00

It is recommended that the Board of Education approve the contract with Black Hawk Special Education District (BHASED), 4670 11th Street, East Moline, IL 61244-4432, for the 2026-2027 school year.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: Not to exceed $2,600,000
Funding Source: District Special Education Funds and IDEA Grant Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Black Hawk Area Special Ed **EMAIL:** info@bhased.org

ADDRESS: 4670 11th St, East Moline, IL 61244

DATES OF SERVICE TO BE COMPLETED: SY 26-27

SCHOOL DISTRICT CONTACT: Alicia Sanders

COMPENSATION: $ NOT TO EXCEED $2,600,000

DESCRIPTION OF DUTIES:

This contract includes:
-Specialized instruction programs
-Related services (occupational therapy, physical therapy, deaf/hard of hearing, vision itinerant, hearing itinerant)
-Psychological and diagnostic services
-Professional development and consultation for district staff

---

Is this a Subscription/Software: Yes ☐ or No ☐

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requesting School: District

Budget Code: District Special Education Funds and IDEA Grant Funds

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: _____ **Date:** _____

Initials of Dept ELT: _____

_____ _____

Superintendent or School Board President **Date**

A R T I C L E S
O F
J O I N T A G R E E M E N T
of the
BLACK HAWK AREA SPECIAL EDUCATION DISTRICT

A cooperative district organized under the laws of the State of Illinois to provide education and services for the children with disabilities of its Member School Districts as defined and mandated by the provisions of applicable state and federal law.

I. MEMBERSHIP

A. The following school districts within Henry, Mercer and Rock Island Counties shall comprise the membership:

Henry County 037
Colona District #190
Orion District #223
AlWood District #225

Mercer County 066
Mercer County #404

Rock Island County 081
Hampton District #29
UTHS District #30
Silvis District #34
Carbon Cliff-Barstow District #36
East Moline District #37
Moline-Coal Valley District #40
Rock Island-Milan District #41
Riverdale District #100
Sherrard District #200
Rockridge #300

B. Membership becomes active upon application and payment of any annual and/or new member assessment fee. The Board of Education of the local school district must accept the Articles of Agreement in their entirety. Applications for membership must be accepted by a two-thirds (2/3) majority vote of a majority of a quorum of the Governing Board, acting upon the recommendation of the Superintendents' Advisory Committee.

Adopted: July 1, 1977
Amended:
July 14, 1977
June 22, 1978
March 15, 1979
May 24, 1979
September 29, 1983
March 15, 1984
December 5, 1985
January 8, 1992
November 30, 1993
November 30, 1993
January 17, 1995
March 16, 1999
May 19, 2009
August 17, 2010
August 19, 2014
April 21, 2015

II. GOVERNING BOARD

A. Governing Board Membership, Selection and Votes

There shall be designated and established a Governing Board composed of one Board of Education member from each participating school district. The member shall be selected by the local Board of Education at the first meeting following the school election. Each Board of Education shall also select an alternate member to serve in the absence of the member. Members shall be appointed for two year terms, but may serve more than one term. Each member of the Governing Board shall have one vote.

The Superintendents of the Regional Offices of Education representing the member districts, and the Chairperson of the Black Hawk Area Special Education District Superintendents' Advisory Committee shall serve as ex officio members of the Governing Board.

B. Governing Board Officer, Election and Term

Board officers shall consist of a President, Vice President, and a Secretary. A recording secretary shall be appointed by the Governing Board. Officers shall be elected and shall serve one year. Officers may succeed themselves for one additional term, but may not serve more than two (2) consecutive years.

C. Governing Board Meeting Dates

There shall be regular meetings of the Governing Board at a time, date and location approved by the Governing Board. Special meetings may be called by the President or any three members.

D. Governing Board Duties and Responsibilities

1. The Governing Board shall review recommendations made to it by the Superintendents' Advisory Committee.
2. The Governing Board shall be the final authority for the Black Hawk Area Special Education District.
3. The Governing Board shall not levy taxes for the Joint Agreement.
4. The Governing Board shall appoint a Treasurer with appropriate qualifications, as required by law, for the Black Hawk Area Special Education District.
5. The Governing Board shall employ a Director and other personnel and professional consultants consistent with applicable state and federal laws and shall establish salaries and fringe benefits for the same.

   Any full-time professional worker who is employed by the Cooperative and spends over 50% of his or her time in one member school district shall not be required to work a different teaching schedule than the other professional workers in that member district.
6. The Governing Board shall adopt an annual budget and any necessary amendments for the Black Hawk Area Special Education District.
7. The Governing Board shall adopt By-Laws further enumerating specific duties and responsibilities for the efficient operation of the Black Hawk Area Special Education District.
8. The Governing Board shall adopt policies and procedures for the operation of the BHASED which are in compliance with applicable state and federal laws and consistent with the provisions of these Articles of Joint Agreement.
9. The Governing Board shall adopt job descriptions of all employees of the BHASED.
10. The Governing Board shall act upon the employment status of the BHASED employees which may include, but not be limited to, suspension, discharge or other discipline consistent with applicable state and federal law.
11. The Governing Board shall obtain, through purchase or lease, facilities, supplies and equipment necessary for the operation of the BHASED through special funds and assessments.

E. Administrative Agent

The Governing Board, as herein established, of the Black Hawk Area Special Education District is designated the Administrative Agent for the purpose of meeting the legal functions and requirements of the School Code of Illinois. By resolution of the member Boards of Education, the Governing Board, as a legal entity, will serve as the Administrative Agent under Section 10-22.31 of the School Code of Illinois.

III. SUPERINTENDENTS' ADVISORY COMMITTEE

A. Superintendents' Advisory Committee Membership

A Superintendents' Advisory Committee shall be established and will consist of the Superintendents of each of the participating school districts and as ex-officio members, the Superintendents of the Regional Office Of Education of Henry, Mercer, and Rock Island Counties. Ex-officio members may be excluded from Closed Session by a majority vote. Ex-officio members shall have no voting rights.

B. Superintendents' Advisory Committee Officers

The officers of the Superintendents' Advisory Committee shall consist of a Chairperson, a Vice Chairperson, and a Secretary.

C. Superintendents' Advisory Committee Election, Terms and Meeting Dates

The Director of the BHASED or designee shall serve as Secretary of the Superintendents' Advisory Committee. Elected officers shall serve a term of one year and may succeed themselves for one (1) additional term, but may not serve more than two (2) consecutive years. The Superintendents' Advisory Committee shall meet in accordance with the calendar of meetings approved by the Governing Board. Special meetings may be called by the Chairperson or any three members.

D. Superintendents' Advisory Committee Responsibilities

1. The Superintendents' Advisory Committee, as an advisory source to the Governing Board, shall recommend establishment of BHASED and interdistrict positions. The Superintendents' Advisory Committee shall also assist in finding qualified applicants and will make specific recommendations for the employment of the Director and other administrative, supervisory, consultative or instructional personnel that are BHASED employees and interdistrict administrative employees.
2. The Superintendents' Advisory Committee shall recommend to the Governing Board the appointment of a Treasurer.
3. The Superintendents' Advisory Committee shall review and recommend procedures for the conduct of the BHASED.
4. The Superintendents' Advisory Committee shall advise the Governing Board in the development of BHASED policies.

IV. BHASED AND MEMBER DISTRICT'S PROGRAM OPERATIONS

Special Education programs and services designed to serve children with disabilities in high prevalence categories shall be operated by local districts, either individually or collectively. Any arrangements with BHASED to the contrary, shall be made by special contract with all costs borne by the districts involved.

Special Education programs and services designed to serve children with disabilities in low prevalence categories shall be operated by the local districts wherever feasible. BHASED shall be responsible for the operation of only those special programs or services not efficiently, effectively, or appropriately provided through the local districts.

V. PROVISIONS FOR AMENDMENTS TO THE ARTICLES OF JOINT AGREEMENT

These Articles may be amended by a majority vote of the Boards of Education of the member districts, provided that the proposed amendments have been first approved by the Governing Board. Each member district shall have one (1) vote.

VI. PROVISIONS FOR WITHDRAWAL/REMOVAL FROM THIS JOINT AGREEMENT

Procedures for the withdrawal of a member school district from the Cooperative shall be in accordance with the Illinois School Code and consistent with the requirements and rules adopted by the Illinois State Board of Education.

A. Voluntary Withdrawal – Member Districts Concur

A member district may withdraw with the approval of all of the Boards of Education of the member districts. By no later than sixteen months prior to the July 1 effective date of the withdrawal, the Board of Education of the withdrawing member district must submit a resolution approving the withdrawal and present a petition for withdrawal to the secretary of the Board of Education of each of the other member districts, with copies to the Cooperative's Director and Secretary of the Governing Board. Upon adoption of a resolution approving the withdrawal by the Boards of Education of each of the remaining member districts, the withdrawal shall become effective on July 1 immediately following the date on which the last of the Boards of Education adopt the approving resolution.

B. Voluntary Withdrawal – Member Districts Do Not Concur

A member district may withdraw by petition to the Regional Board of School Trustees, or other proper authority, in accordance with the Illinois School Code and all other applicable law. Notice of the member district's intention to withdraw, and a copy of the petition to withdraw, must be given to the Director and to the Secretary of the Governing Board by no later than sixteen months prior to the July 1 effective date of the withdrawal.

C. Disposition of Assets

Except as may be otherwise provided in these Articles of Agreement, and as a condition of withdrawal, a member district seeking withdrawal shall be deemed to irrevocably waive any interest in the assets of the Cooperative, including but not limited to real property, buildings, equipment and materials, and funds. This waiver shall not apply to unspent or "carryover" IDEA Part B funds generated by students in the withdrawing district; such funds shall be returned to the member district upon withdrawal. The member district seeking withdrawal shall remain liable for its share of any Cooperative liabilities that arose or accrued before the effective date of withdrawal. Such liabilities shall include, but not be limited to notes, bonds, and debt certificates; retirement incentives and other costs related to staff requirements, including employer contributions or other Municipal Retirement Fund; and the contractual continued service of certificated staff employed for Cooperative programs as determined pursuant to Sections 14-9.01, 24-11, and 24-12 of the Illinois School Code. Unless otherwise provided by these Articles of Joint Agreement or by law, the withdrawing member district's share of Joint Agreement liabilities shall be determined based on the withdrawing member district's enrollment as a percentage of the total current enrollment of all member districts as identified in the last fall public school housing report for each member district prior to the effective date of withdrawal.

VII. FISCAL YEAR

The fiscal year of the Joint Agreement shall begin on July 1st and end on June 30th of the following calendar year.

VIII. DISPOSAL OF ASSETS UPON DISSOLUTION

In the event of dissolution of the BHASED, the Governing Board shall, after paying or making provision for the payment of all the liabilities of the BHASED, distribute the assets to the member districts of the BHASED in proportions representational of their interests in those assets, consistent with proportionate share of costs based upon the proportion of each member district's regular education enrollment to the total education enrollment for all members in the prior year, or in accordance with federal grant guidelines for assets derived from federal funds. This waiver shall not apply to unspent or "carryover" IDEA Part B funds generated by students in the withdrawing district; such funds shall be returned to the member district upon withdrawal. The Governing Board may conduct a public or private sale of the assets in order to convert the assets

to cash for the purposes of the distribution described herein above. However, any such sale and/or distribution of assets shall be in compliance with all applicable state and federal statutes and regulations.

If there are insufficient assets of the BHASED to satisfy all liabilities, then the member districts shall assume the obligation to satisfy the liabilities. Such obligation shall be shared proportionately by all districts, consistent with the abovementioned procedure established by the Governing Board for determining proportionate share of costs.

IX. EFFECTIVE DATE OF ARTICLES OF JOINT AGREEMENT

The participating school districts of the BHASED shall be bound by the preceding Articles of Joint Agreement upon adoption by a majority of the Boards of Education. These amended Articles shall be effective after approval by the Governing Board and participating districts.

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Annaka Whiting, Chief Financial Officer
Date: May 12, 2026
Re: BSN Athletic Wear Contract

The Rock Island High School Athletic Department is requesting Board of Education approval to continue Year 2 of its three-year partnership with BSN Sports, covering the period of July 1, 2026 through June 30, 2027, with expenditures not to exceed $200,000. This agreement continues to be executed through the TIPS cooperative, ensuring competitive and compliant pricing for the District.

The partnership has continued to provide consistent value to our athletic programs through equitable pricing, standardized branding, high-quality equipment and apparel, and program rebates that support reinvestment into athletic needs. Based on prior year implementation, the department has maintained strong stakeholder satisfaction and operational efficiency across all athletic programs.

Approval of this expenditure will allow the District to continue realizing the financial and programmatic benefits of the BSN partnership while ensuring continuity in outfitting and supporting our student-athletes.

It is recommended that the Board of Education approve expenditures with BSN, not to exceed $200,000 for SY2026-2027.

Investment Period: July 1, 2026 – June 30, 2027
Total Investment: Not to exceed $200,000
Funding Source: Athletic Supplies and the Athletic Development Fund

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: BSN Sports **EMAIL:**

ADDRESS: P.O. Box 7726 Dallas, TX 75209

DATES OF SERVICE TO BE COMPLETED: July 1, 2026 - June 30, 2027

SCHOOL DISTRICT CONTACT: Mike Emendorfer

COMPENSATION: $ 200,000.00

DESCRIPTION OF DUTIES:

BSN Sports will manufacture and distribute sports apparel and equipment for student athletes, and professional programs, such as jackets, hoodies, shorts, pants, and accessories as well as footwear, team uniforms and sports equipment.

Is this a Subscription/Software: Yes ☐ or No ▣

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: **Website:**

Subscription/Software Start Date: **End Date:**

SOPPA Approved: Yes ☐ or No ☐

Requesting School: Rock Island High School

Budget Code: 1-5-100-000-1501-4100-0

Signature of Vendor: Erin Walsh **Date:** 4/28/26

Signature of Budget Administrator: **Date:** 4/28/26

Superintendent or School Board President **Date**

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Jeff Dase, Deputy Superintendent of Schools
Date: May 12, 2026
Re: **Contract for Services: Center for High School Success (CHSS)**

In service of Strategic Priority Two, I am recommending that we continue to engage in a partnership with the Center for High School Success to support our efforts to improve 9th grade on track to graduation and instructional and organizational strategies to support scholars to persist to graduation.

On the 2025 Illinois State Board of Education Report Card, it is reported that our 9th grade on track to graduation percent was 76.8% compared to the state average of 89.3%. Disaggregated data shows that there is a gap between the 9th grade on track percentages between Black, Hispanic, Low Income, Scholars with IEPs and English Learners with all and White Scholars. Our current graduation rate is 80.4%, this is 8.6% percentage points lower than the state average, and gaps persist between scholar groups.

According to the University of Chicago Consortium on School Research, on-track 9th grade students are more than three and one-half times more likely to graduate from high school in four years than off-track students. The indicator is a more accurate predictor of graduation than students' previous achievement test scores or their background characteristics.

The proposed partnership will build upon the work completed during the 2025-2026 school year which includes:

- Providing high quality evidence-based coaching to support team leads, school and district leadership, and the 9th Grade School Team.
- Supporting the RIMSD 41 and Rock Island High School with implementing strategic changes necessary to maximize ninth grade success.
- Facilitating Ninth Grade Success Institutes for staff, including the principal, lead administrator for the 9th Grade School Team, and 9th Grade School Team Leads.
- Providing job-embedded coaching and quarterly collaboratives for promoting student success and to provide a structured process to identifying and addressing common challenges.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: $72,100.00
Funding Source: Title II and/ or Title IV Federal Grant Funding

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: The Center of HS Success **EMAIL:** cbresnahan@highschoolsuccess.org

ADDRESS: 2121 SW Broadway, Ste 130Portland, OR 97201

DATES OF SERVICE TO BE COMPLETED: July 1, 2026 - June 30, 2027

SCHOOL DISTRICT CONTACT: Dr. Patricia Ulrich, Principal of Rock Island High School

COMPENSATION: $ 72,100.00

DESCRIPTION OF DUTIES:

The Center for High School Success will continue the partnership with Rock Island High School to improve graduation rates by raising 9th Grade On-Track Rates.

Is this a Subscription/Software: Yes ☐ or No ■

If NO, go to next section. If YES, complete below, then go to next section (no vendor signature)

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requesting School: Rock Island High School

Budget Code: TBD (Title II and/or Title IV budget code for 2026-2027 school year)

Signature of Vendor: Kaaren Andrews **Date:** 04/30/2026

Signature of Budget Administrator: _____ **Date:** _____

Initials of Dept ELT: _____

_____ _____

Superintendent or School Board President **Date**

Agreement for Services

Ninth Grade Success Partnership
2026–2027 School Year

This Agreement for Services ('Agreement") is between Center for High School Success (CHSS), a program of Stand for Children Leadership Center Inc. ("Organization"), and Rock Island - Milan School District # 41 ("District").

To learn more about CHSS visit highschoolsuccess.org.

Section One: Vision & Mission
The Center for High School Success partners with high schools and districts to improve graduation rates by raising 9th Grade On-Track Rates.

Section Two: Agreement Term
District and Organization agree that CHSS will support District with implementing the Ninth Grade Success Partnership ('9GS") at the partner high school listed in Section 8 ('Partner School") as described below during the District's 2026/27 school year, which will start on July 1, 2026, and end on June 30, 2027 (the 'Term"). A party to this Agreement may terminate it before the end of the Term if the other party materially breaches any of its obligations hereunder and fails to cure such breach to the satisfaction of the non-breaching party within 10 days after the non-breaching party provides notice of the breach to the breaching party. If District terminates this Agreement for breach as provided in this Section then, within 30 days after such termination, Organization must issue a pro rata refund of the fee paid by District based on the number of days remaining in the Term.

Section Three: Working Agreements for Ninth Grade Success Partnership Implementation
CHSS agrees to:

- Provide high quality direct support to Partner School according to the CHSS 9GS implementation supports outlined in Section Five: CHSS Ninth Grade Success Scope of Work.
- Utilize proven coaching methods in working with team leads, school and district leadership, and 9GS Teams.
- Provide high quality professional development to 9GS Teams.
- Support the success and effectiveness of participants as the primary focus and purpose of coaching visits.
- Support the District and Partner School with implementing changes necessary to maximize ninth grade success.
- Honor the confidentiality of the work with participants.
- Disclose situations with safety or ethics implications to the high school principal or district superintendent.
- Respond to participants in a timely manner.
- Honor the demanding schedule of site administrators, offering services on site whenever possible.

- Treat data and information with confidentiality, and in accordance with the terms outlined in this Agreement.

District agrees to:

- Designate a District Administrator to coordinate partnership activities with CHSS and Partner School, including but not limited to:
    - Identifying high schools within the district that will benefit from an 9GS partnership with CHSS;
    - Facilitating relationships between CHSS and Partner School, including introduction of CHSS to high school administrators;
    - Connecting CHSS with a district IT administrator to plan for data sharing with CHSS;
    - Preparing the District and Partner School for onboarding activities;
    - Attending the 9GS Institute and an initial intake conversation with coach;
    - Ensuring Partner Schools have timely access to the data they need to successfully implement the 9GS Approach;
    - Attending quarterly regional 9GS Collaboratives.
- Support high schools to implement system level improvements needed to maximize 9GS.
- Share student-level data with CHSS according to the terms outlined in this Agreement.
- Encourage each of the Partner School listed in Section 8 do the following:
    - Appoint an 9GS team lead and allocate either release time or a stipend.
    - Assemble a cross-disciplinary 9th grade team.
    - Appoint a building administrator (principal or assistant principal) to oversee 9GS Approach implementation and to be part of the 9GS Team(s).
    - Fully avail itself of the 9GS implementation supports offered by CHSS, including but not limited to:
        - Participating in the 9GS Summer Institute and 9GS Collaboratives;
        - Completing the 9GS roadmap inventory;
        - Engaging with coaching, including at least 2 on-site or virtual visits per month; and
        - Participate in monthly 'triangle" meetings between coach, school administrator, and 9GS Team Leads.
    - In order to maximize ninth grade on-track rates, commit to implementing school and classroom practices that contribute to the success of 9th grade students.
    - Approach the coaching relationship with openness and integrity.
    - Provide feedback to the CHSS coach and staff for ongoing improvement.

Data Access:
Successful implementation of the 9GS Approach requires timely access to actionable data presented in a way that allows 9th Grade Success Teams to make data-informed decisions that drive equitable outcomes for students. This includes, but is not limited to:

- Identifying individual students who need support for staying on-track to graduate;
- Examining individual student strengths and areas for development;
- Comparing progress and outcomes across specific groups of students;
- Determining the impact and effectiveness of tiered systems of support.

Under this Agreement, District agrees to provide access to real-time, accessibly formatted grades, attendance, and behavior data to 9GS Teams and the CHSS coach to help educators monitor 9GS indicators at district, school, and student levels.

Furthermore, District agrees to:

- Designate and provide below the name or names and contact information of District's information technology specialist(s) to coordinate data access and development of accessibly formatted, real-time data;
- Share de-identified student level data with CHSS according to the terms outlined in the Data Sharing section of this Agreement.

Please provide the name and contact information of District's information technology specialist or specialists who will serve as District's primary liaison(s) regarding data/IT requests and supports:

First Name: [[SSIGN_INPUT ID=1]]
Last Name: [[SSIGN_INPUT ID=2]]
Email: [[SSIGN_INPUT ID=3]]
Title: [[SSIGN_INPUT ID=4]]
Phone: [[SSIGN_INPUT ID=5]]

Section Four: Information and Practice Sharing for Continuous Improvement

To continuously improve and enable data to inform CHSS's decision-making, CHSS engages in continuous evaluation of the implementation and effectiveness of its programs and practices. Ongoing evaluation benefits CHSS's partner school districts by informing CHSS of the effectiveness of different supports so CHSS can adjust practices accordingly. Additionally, CHSS's ongoing evaluation may reveal new findings about the broader efforts to support high school improvement. Thus, CHSS has a legitimate educational interest in school data necessary for evaluation.

Section Five: CHSS Ninth Grade Success Scope of Work

CHSS will provide high-quality training, coaching, technical assistance, data support, and resources to District and the Partner School listed in Section 8 committed to developing an effective 9GS program as a key lever for increasing on-time graduation rates. To that end, CHSS will provide:

- **Ninth Grade Success Institutes**: CHSS will provide a training for up to 15 staff, including the principal, lead administrator for 9GS, all 9GS Team leads, 9th grade teachers, and other key staff from the Partner School. Institutes cover the fundamentals of the 9GS Approach and enable critical initial planning.
- **Needs Assessment, Goal Setting, and Coaching Plan**: CHSS will assist the Partner School to assess their current systems and practices that impact 9th graders' success using the CHSS roadmap inventory, develop achievable improvement goals and plans, align resources, and craft customized coaching plans detailing how CHSS will help the Partner School achieve their 9th grade on track goals.
- **Job-Embedded Coaching**: Expert CHSS coaches will work directly with 9GS Team Lead and 9GS Team for up to 12 hours per month, helping team leads to analyze data to ensure focus on the right students, to identify grade level data trends, to plan and execute effective 9GS team meetings, to ensure effective meeting follow up, and to support progress toward goals.
- **Quarterly Collaboratives**: CHSS will host three collaboratives for teams from the Partner School throughout each school year. Collaboratives are designed to help Partner Schools share effective practices for promoting student success and to provide a structured process for a network of schools to identify and generate solutions to common challenges.
- **Access to Tools and Resources**: CHSS will provide Partner School access to an array of useful tools, protocols, and other resources designed to help the Partner School significantly lift 9th grade on track rates, as well as support school-wide improvement.
- **Data Analytics for Continuous Improvement**: CHSS will provide schools and districts with quarterly data reports (point-in-time as well as trend and gap analysis) based on timely submission of the District's data to CHSS, coupled with direct coaching support with analyzing, synthesizing, and acting on data findings.
- **Monthly School Level Triangle Meetings**: To monitor progress and prompt high impact adjustments in practice or strategy, coaches will report monthly with school leadership and team leads to review quantitative and qualitative indicators of progress and address barriers to continuous improvement.
- **Quarterly District Level Triangle Meetings**: To monitor progress and prompt high impact adjustments in practice or strategy, coaches will meet quarterly with the District

Administrator and designated school administrative and teacher lead staff to review quantitative & qualitative indicators of progress and address barriers to continuous improvement.

Section Six: Confidential Information

Definition
For purposes of this Agreement, the term 'Confidential Information" shall mean any and all personally identifiable information, especially student or parent information, from Partner School and/or District education records provided by Partner Schools and/or the District to CHSS and Organization personnel, in any medium.

Acknowledgement of Applicable Law
The parties acknowledge that provision by the District of Confidential Information is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in the Code of Federal Regulations, Title 34, Subtitle A, Chapter I, Part 99 (34 CFR Part 99), and may also be subject to state law student confidentiality provisions. The parties shall not engage in any behavior contrary to any such laws.

CHSS' Permitted Usage of Confidential Information
CHSS and Organization shall use Confidential Information solely for the purposes set forth in this Agreement. CHSS and Organization will perform all work under this Agreement in a manner that does not permit personal identification of any individual student or parent by anyone other than (a) Partner School personnel, (b) District personnel, and (c) CHSS or Organization personnel performing services contemplated by this Agreement.

Restrictions upon CHSS Disclosure of Confidential Information
The only CHSS or Organization personnel who will have access to Confidential Information will be those CHSS or Organization employees, contractors, and agents who are performing services contemplated by this Agreement. CHSS and Organization and its employees, contractors, and other agents with access to Confidential Information shall not disclose any Confidential Information to any third party.

Maintenance of Confidentiality
CHSS and Organization shall safeguard the Confidential Information against loss, theft, or other inadvertent disclosure, and shall take all reasonable steps necessary to establish safeguards that are consistent with all federal, state, and local law and District regulations and policies related to security for personally identifiable and other sensitive information, including but not limited to FERPA. CHSS and Organization will provide prior notification to District of plans to publish any information compiled by CHSS or Organization under this Agreement; moreover, publication shall be in a manner that does not permit identification, directly nor indirectly, of individual students, parents, or program participants.

Destruction of Confidential Information
CHSS and Organization agree to destroy all confidential, personally identifiable information obtained from District education records within 3 years of the termination of this Agreement.

Section Seven: Data Sharing

CHSS coaches and staff may use confidential, personally identifiable student information to assist 9GS teams for the purposes set forth in this Agreement. CHSS coaches and staff assigned to work with District and its Partner Schools may access confidential, personally identifiable student information through data files provided by Partner Schools and District and through restricted access to District data systems. For the purposes of this Agreement, 'Restricted Access" shall mean access is limited to those data essential to the purposes set forth in this Agreement. CHSS coaches and staff will use confidential, personally identifiable student information to conduct analyses and prepare reports for Partner Schools and District in alignment with the purposes set forth in this Agreement.

District shall provide CHSS data within two weeks of the end of each marking period (quarters, semesters, or trimesters) and final school year-end through secure electronic data file transfers and/or by granting CHSS restricted access to District data systems. CHSS will treat all data as Confidential Information according to the terms outlined in this Agreement. In accordance with the requirements of FERPA, CHSS coaches and staff assigned to work with District shall be considered school officials with legitimate educational interests for the purpose of having restricted access to school data.

The following personally identifiable student data are considered essential to the purposes set forth in this Agreement:

- Demographic characteristics
- Course enrollment
- Credits earned and attempted
- Course performance, including grades and GPA
- Attendance records
- Additional data and metrics implemented or tracked by the Partner School and/or District related to implementation of the 9GS program

Additionally, CHSS will use aggregated school-level data and de-identified student-level data to study and evaluate its programs and services, as described in Section 5 of this Agreement. Results of this analysis will be reviewed with authorized district and partner school staff. District will be asked to provide CHSS aggregated school-level and de-identified student-level data for these purposes. The data shall be securely transferred to CHSS in electronic data files. De-identified data should have all direct and indirect personal identifiers removed before collection by CHSS. The studies and evaluations will be conducted in a manner that will not permit the re-identification of any students by anyone other than the school district that provided the information to CHSS. Data will be kept confidential according to the terms outlined in this Agreement.

Section Eight: Cost Of Services

The annual cost of services is outlined below. Enrollment numbers have been obtained via public record and/or verified by state, district, or school.

TOTAL COST: $72,100.00

School Year	High School Name	CHSS Designation	9th Graders	School Year Cost
SY 26/27	Rock Island High School	Foundational	515	$72,100.00

Organization shall invoice District at the beginning of each school year for all identified Partner Schools. District shall pay Organization within thirty days of receipt of any invoices. Nonpayment may result in the suspension of services provided by CHSS to District at Organization's option or termination of this Agreement as set forth in Section 2. If actual enrollments vary by more than ten percent District and Organization may agree to modify the amount owed by District to Organization for the CHSS services.

Please provide the name and contact information of District's staff person who will serve as District's finance liaison regarding billing:

First Name: [[SSIGN_INPUT ID=6]]
Last Name: [[SSIGN_INPUT ID=7]]
Email: [[SSIGN_INPUT ID=8]]
Title: [[SSIGN_INPUT ID=9]]
Phone: [[SSIGN_INPUT ID=10]]

Section Nine: Disclaimer of Warranties and Liability; Hold Harmless

DISTRICT ACKNOWLEDGES AND AGREES THAT ALL THE SERVICES PROVIDED UNDER THIS AGREEMENT BY ORGANIZATION (THE 'CHSS SERVICES") ARE PROVIDED ON AN 'AS IS" OR 'AS AVAILABLE" BASIS. ORGANIZATION MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SERVICES. ORGANIZATION DOES NOT AND CANNOT WARRANT THAT THE CHSS SERVICES WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL OF THEM WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES.

Except as specifically provided in this Agreement or otherwise required by law, District agrees that Organization's officers, directors, employees, agents, and contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any of the CHSS Services or by reason of District's or its users' use of or access to the CHSS Services; including loss of profits, revenue, data or use by District or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event will the liability of Organization and its affiliates, individually or combined, exceed the amounts paid by District to Organization pursuant to this Agreement plus any applicable liability insurance proceeds.

Liability and Insurance. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law. Each party agrees to maintain reasonable liability insurance coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other party upon request. Such insurance shall be in amounts of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

Section Ten: Additional Terms

a. Assignment. Neither party may assign its rights or obligations hereunder without the other party's written consent.

b. Relationship of the Parties. Nothing contained in this Agreement shall be interpreted to evidence an employer-employee relationship, joint venture, partnership or principal-agent relationship between the parties. Neither party shall have any right or authority to act on behalf of, or incur any obligation for, the other party except as expressly set forth in this Agreement.

c. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such party, including, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorist attacks, epidemics, fire, communication line failures, power surges or failures, earthquakes, or other natural disasters.

d. Sole Agreement. This Agreement constitutes the sole and complete agreement between the parties with respect to its subject matter and may not be modified or amended except by a writing signed by both parties hereto.

e. Waiver. The failure of either party to insist upon the performance of any of the terms and conditions of this Agreement shall not be construed as a waiver of any breach of that provision or of any other provision.

f. Severability. Should any provision of this Agreement be determined by a court having jurisdiction over this Agreement to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by law, and the parties agree to abide by such court's determination. If any provision of this Agreement cannot be so reformed, such provision shall be deemed to be severed from this Agreement and it shall not limit or otherwise modify or affect any other portion of this Agreement, which shall remain in full force and effect.

g. Counterparts. This Agreement may be executed in counterparts delivered by electronic transmission, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

h. Should any provision of this Agreement be determined by a court having jurisdiction over this Agreement to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by law, and the parties agree to bide by such court's determination. If any provision of this Agreement cannot be so reformed, such provision shall be determined to be severed from this Agreement and it shall not limit or otherwise modify or affect any other portion of this Agreement, which shall remain in full force and effect.

Section Eleven: Signatures

Superintendent (Or Designee), District

Signature: **Date**: [[SSIGN_INPUT ID=12]]

[[SSIGN_INPUT ID=11]]

First Name: [[SSIGN_INPUT ID=13]] **Last Name:** [[SSIGN_INPUT ID=14]]

Title: [[SSIGN_INPUT ID=15]]

District hereby acknowledges by their signature that they have read, understand, and agree to the terms of this Agreement. The parties to this Agreement acknowledge that it forms an agreement between them and, by the signatures of their respective representatives below, agree to be bound by the terms and conditions stated herein.

Center for High School Success, Organization

Signature: **Date:** Apr 3, 2026

Name: Kaaren Andrews **Title**: Executive Director: Center for High School Success

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Troy Bevans, IT Director
Date: May 12th, 2026
Re: Cynet 360 Elite Cybersecurity Platform Purchase

To maintain the District's cybersecurity posture and remain in compliance with the requirements of our cybersecurity insurance policy, continued use of advanced Endpoint Detection and Response (EDR) software is necessary. EDR tools play a vital role in detecting, investigating, and responding to threats on endpoint devices such as laptops, desktops, and virtual machines.

After evaluating current cybersecurity needs and available solutions, the District is transitioning from Bitdefender GravityZone to Cynet 360 Elite. Cynet 360 Elite provides an integrated, all-in-one platform that combines endpoint protection, detection and response, automated remediation, and centralized monitoring. This approach enhances visibility across the environment, improves response times, and reduces reliance on multiple separate security tools.

It is recommended that the Rock Island-Milan School District #41 Board of Education approve the purchase of Cynet 360 Elite in the total amount of $128,687.70, from Cyber Protect LLC, 13216 Herbert Avenue, Warren, MI 48089. This will be covered by the Technology Department budget and will be valid for a three-year term.

Investment Period: July 1st, 2026 through June 30th, 2029
Total Investment: $128,687.70
Funding Source: Technology Dept. Budget

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Cyber Protect LLC **EMAIL:** charden@cyberprotectllc.com

ADDRESS: Cyber Protect LLC 13216 Herbert Ave. Warren, MI 48089 USA

DATES OF SERVICE TO BE COMPLETED: 7/1/2026-6/30/2029

SCHOOL DISTRICT CONTACT: Jeremy Conaway

COMPENSATION: $ 128,687.70

DESCRIPTION OF DUTIES:

Cynet 360 Elite bundle 1500 Endpoints 3 Year Contract

Is this a Subscription/Software: Yes ☒ or No ☐

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: Cynet 360 Elite **Website:** www.cynet.com

Subscription/Software Start Date: 7/1/2026 **End Date:** 6/30/2029

SOPPA Approved: Yes ☐ or No ☐

Requester Name/Building: Admin

Budget Code: 1-5-080-016-2660-3160-0

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: Troy D. Bevans Digitally signed by Troy D. Bevans Date: 2026.04.30 15:03:03 -05'00' **Date:** 04/30/2026

_____ _____

Superintendent or School Board President **Date**

Cynet Quote

Prepared for Rock Island Schools Milan School District No. 41

Quote ID: Rock Island Cynet Elite Quote, valid until Thursday, May 7, 2026
Prepared by Cheyenne Harden

Agreement for Software.

This Agreement is made as of the quote accepted date, by and between Cyber Protect LLC ("Consultant/ Service Provider") and (“Client"). All of the terms of the Agreement are expressly incorporated herein. All capitalized terms herein shall have the meaning ascribed to them in the Agreement unless expressly defined otherwise herein.

1. **Term of Agreement**
   Software can be a one-time sale (perpetual license) or a subscription. See the notes below for more information. Cyber Protect will not warrant any software sold to Client. The Client must purchase the manufacturer's subscription or a third-party warranty through the Service Provider.

Should adjustments or modifications be required that increase the cost paid for the software rendered under this Agreement, the Client will be notified via email to the Client or to the person signing on behalf of Client. Notice may also be sent in letter form to the Client’s address on file.

1. **Fees and Payment Schedule**
   Payment will be calculated per device as defined under the Appendix below, invoiced to Client and will become due and payable within 30-days. Services provided by Service Provider that fall outside the scope of this Agreement may be billed on different intervals and under different terms.
2. Client acknowledges that Service Provider will charge Client a service charge (5% + banking fees) for checks that are returned by Client’s bank for insufficient funds. All bank charges will be forwarded to the Client. Client agrees to pay said charge in addition to any other charges or fees that Service Provider may be entitled to. If Client tenders a check that is returned for insufficient funds, Client agrees to pay all future payments in certified funds, and acknowledges that personal checks will no longer be an acceptable form of payment.

PAYMENT INSTRUCTIONS:

Pay by Wire Transfer:
Bank: Genisys Credit Union Bank
Address: 17498 Hall Road, Clinton Township, MI 48038 USA
Account Name: Cyber Protect LLC
Account Number: 2149488641
ABA Routing Number: 272483905

*Please include your Invoice Number in the reference line of the wire transfer to ensure proper credit.

Mail Checks to:
Cyber Protect LLC
13216 Herbert Ave.
Warren, MI 48089 USA

Tax ID: 83-3028721

***You can also pay via QuickBooks**

*For online payments, an electronic payment processing fee of 3.95% will be added to your total.

Interest on unpaid account balances over thirty (30) days will accrue at the rate of 2.9% per month until paid in full. As long as Client makes payment in full for all invoices before the thirty (30) thirty-day limit, no interest will be charged to Client’s account. Service Provider may pursue legal action against Client for the entire balance of the Client's bill in not paid within 60 days.

It is understood and agreed that all Services requested by Client that are not expressly included within the terms of this Agreement will be considered Additional Projects, and will be billed as separate, individual Services from those contemplated herein.

1. Client Responsibility for Payment
By signing, Client agrees to payment of all fees and costs set forth in this agreement.

2. Taxes
It is understood and agreed that all Federal, State, and Local Taxes applicable, except for payroll taxes, shall be added to each invoice for services and materials provided. Client shall be responsible for and pay any local, state, or federal taxes due.

3. Shipping
Client shall be responsible for any and all shipping charges, if any. This amount may change due to vendor availability and will be added to the invoice

***Click Here For Our Online Terms and Conditions. ***

See the Cynet EULA Here

Limitation of Liability

Service Provider shall perform all services and duties using the same level of care that is expected in the industry. However, in no event shall Service Provider be held liable for indirect, special, incidental, or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs and damages. **See website for full terms and service at https://www.cyberprotectllc.com/terms-conditions/**

Notes:

After the first year, the client's total price for years 2 and 3 will increase one-time by 5%

Year **1** Payment Amount: **$41,494.74**

Year **2** Payment Amount: **$43,596.48** (5% price increase)

Year **3** Payment Amount: **$43,596.48** (no price increase)

Total cost over three years: **$128,687.70**

Cynet Elite Software Subscription 37-Months, Annual Payment $41,494.74

Product		Quantity	Price	Amount
Cynet 360 Elite Bundle Start Date: 6/1/2026 End Date: 6/30/2029 Up to 1500 endpoints May	Yearly	1	$41,494.74	$41,494.74

One Off	$0.00
Yearly	$41,494.74
Shipping	$0.00
Tax	$0.00
Total	**$41,494.74**

Quote Terms & Conditions

The goods and services as set out in this quotation are accepted as per Rock Island Schools Milan School District No. 41"s Terms of Sale. Please refer to our website for full details.
Unless otherwise stated, all prices quoted are exclusive of taxes, shipping, and configuration charges. Shipping costs are based on standard road delivery. Air freight or any other form of special delivery will incur additional costs.

Pricing is subject to change without notice. Rock Island Schools Milan School District No. 41 reserves the right to amend quoted prices as a result of fluctuations in supply pricing. The pricing specified above is not valid with any other offer.

This quotation is valid only to Rock Island Schools Milan School District No. 41. This quote has been prepared for one end user only. If this quotation is for more than one end-user, please request separate quotations for each end-user.

All trademarks, brand names, and product names are the property of their respective owners. The items quoted above are correct at time of publishing and issuing the quotation. All errors and omissions are excluded and no other discounts apply.

Cyber Protect LLC is not responsible for compensating Rock Island Schools Milan School District No. 41 should the item(s) listed in this quote be withdrawn by the Vendor.

See the Cynet EULA Here

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Troy Bevans, IT Director
Date: May 12th, 2026
Re: DecisionEd Contract Renewal

DecisionEd empowers educators and administrators by providing access to critical data through intuitive dashboards and reports, supporting informed decision-making through advanced data analytics and warehousing solutions. To further expand the value of this platform, the District is proposing the addition of Classroom/Student Licenses, which will extend access to all staff, students, and parents.

The Classroom/Student Licenses include expanded access for all district users, all deployment and training activities, and associated travel costs at no additional charge. The license is perpetual for the DecisionEd K-12 Performance Management software and allows for unlimited assessment data to be loaded, provided it remains within the support agreement.

To ensure continued and expanded access to this resource, approval is requested for a one-year agreement with DecisionEd Group, Inc., located at 9901 Valley Ranch Parkway East, Suite 1060, Irving, TX 75063.

It is recommended that the Rock Island–Milan School District #41 Board of Education approve a total expenditure of $65,876.00. This includes $32,426.00 for annual support and $33,450.00 for the Classroom/Student Licenses. This expenditure will be covered by the Technology Department budget and will be valid from July 1, 2026, through June 30, 2027.

Investment Period: July 1st, 2026 through June 30th 2027
Total Investment: $65,876.00
Funding Source: Technology Department Budget

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: DecisionEd Group Inc **EMAIL:** mark.mason@decisioned.com

ADDRESS: 9901 Valley Ranch Pway East Suite 1060 Iriving, TX 75063

DATES OF SERVICE TO BE COMPLETED: 7/1/2026-6/30/2027

SCHOOL DISTRICT CONTACT: Troy Bevans

COMPENSATION: $ 65,876

DESCRIPTION OF DUTIES:

OPS-B K12 Performance Management Operational Support July 2026-June 2027

DUPAD-B K12 Performance Management Classroom/student July 1, 2026 June 30,2027

Is this a Subscription/Software: Yes ☒ or No ☐

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requester Name/Building: District

Budget Code: 1-5-080-016-2660-3160-0

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: Troy D. Bevans Digitally signed by Troy D. Bevans Date: 2026.05.01 09:29:22 -05'00' **Date:** 05/01/2026

_____ _____

Superintendent or School Board President **Date**

PRICE QUOTE

Valid until July 31, 2026

Prepared for:	Prepared by:
Jeff Hoskins Rock Island-Milan School District #41 2101 6th Avenue Rock Island, IL 61201	Mark Mason DecisionEd Group 9901 Valley Ranch Parkway East, Suite 1060 Irving, TX 75063 P: (972) 591-6472 E:mark.mason@decisioned.com

Prepared on April 30, 2026

Proposed Product:

Part Number	Description	Price
OPS-B	K12 Performance Management Operational Support July 2026-June 2027	$32,426.00
DUPAD-B	K12 Performance Management Classroom/student July 1, 2026 June 30,2027	$33,450.00

Invoice/Payment Terms: Net 30

Classroom/Student License Features:

- Upgrades current Administrator to include all district staff and students/parents
- All deployment activities, training activities and travel costs are included
- No additional cost based on user counts
- Perpetual License for DecisionEd K-12 Performance Management software
- No restrictions on number of Assessments loaded, as long as under support

Pricing is for a nontransferable license granted in perpetuity and is subject to terms and conditions included in the DecisionEd Solution Agreement. Completion of the order requires an executed Purchase Order. Price does not include local taxes.

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Troy Bevans, IT Director
Date: May 12th, 2026
Re: Education Solutions Development (ESD) Contract Renewal

The district currently utilizes APECS, a comprehensive data management system from Education Solutions Development, Inc., to support operations related to personnel, payroll, finance, and human resources.

The proposed annual support renewal includes continued coverage for APECS Reporter Support and Finance/Payroll/Personnel Support in the total amount of $49,940.32.

It is recommended that the Rock Island–Milan School District #41 Board of Education approve the support renewal agreement with Education Solutions Development, Inc., located at P.O. Box 424, Rockaway, NJ 07866, in the amount not to exceed $49,940.32. This amount will be funded by the Technology Department's budget, and the renewal will be valid from July 1, 2026, through June 30, 2027.

Investment Period: July 1st, 2026 through June 30th 2027
Total Investment: $49,940.32
Funding Source: Technology Dept. Budget

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Education Solutions Development INC **EMAIL:** Klass@esd-sys.com

ADDRESS: 20 Wall Street P.O. Box 424 Rockaway, NJ 07866

DATES OF SERVICE TO BE COMPLETED: SY 26-27

SCHOOL DISTRICT CONTACT: Troy Bevans

COMPENSATION: $ 49,940.32

DESCRIPTION OF DUTIES:

7/1/26 - 6/30/27 APECS Reporter Support/UDR
7/1/26 - 6/30/27 Finance, Payroll, Personnel Support

Is this a Subscription/Software: Yes ☒ or No ☐

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: ESD **Website:** http://www.esd-sys.com/

Subscription/Software Start Date: 7/1/2026 **End Date:** 6/30/2027

SOPPA Approved: Yes ☐ or No ☐

Requester Name/Building: District

Budget Code: 1-5-080-016-2660-3160-0

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: Troy D. Bevans Digitally signed by Troy D. Bevans Date: 2026.04.30 09:42:33 -05'00' **Date:** 04/30/2026

_____ _____

Superintendent or School Board President **Date**

Education Solutions Development Inc.
P.O. Box 424
Rockaway, NJ 07866

Quote

Date
4/30/2026

Bill To
Rock Island-Milan School District #41 2000 7th Avenue Rock Island, IL. 61201 ATTN: Dr. Dominique Moore

Contact for ESD, Inc.	P.O. No.
Karen Lass (800) 933-7896	

Description	Amount
7/1/26 - 6/30/27 APECS Reporter Support/UDR	12,098.42
7/1/26 - 6/30/27 Finance, Payroll, Personnel Support	37,841.90

Total **$49,940.32**

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Dr. Dominique Moore, Assistant Superintendent of HR
Date: May 12, 2026
Re: Frontline Technologies Renewals/Additions

Frontline Technologies provides software management services to our district in our Human Resources and Business Operations departments. To enhance system utilization, in addition to the annual renewals, a training subscription with this vendor is being added.

Financial and Analytic software:

Budget Management and Financial Planning: Build multi-year financial plans, compare scenarios for negotiations and critical decisions with multi-year impact, and revisit and measure the effectiveness of yearly planning.

Comparative Analytics: Access detailed comparisons of district trends and peer district performance, analyze local compensation/benefits trends , and compare performance to peer districts.

Human Resource Management software:

Frontline Central: Software designed to oversee all employee-related documents and data within your school district.

Applicant Tracking: Easily sort and filter to find the best candidates, manage interview scheduling, and get progress insights.

Absence and Substitute Management: Easily manage employee leave and automatically schedule qualified substitutes, plus offer online training to prepare your substitutes for the classroom.

Training Subscription:

Frontline Technologies training package designed to strengthen the Human Resources department's use of Frontline Technology systems. The training will ensure staff are utilizing system features to their full capacity, improving data accuracy, streamlining processes, and strengthening compliance. Enhanced proficiency with these programs will support more efficient Human Resources operations and improved service delivery across the district.

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Sharon Williams, Ed.D.
Superintendent of Schools

It is recommended that the Board of Education approve the annual license renewals of: Applicant Tracking; Absence and Substitute Management; Budget Management Analytics; Financial Planning Analytics; Comparative Analytics; and Frontline Central Solution; and the addition of the Frontline Training Subscription at a total investment of $88,808.99.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: $88,808.99
Funding Source: District Funds - Finance and Human Resources Departments

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Frontline Technologies Group LLC **EMAIL:** billing@frontlineed.com

ADDRESS: PO Box 780577 Philadelphia, PA 19178-0577

DATES OF SERVICE TO BE COMPLETED: 07/01/2026 - 06/30/2027

SCHOOL DISTRICT CONTACT: Sharon Williams, Ed.D.

COMPENSATION: $ 88,808.99

DESCRIPTION OF DUTIES:

O-245461: Frontline Central Training, Recruiting & Hiring Training Subscription

Q-252008: Budget Management Analytics Subscription, Comparative Analytics Subscription, Financial Planning Analytics Subscription

Q-253448: Frontline Central Solution, Absence and Substitute Management, Applicant Tracking

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Is this a Subscription/Software: Yes ☒ or No ☐

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: Frontline Technologies **Website:** www.frontlineeducation.com

Subscription/Software Start Date: 07/01/2026 **End Date:** 06/30/2027

SOPPA Approved: Yes ☐ or No ☒

Requester Name/Building: Administration Center

Budget Code: 1-5-080-000-2520-3140-0 and 1-5-080-000-2640-3140-0

Signature of Vendor: [signature] **Date:** 5/5/2026

Signature of Budget Administrator: Dominique Mora **Date:** 05/05/2026

Superintendent or School Board President **Date**

Exhibit A Frontline Customer Order Form
Q-245461(Recurring)

01/23/2026

550 E. Swedesford Road, Suite 360, Wayne, PA 19087

Customer:	Order Form Details:
Rock Island-Milan School District 41 2000 7th Avenue Rock Island, Illinois, 61201 United States	**Pricing Expiration:** 2/05/2026 **Quote Currency:** USD **Account Manager:** Whitney West
Contact: Dominique Moore	**Startup Cost Billing Terms:** One-Time, Invoiced after signing
Title: Asst. Superintendent-Human Resources	**Subscription Billing Frequency:** Annual
Phone: 309.948.4827	**Sale Type:** New
Email: dominique.moore@rimsd41.org	**Initial Term:** 1/30/2026 – 6/30/2027

Pricing Overview	Amount
Annual Recurring Fees	**$6,400.00**

Annual Recurring Fees Itemized Description	Subscription Start	Subscription End	Amount
Frontline Central Training Subscription Package - Silver	7/01/2026	6/30/2027	$3,200.00
Recruiting & Hiring Training Subscription Package - Silver	7/01/2026	6/30/2027	$3,200.00

550 E. Swedesford Road, Suite 360, Wayne, PA 19087

Additional Order Form Information

Tax Information

Tax Exemption: Your order may be eligible for a tax exemption. Please ensure we have the most recent tax exemption form on file. Please send your completed exemption form to salestax@frontlineed.com. Otherwise, the appropriate tax will be applied at the time of invoicing.

PO Information

PO Status: Purchase order not required by customer
PO #:
Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment

Professional Services Information

Customer has one year from date of Customer's signature of this Order to utilize any Professional Services described in this Order. The Professional Services expire thereafter with no credit or refund due to Customer.

01/23/2026

550 E. Swedesford Road, Suite 360, Wayne, PA 19087

Invoicing Schedule	Due Date	Amount	
Invoice: Annual	**7/31/2026**	**$6,400.00**	**+ applicable sales tax**
Frontline Central Training Subscription Package - Silver		$3,200.00	
Recruiting & Hiring Training Subscription Package - Silver		$3,200.00	

01/23/2026

550 E. Swedesford Road, Suite 360, Wayne, PA 19087

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 550 E. Swedesford Road, Suite 360, Wayne, PA 19087 (collectively "Frontline"), and the client identified below ("Client"). Frontline and Client are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement ("Master Services Agreement", which is available at https://www.frontlineeducation.com/master-services-agreement/ and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the "Agreement". To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

550 E. Swedesford Road, Suite 360, Wayne, PA 19087

Frontline Technologies Group LLC dba Frontline Education	**Rock Island-Milan School District 41**
Signature:	Signature:
Name:	Name:
Title:	Title:
Address: 550 E. Swedesford Road, Suite 360 Wayne, PA 19087	Address: 2000 7th Avenue Rock Island, Illinois 61201
Email: billing@frontlineed.com	Email:
Effective Date:	

frontline education

INVOICE

Acct #: 14199
#INVUS238488

Accounts Payable
Rock Island School District 41
2000 7th Avenue
Rock Island IL 61201

Start Date: 7/1/2026
Due Date: 7/31/2026

PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC
PO Box 780577
Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.
Account Name: Frontline Technologies Group LLC
ABA/Routing #: 121000248
Account #: 4121566533
Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

You can find a copy of our W9 at http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf.

Qty	Description	Start	End	End User	Rate	Amount
1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2026	6/30/2027	14199 Rock Island - Milan School District 41	$6,390.33	$6,390.33
1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2026	6/30/2027	14199 Rock Island - Milan School District 41	$12,780.64	$12,780.64
1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2026	6/30/2027	14199 Rock Island - Milan School District 41	$11,075.32	$11,075.32

frontline education™

INVOICE

Acct #: 14199
#INVUS238488

Your timely payment is important to maintain continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. We are unable to address PO# inquiries. Please check with your internal departments for PO# information. Any PO copies and/or vouchers for signature can be emailed to billing@frontlineed.com.

SUBTOTAL	$30,246.29
TOTAL DUE by 7/31/2026	$30,246.29

frontline education

INVOICE

Acct #: 14199
#INVUS238735

Accounts Payable
Rock Island School District 41
2000 7th Avenue
Rock Island IL 61201

Start Date: 7/1/2026
Due Date: 7/31/2026

PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC
PO Box 780577
Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.
Account Name: Frontline Technologies Group LLC
ABA/Routing #: 121000248
Account #: 4121566533
Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

You can find a copy of our W9 at http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf.

Qty	Description	Start	End	End User	Rate	Amount
1	Frontline Central Solution	7/1/2026	6/30/2027	14199 Rock Island - Milan School District 41	$18,156.01	$18,156.01
1	Absence & Substitute Management, unlimited usage for internal employees	7/1/2026	6/30/2027	14199 Rock Island - Milan School District 41	$28,330.64	$28,330.64
1	Applicant Tracking, unlimited usage for internal employees	7/1/2026	6/30/2027	14199 Rock Island - Milan School District 41	$5,676.05	$5,676.05

Your timely payment is important to maintain continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. We are unable to address PO# inquiries. Please check with your internal departments for PO# information. Any PO copies and/or vouchers for signature can be emailed to billing@frontlineed.com.

587

SUBTOTAL	$52,162.70
TOTAL DUE by 7/31/2026	$52,162.70

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Scott Vance, Assistant Superintendent for Teaching and Learning
Date: May 12, 2026
Re: Great Minds (Eureka Math^2) Annual Curriculum Renewal

The Teaching and Learning department annually purchases materials, digital licenses, and instructional professional development in support of the approved Rock Island-Milan School District curriculum.

The digital components are the online teacher and/or student access to the curriculum as well as intervention materials for math, reading, and science. Listed below are the details for this annual renewal:

Great Minds: $148,859.24

- Eureka Math Squared License**s:** $48,343.45
- Eureka Squared Math Materials: $94,987.38
- Eureka Math Squared Instructional Professional Development: $3,900
- Proportionate Share (Jordan Catholic): $1,628.41

Eureka Math^2 is the approved math curriculum for Kindergarten through 5th grade. The Eureka Math^2 curriculum focuses on establishing a conceptual understanding of math rather than only relying on procedural skills. This approach will provide students with a better understanding and improve their college and career readiness.

It is recommended that the Board of Education approve the purchase of curriculum materials and digital licenses at a total cost of $148,859.24 from Great Minds, PO Box 200283, Pittsburgh, PA., 15251-0283.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: $148,859.24
Funding Source: Federal Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Great Minds **EMAIL:** kayla.woods@greatminds.org

ADDRESS: P.O. Box 200283 Pittsburgh, PA 15251-0283

DATES OF SERVICE TO BE COMPLETED: 2026-2027

SCHOOL DISTRICT CONTACT: Stacey Golz

589

COMPENSATION: $ 148,859.24

DESCRIPTION OF DUTIES:

Eureka Math Squared Licenses: $48,343.45
Eureka Squared Math Materials: $94,987.38
Eureka Math Squared Instructional Professional Development: $3,900
Proportionate Share (Jordan Catholic): $1,628.41

Is this a Subscription/Software: Yes ■ or No ☐

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: EM2 **Website:** www.greatminds.com

Subscription/Software Start Date: 07/01/2026 **End Date:** 06/30/2026

SOPPA Approved: Yes ■ or No ☐

Requester Name/Building: RIMSD Elementary Schools

Budget Code: Federal Funds

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: _____ **Date:** 05/12/2026

_____ _____

Superintendent or School Board President **Date**

every child is capable of greatness

Great Minds Quote

Date	April 24, 2026	Quote Number	00548759
Expiration Date	July 21, 2026		
Prepared By	Kayla Woods	Contact Name	Dorian Maag
Email	kayla.woods@greatminds.org	Phone	(309) 793-5985
		Email	dorian.maag@rimsd41.org
Bill to Name	AP Rock Island/Milan SD 41	Ship to Name	Dorian Maag
Bill To	2000 7th Avenue Rock Island, IL 61201	Ship To	2000 7th Avenue ROCK ISLAND, IL 61201
		End User	Rock Island/Milan School District #41

Make Payment to:
Great Minds PBC Tax ID: 84-3785772
Mail payment to:
Great Minds PBC
P.O. Box 200283
Pittsburgh, PA 15251-0283

Phone: 202.223.1854
Email: ordertracking@greatminds.org

Wire/ACH Silicon Valley Bank **Beneficiary: Great Minds PBC**
ABA #121140399 – Account #3303446795 Intl: SWIFT SVBKUS6S
Please email all remittance information to payments@greatminds.org.

Eureka Math 2 - Digital	ISBN	Quantity	List Price	Discounts	Total Price
Grade Multiple					
Eureka Math Squared - Great Minds Platform License: Service End Date (6/30 of School Year 2026 - 2027 unless noted otherwise)	GM-01998	2815.00	$10.00	15.00%	$23,927.50
Eureka Math Squared, Premium Assessment, Grades 1-9: Service End Date (6/30 of School Year 2026 - 2027 unless noted otherwise)	GM-01835	2324.00	$12.36	15.00%	$24,415.94

Eureka Math 2 - Kit	ISBN	Quantity	List Price	Discounts	Total Price
Grade K					
Eureka Math Squared Grade K Learn & Digital Bundle: Part-Part-Total Modules 1-6	978-1-64929-023-6	327.00	$35.02	10.00%	$10,306.39
Grade 1					
Eureka Math Squared Grade 1 Learn, Apply, & Digital Bundle: Units of Ten Modules 1-6	978-1-64929-018-2	422.00	$43.26	15.00%	$15,517.36
Grade 2					
Eureka Math Squared Grade 2 Learn, Apply, & Digital Bundle: Ten Tens, Modules 1-6	978-1-64929-019-9	318.00	$43.26	15.00%	$11,693.18
Grade 3					
Eureka Math Squared Grade 3 Early Access Bundle: Units of Any Number Modules 1-6	978-1-63642-646-4	360.00	$44.10	10.00%	$14,288.40
Grade 4					
Eureka Math Squared Grade 4 Learn, Apply, & Digital Bundle: Fractional Units Modules 1-6	978-1-64929-021-2	376.00	$43.26	15.00%	$13,825.90
Grade 5					
Eureka Math Squared Grade 5 Learn, Apply, & Digital Bundle: Fractions are Numbers Modules 1-6	978-1-64929-022-9	393.00	$43.26	15.00%	$14,451.00

Eureka Math 2 - Print	ISBN	Quantity	List Price	Discounts	Total Price
Grade K					
Eureka Math Squared Grade K Learn: Part-Part-Total Module 1	978-1-64497-075-1	69.00	$5.84	15.00%	$342.52
Eureka Math Squared Grade K Learn: Part-Part-Total Module 2	978-1-64497-076-8	53.00	$5.84	15.00%	$263.09
Eureka Math Squared Grade K Learn: Part-Part-Total Module 3	978-1-64497-077-5	26.00	$5.84	15.00%	$129.06
Eureka Math Squared Grade K Learn: Part-Part-Total Module 5	978-1-64497-079-9	31.00	$5.84	15.00%	$153.88

Eureka Math 2 - Print	ISBN	Quantity	List Price	Discounts	Total Price
Grade 1					
Eureka Math Squared Grade 1 Apply: Units of Ten Module 1	978-1-64497-636-4	14.00	$3.27	10.00%	$41.20
Eureka Math Squared Grade 1 Apply: Units of Ten Module 5	978-1-64497-640-1	53.00	$3.27	10.00%	$155.98
Eureka Math Squared Grade 1 Learn: Units of Ten Module 2	978-1-64497-082-9	35.00	$5.84	15.00%	$173.74
Eureka Math Squared Grade 1 Learn: Units of Ten Module 3	978-1-64497-083-6	16.00	$5.84	15.00%	$79.42
Eureka Math Squared Grade 1 Learn: Units of Ten Module 4	978-1-64497-084-3	6.00	$5.84	15.00%	$29.78
Eureka Math Squared Grade 1 Learn: Units of Ten Module 5	978-1-64497-085-0	48.00	$5.84	15.00%	$238.27
Grade 2					
Eureka Math Squared Grade 2 Apply: Ten Tens, Module 1	978-1-64497-642-5	53.00	$3.27	10.00%	$155.98
Eureka Math Squared Grade 2 Learn: Ten Tens, Module 1	978-1-64497-087-4	62.00	$5.84	15.00%	$307.77
Eureka Math Squared Grade 2 Learn: Ten Tens, Module 3	978-1-64497-089-8	82.00	$5.84	15.00%	$407.05
Eureka Math Squared Grade 2 Learn: Ten Tens, Module 4	978-1-64497-090-4	50.00	$5.84	15.00%	$248.20
Eureka Math Squared Grade 2 Learn: Ten Tens, Module 5	978-1-64497-091-1	33.00	$5.84	15.00%	$163.81
Eureka Math Squared Grade 2 Learn: Ten Tens, Module 6	978-1-64497-092-8	58.00	$5.84	15.00%	$287.91
Grade 3					
Eureka Math Squared Grade 3 Apply: Units of Any Number Module 1	978-1-64497-648-7	53.00	$3.27	10.00%	$155.98
Eureka Math Squared Grade 3 Learn: Units of Any Number Module 1	978-1-64497-093-5	5.00	$5.84	15.00%	$24.82
Eureka Math Squared Grade 3 Learn: Units of Any Number Module 2	978-1-64497-094-2	29.00	$5.84	15.00%	$143.96
Eureka Math Squared Grade 3 Learn: Units of Any Number Module 3	978-1-64497-095-9	65.00	$5.84	15.00%	$322.66

Eureka Math 2 - Print	ISBN	Quantity	List Price	Discounts	Total Price
Eureka Math Squared Grade 3 Learn: Units of Any Number Module 4	978-1-64497-096-6	12.00	$5.84	15.00%	$59.57
Eureka Math Squared Grade 3 Learn: Units of Any Number Module 5	978-1-64497-097-3	15.00	$5.84	15.00%	$74.46
Grade 4					
Eureka Math Squared Grade 4 Apply: Fractional Units Module 2	978-1-64497-655-5	10.00	$3.27	10.00%	$29.43
Eureka Math Squared Grade 4 Learn: Fractional Units Module 1	978-1-64497-099-7	89.00	$5.84	15.00%	$441.80
Eureka Math Squared Grade 4 Learn: Fractional Units Module 2	978-1-64497-108-6	65.00	$5.84	15.00%	$322.66
Eureka Math Squared Grade 4 Learn: Fractional Units Module 3	978-1-64497-109-3	39.00	$5.84	15.00%	$193.60
Eureka Math Squared Grade 4 Learn: Fractional Units Module 6	978-1-64497-112-3	12.00	$5.84	15.00%	$59.57
Grade 5					
Eureka Math Squared Grade 5 Apply: Fractions are Numbers Module 1	978-1-64497-660-9	41.00	$3.27	10.00%	$120.66
Eureka Math Squared Grade 5 Apply: Fractions are Numbers Module 3	978-1-64497-662-3	18.00	$3.27	10.00%	$52.97
Eureka Math Squared Grade 5 Learn: Fractions are Numbers Module 1	978-1-64497-113-0	14.00	$5.84	15.00%	$69.50
Eureka Math Squared Grade 5 Learn: Fractions are Numbers Module 2	978-1-64497-114-7	26.00	$5.84	15.00%	$129.06
Eureka Math Squared Grade 5 Learn: Fractions are Numbers Module 3	978-1-64497-115-4	6.00	$5.84	15.00%	$29.78
Eureka Math Squared Grade 5 Learn: Fractions are Numbers Module 4	978-1-64497-116-1	8.00	$5.84	15.00%	$39.71
Eureka Math Squared Grade 5 Learn: Fractions are Numbers Module 6	978-1-64497-118-5	10.00	$5.84	15.00%	$49.64

Kit	$92,606.88
Print	$6,421.10
Digital	$56,874.64
Solution Subtotal	$155,902.62
Discount	($21,979.45)
Shipping and Handling	$9,407.66
***Pre-Tax Solution Total**	***$143,330.83***
Estimated Sales Tax	$0.00
Estimated S&H Tax	$0.00
Total Solution:	**$143,330.83**

This Quote is governed by the Terms and Conditions at https://greatminds.org/customer-quote-terms which are hereby incorporated by reference as if fully set forth herein.

The estimated tax amounts provided in this quote are based on the state and local tax rates applicable at the time of quotation. These rates are subject to change by relevant tax authorities. The final tax amount on the invoice will reflect the applicable rates at the time of invoicing. If Customer is tax-exempt, valid exemption documentation must be provided prior to invoicing in order for the exemption to be applied.

GREAT MINDS

every child
is capable of
greatness

Great Minds Quote

Date	April 21, 2026	Quote Number	00547966
Expiration Date	June 30, 2027		
Prepared By	Kayla Woods	Contact Name	Dorian Maag
Email	kayla.woods@greatminds.org	Phone	(309) 793-5985
		Email	dorian.maag@rimsd41.org
Bill to Name	AP Rock Island/Milan SD 41	Ship to Name	Dorian Maag
Bill To	2000 7th Avenue Rock Island, IL 61201	Ship To	2000 7th Avenue ROCK ISLAND, IL 61201
		End User	Rock Island/Milan School District #41

Make Payment to:
Great Minds PBC Tax ID: 84-3785772
Mail payment to:
Great Minds PBC
P.O. Box 200283
Pittsburgh, PA 15251-0283

Phone: 202.223.1854
Email: ordertracking@greatminds.org

Wire/ACH Silicon Valley Bank **Beneficiary: Great Minds PBC**
ABA #121140399 – Account #3303446795 Intl: SWIFT SVBKUS6S
Please email all remittance information to payments@greatminds.org.

PD - Services	ISBN	Quantity	List Price	Discounts	Total Price
Grade Multiple					
Eureka Math Squared - On-Site PD Support Services - Full Day	GM-03574	1.00	$3,900.00	0.00%	$3,900.00

Services	$3,900.00
Solution Subtotal	$3,900.00
Discount	($0.00)
Shipping and Handling	$0.00
***Pre-Tax Solution Total**	***$3,900.00***
Estimated Sales Tax	$0.00
Estimated S&H Tax	$0.00
Total Solution:	**$3,900.00**

This Quote is governed by the Terms and Conditions at https://greatminds.org/customer-quote-terms which are hereby incorporated by reference as if fully set forth herein.

The estimated tax amounts provided in this quote are based on the state and local tax rates applicable at the time of quotation. These rates are subject to change by relevant tax authorities. The final tax amount on the invoice will reflect the applicable rates at the time of invoicing. If Customer is tax-exempt, valid exemption documentation must be provided prior to invoicing in order for the exemption to be applied.

Eureka Math 2 - Kit	ISBN	Quantity	Special Price	Total Price
Grade K				
Eureka Math Squared Grade K Learn & Digital Bundle: Part-Part-Total Modules 1-6	978-1-64929-023-6	5.00	$32.86	$164.30
Grade 1				
Eureka Math Squared Grade 1 Learn & Digital Bundle: Units of Ten Modules 1-6	978-1-64929-024-3	5.00	$32.86	$164.30
Grade 2				
Eureka Math Squared Grade 2 Learn & Digital Bundle: Ten Tens, Modules 1-6	978-1-64929-025-0	5.00	$32.86	$164.30
Grade 3				
Eureka Math Squared Grade 3 Learn & Digital Bundle: Units of Any Number Modules 1-6	978-1-64929-026-7	5.00	$32.86	$164.30
Grade 4				
Eureka Math Squared Grade 4 Learn & Digital Bundle: Fractional Units Modules 1-6	978-1-64929-027-4	5.00	$32.86	$164.30
Grade 5				
Eureka Math Squared Grade 5 Learn & Digital Bundle: Fractions are Numbers Modules 1-6	978-1-64929-028-1	5.00	$32.86	$164.30
Grade 6				
Eureka Math Squared Grade 6 Learn & Digital Bundle: Ratios and Rates Modules 1-6	978-1-64929-029-8	5.00	$32.86	$164.30
Grade 7				
Eureka Math Squared Grade 7 Learn & Digital Bundle: Ratios and Proportionality Modules 1-6	978-1-64929-030-4	5.00	$32.86	$164.30
Grade 8				
Eureka Math Squared Grade 8 Learn & Digital Bundle: Ratios and Linearity Modules 1-6	978-1-64929-031-1	5.00	$32.86	$164.30

Kit	$1,575.90
Solution Subtotal	$1,575.90
Discount	($97.20)
Shipping and Handling	$149.71
**Pre-Tax Solution Total*	*$1,628.41*
Estimated Sales Tax	$0.00
Estimated S&H Tax	$0.00
Total Solution:	**$1,628.41**

This Quote is governed by the Terms and Conditions at https://greatminds.org/customer-quote-terms which are hereby incorporated by reference as if fully set forth herein.

598

**The estimated tax amounts provided in this quote are based on the state and local tax rates applicable at the time of quotation. These rates are subject to change by relevant tax authorities. The final tax amount on the invoice will reflect the applicable rates at the time of invoicing. If Customer is tax-exempt, valid exemption documentation must be provided prior to invoicing in order for the exemption to be applied.*

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Frank Mendoza, Director of Building Operations
Date: May 12, 2026
Re: Greenwood Cleaning Systems, Inc. Contract for Cleaning Supplies and Services

This item is a request for the Board of Education to approve a contract for services with Greenwood Cleaning Systems, Inc. for Fiscal Year 2027, in an amount not to exceed $300,000. The contract will support the procurement of cleaning supplies, custodial products, and related facility services essential to maintaining the cleanliness and operational readiness of all District buildings.

Greenwood Cleaning Systems, Inc. is a participating vendor in the Purchasing Association of Cooperative Entities (PACE) purchasing cooperative. By utilizing the PACE cooperative agreement, the District benefits from competitively bid pricing and pre-vetted terms that have been thoroughly reviewed through a transparent procurement process. This cooperative purchasing approach streamlines acquisition efforts while upholding high standards for value, performance, and accountability.

In addition to delivering quality products and services, Greenwood Cleaning Systems, Inc. has demonstrated a strong commitment to responsive and reliable customer service. Their support has consistently helped the District address routine needs and urgent requests with professionalism and efficiency.

It is recommended that the Board of Education approve the contract for service with Greenwood Cleaning Systems, Inc., in an amount not to exceed $300,000 for Fiscal Year 2027.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: Not to exceed $300,000
Funding Source: District Funds/Maintenance and Operations Department

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Greenwood Cleaning Systems **EMAIL:** brianl@greenwoodcs.com

ADDRESS: 5880 Tremont Avenue, Davenport, IA 52807

DATES OF SERVICE TO BE COMPLETED: July 1, 2026-June 30, 2027

SCHOOL DISTRICT CONTACT: Director of Operations, Frank Mendoza

COMPENSATION: $ Not to Exceed $300,000

DESCRIPTION OF DUTIES:

For the purchase and delivery of all necessary custodial supplies and related services for all of our district buildings using their pricing through the PACE purchase cooperative.

Is this a Subscription/Software: Yes ☐ or No ☒

If NO, go to next section. If YES, complete below, then go to next section (no vendor signature)

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requester Name/Building: District

Budget Code: 2-5-xxx-000-2542-4102-0

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: _____ **Date:** _____

_____ _____

Superintendent or School Board President **Date**

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Alicia Sanders, Director of Student Services
Date: May 12, 2026
Re: Approval of Contract with High Road School of the Quad Cities for Specialized Educational Services

The district is committed to meeting the needs of students requiring specialized educational programming beyond what is available within district schools. High Roads School of the Quad Cities provides therapeutic, behavioral, and academic services for students with significant social, emotional, and behavioral needs, including those requiring a more restrictive educational environment.

Tuition and service fees will be billed per student, in accordance with the established rate schedule, not to exceed $160,000 for the 2026-2027 school year. Funding will be provided through the district's special education budget. Below is a breakdown of the annual cost the district has been billed for students' services over the past four years;

Placement/Service	FY2027 ESTIMATE	FY2026 as of April 2026	FY2025	FY2024	FY2023
High Roads of the Quad Cities	Not to exceed $160,000	$78,607.12	$78,741.98	$104,050.40	$72,678.81

It is recommended that the Board of Education approve the contract with High Roads of the Quad Cities, P.O. Box 70023, Newark, NJ 07101-3523, for the 2026-2027 school year.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: Not to exceed $160,000
Funding Source: District Special Education Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: High Roads School of the Quad Cities **EMAIL:** info@ sesischools.com

ADDRESS: PO Box 70023, Newark, NJ 07101-3523

DATES OF SERVICE TO BE COMPLETED: SY 26-27

SCHOOL DISTRICT CONTACT: Alicia Sanders

COMPENSATION: $ NOT TO EXCEED $160,000

DESCRIPTION OF DUTIES:

This contact will allow placement of qualifying students whose Individualized Education Programs (IEPs) require a specialized setting. High Roads will provide individualized academic instruction, behavioral interventions, and therapeutic support in collaboration with district personnel.

Is this a Subscription/Software: Yes ☐ or No ☐

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requesting School: District

Budget Code: 1-5-080-008-4220-6701-2

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: _____ **Date:** _____

Initials of Dept ELT: _____

_____ _____

Superintendent or School Board President **Date**

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Scott Vance, Assistant Superintendent for Teaching and Learning
Date: May 12, 2026
Re: Imagine Learning Annual Curriculum Renewal

The Teaching and Learning department annually purchases materials, digital licenses, and instructional professional development in support of the approved Rock Island-Milan School District curriculum.

The digital components are the online teacher and/or student access to the curriculum as well as intervention materials for math, reading, and science. Listed below are the details for this annual renewal:

Imagine Learning: $62,284.61

- Math Digital Coursework (Grades 6-8): $33,264.87
- Math Workbooks (Grades 6-8): $22,619.74
- Instructional Professional Development: $3,900
- My Path Reading and Math Licenses: $2,500.00

Illustrative Mathematics from Imagine Learning is the approved 6-8 grade core math curriculum. Using a collaborative approach to mathematical instruction, Illustrative Math encourages students to talk and write about math, listen to the ideas of their peers regarding mathematics, and to critique the reasoning of others in an attempt to further develop their understanding of mathematics.

It is recommended that the Board of Education approve the purchase of curriculum materials and digital licenses at a total cost of $62,284.61 from Imagine Learning, 100 South Mill Avenue, Suite 1700, Tempe, AZ.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: $62,284.61
Funding Source: Federal Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Imagine Learning **EMAIL:** danielle.corey@imaginelearning.com

ADDRESS: 1100 South Mill Street, Suite 1700, Tempe, AZ, 85201

DATES OF SERVICE TO BE COMPLETED: 2026-2027

SCHOOL DISTRICT CONTACT: Stacey Golz

COMPENSATION: $ 62,284.61

DESCRIPTION OF DUTIES:

Math Digital Coursework (Grades 6-8): $33,264.87
Math Workbooks (Grades 6-8): $22,619.74
Instructional Professional Development: $3,900
My Path Reading and Math Licenses: $2,500.00

Is this a Subscription/Software: Yes ■ or No ☐

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: Illustrative Math/MyPath **Website:** www.imaginelearning.com

Subscription/Software Start Date: 07/01/2026 **End Date:** 06/30/2027

SOPPA Approved: Yes ■ or No ☐

Requester Name/Building: District Elementary Schools, EJHS, WJHS, and TMLC

Budget Code: Federal Funds

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: _____ **Date:** 05/12/2026

_____ _____

Superintendent or School Board President **Date**

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	4/22/2026
Quote No.	Q-242446
Acct. No.	12208672
Total	2,907.89
Pricing Expires	09/22/2026

Rock Island-Milan School District 41
2000 7th Ave
Rock Island IL 61201
United States

Eugene Field ES - IM Math gr 6

Payment Term	Contract Start	Contract End
Net 30	9/9/2026	11/17/2027

Site	Description	Comments	End Date	Qty	Per Unit	Amount
Rock Island-Milan School District 41						
	IM Mathematics Student Single User - Grade 6		11/17/2027	63	25.03	1,576.89
	IM Mathematics Student Units 1-3 - Grade 6 - B&W		11/17/2027	65	5.50	357.50
	IM Mathematics Student Units 4-6 - Grade 6 - B&W		11/17/2027	85	5.50	467.50
	IM Mathematics Student Units 7-9 - Grade 6 - B&W		11/17/2027	70	5.50	385.00
	Shipping and Handling (ILC)	Shipping and Handling fee covers all physical materials listed above for the duration of the term.	11/17/2027	1	121.00	121.00

Subtotal	2,907.89
Tax Total	0.00
Total	2,907.89

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Terms and Conditions of Company Services ("Terms and Conditions"). These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential and may not be shared with third parties without Imagine Learning's written consent.

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Rock Island-Milan School District 41

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Danielle Corey
Account Executive -
danielle.corey@imaginelearning.com
imaginethefutureoflearning.com

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	4/22/2026
Quote No.	Q-242441
Acct. No.	12208672
Total	22,466.42
Pricing Expires	09/22/2026

Rock Island-Milan School District 41
2000 7th Ave
Rock Island IL 61201
United States

Washington Junior High - IM Math 7-8

Payment Term	Contract Start	Contract End
Net 30	9/9/2026	11/17/2027

Site	Description	Comments	End Date	Qty	Per Unit	Amount
Rock Island-Milan School District 41						
	IM Mathematics Student Units 1-3 - Grade 7 - B&W		11/17/2027	316	5.50	1,738.00
	IM Mathematics Student Units 4-6 - Grade 7 - B&W		11/17/2027	333	5.50	1,831.50
	IM Mathematics Student Units 7-9 - Grade 7 - B&W		11/17/2027	309	5.50	1,699.50
	IM Mathematics Student Units 1-3 - Grade 8 - B&W		11/17/2027	268	5.50	1,474.00
	IM Mathematics Student Units 4-6 - Grade 8 - B&W		11/17/2027	262	5.50	1,441.00
	IM Mathematics Student Units 7-9 - Grade 8 - B&W		11/17/2027	161	5.50	885.50
	IM Mathematics Student Single User - Grade 8		11/17/2027	253	25.03	6,332.59
	IM Mathematics Student Single User - Grade 7		11/17/2027	246	25.03	6,157.38
	Shipping and Handling (ILC)	Shipping and Handling fee covers all physical materials listed above for the duration of the term.	11/17/2027	1	906.95	906.95

Subtotal	22,466.42
Tax Total	0.00
Total	22,466.42

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Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Rock Island-Milan School District 41		**Imagine Learning Representative**
Signature:	_____	Danielle Corey
Print Name:	_____	Account Executive -
Title:	_____	danielle.corey@imaginelearning.com
Date:	_____	imaginethefutureoflearning.com

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	4/22/2026
Quote No.	Q-242424
Acct. No.	12208672
Total	375.45
Pricing Expires	09/22/2026

Rock Island-Milan School District 41
2000 7th Ave
Rock Island IL 61201
United States

Thurgood Marshall Alternative - IM Math 6-8

Payment Term	Contract Start	Contract End
Net 30	9/9/2026	11/17/2027

Site	Description	End Date	Qty	Per Unit	Amount
Rock Island-Milan School District 41					
	IM Mathematics Student Single User - Grade 6	11/17/2027	5	25.03	125.15
	IM Mathematics Student Single User - Grade 7	11/17/2027	5	25.03	125.15
	IM Mathematics Student Single User - Grade 8	11/17/2027	5	25.03	125.15

Subtotal	375.45
Tax Total	0.00
Total	375.45

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

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Rock Island-Milan School District 41

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Danielle Corey
Account Executive -
danielle.corey@imaginelearning.com
imaginethefutureoflearning.com

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	4/22/2026
Quote No.	Q-242445
Acct. No.	12208672
Total	1,718.66
Pricing Expires	09/22/2026

Rock Island-Milan School District 41
2000 7th Ave
Rock Island IL 61201
United States

Thomas Jefferson ES - IM Math gr 6

Payment Term	Contract Start	Contract End
Net 30	9/9/2026	11/17/2027

Site	Description	Comments	End Date	Qty	Per Unit	Amount
Rock Island-Milan School District 41						
	IM Mathematics Student Units 1-3 - Grade 6 - B&W		11/17/2027	39	5.50	214.50
	IM Mathematics Student Units 4-6 - Grade 6 - B&W		11/17/2027	48	5.50	264.00
	IM Mathematics Student Units 7-9 - Grade 6 - B&W		11/17/2027	44	5.50	242.00
	IM Mathematics Student Single User - Grade 6		11/17/2027	37	25.03	926.11
	Shipping and Handling (ILC)	Shipping and Handling fee covers all physical materials listed above for the duration of the term.	11/17/2027	1	72.05	72.05

Subtotal	1,718.66
Tax Total	0.00
Total	1,718.66

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Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Rock Island-Milan School District 41

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Danielle Corey
Account Executive -
danielle.corey@imaginelearning.com
imaginethefutureoflearning.com

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	4/22/2026
Quote No.	Q-242443
Acct. No.	12208672
Total	1,369.42
Pricing Expires	09/22/2026

Rock Island-Milan School District 41
2000 7th Ave
Rock Island IL 61201
United States

Ridgewood ES - IM Math gr 6

Payment Term	Contract Start	Contract End
Net 30	9/9/2026	11/17/2027

Site	Description	Comments	End Date	Qty	Per Unit	Amount
Rock Island-Milan School District 41						
	IM Mathematics Student Units 1-3 - Grade 6 - B&W		11/17/2027	34	5.50	187.00
	IM Mathematics Student Single User - Grade 6		11/17/2027	39	25.03	976.17
	IM Mathematics Student Units 4-6 - Grade 6 - B&W		11/17/2027	31	5.50	170.50
	Shipping and Handling (ILC)	Shipping and Handling fee covers all physical materials listed above for the duration of the term.	11/17/2027	1	35.75	35.75

Subtotal	1,369.42
Tax Total	0.00
Total	1,369.42

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

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Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Rock Island-Milan School District 41

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Danielle Corey
Account Executive -
danielle.corey@imaginelearning.com
imaginethefutureoflearning.com

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	4/22/2026
Quote No.	Q-242426
Acct. No.	12208672
Total	2,966.49
Pricing Expires	09/22/2026

Rock Island-Milan School District 41
2000 7th Ave
Rock Island IL 61201
United States

Rock Island Ctr For Math and S - IM Math gr 6

Payment Term	Contract Start	Contract End
Net 30	9/9/2026	11/17/2027

Site	Description	Comments	End Date	Qty	Per Unit	Amount
Rock Island-Milan School District 41						
	IM Mathematics Student Units 1-3 - Grade 6 - B&W		11/17/2027	65	5.50	357.50
	IM Mathematics Student Units 4-6 - Grade 6 - B&W		11/17/2027	77	5.50	423.50
	IM Mathematics Student Units 7-9 - Grade 6 - B&W		11/17/2027	67	5.50	368.50
	IM Mathematics Student Single User - Grade 6		11/17/2027	68	25.03	1,702.04
	Shipping and Handling (ILC)	Shipping and Handling fee covers all physical materials listed above for the duration of the term.	11/17/2027	1	114.95	114.95

Subtotal	2,966.49
Tax Total	0.00
Total	2,966.49

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Terms and Conditions of Company Services ("Terms and Conditions"). These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential and may not be shared with third parties without Imagine Learning's written consent.

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Rock Island-Milan School District 41

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Danielle Corey
Account Executive -
danielle.corey@imaginelearning.com
imaginethefutureoflearning.com

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	4/22/2026
Quote No.	Q-242402
Acct. No.	12208672
Total	3,256.65
Pricing Expires	09/22/2026

Rock Island-Milan School District 41
2000 7th Ave
Rock Island IL 61201
United States

The Rock Island Academy - IM Math Gr 6

Payment Term	Contract Start	Contract End
Net 30	9/9/2026	11/17/2027

Site	Description	Comments	End Date	Qty	Per Unit	Amount
Rock Island-Milan School District 41						
	IM Mathematics Student Units 1-3 - Grade 6 - B&W		11/17/2027	78	5.50	429.00
	IM Mathematics Student Units 4-6 - Grade 6 - B&W		11/17/2027	75	5.50	412.50
	IM Mathematics Student Units 7-9 - Grade 6 - B&W		11/17/2027	75	5.50	412.50
	IM Mathematics Student Single User - Grade 6		11/17/2027	75	25.03	1,877.25
	Shipping and Handling (ILC)	Shipping and Handling fee covers all physical materials listed above for the duration of the term.	11/17/2027	1	125.40	125.40

Subtotal	3,256.65
Tax Total	0.00
Total	3,256.65

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

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Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Rock Island-Milan School District 41

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Danielle Corey
Account Executive -
danielle.corey@imaginelearning.com
imaginethefutureoflearning.com

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	5/1/2026
Quote No.	Q-242442
Acct. No.	12208672
Total	1,475.69
Pricing Expires	09/22/2026

Rock Island-Milan School District 41
2000 7th Ave
Rock Island IL 61201
United States

Longfellow ES - IM Math gr 6

Payment Term	Contract Start	Contract End
Net 30	9/9/2026	11/17/2027

Site	Description	Comments	End Date	Qty	Per Unit	Amount
Rock Island-Milan School District 41						
	IM Mathematics Student Units 1-3 - Grade 6 - B&W		11/17/2027	26	5.50	143.00
	IM Mathematics Student Units 4-6 - Grade 6 - B&W		11/17/2027	28	5.50	154.00
	IM Mathematics Student Units 7-9 - Grade 6 - B&W		11/17/2027	28	5.50	154.00
	IM Mathematics Student Single User - Grade 6		11/17/2027	30	25.03	750.90
	Imagine IM Teacher Guide Unit 1 - Grade 6 - CCSS		11/17/2027	1	23.10	23.10
	Imagine IM Teacher Guide Unit 2 - Grade 6 - CCSS		11/17/2027	1	23.10	23.10
	Imagine IM Teacher Guide Unit 3 - Grade 6 - CCSS		11/17/2027	1	23.10	23.10
	Imagine IM Teacher Guide Unit 4 - Grade 6 - CCSS		11/17/2027	1	23.10	23.10
	Imagine IM Teacher Guide Unit 5 - Grade 6 - CCSS		11/17/2027	1	23.10	23.10
	Imagine IM Teacher Guide Unit 6 - Grade 6 - CCSS		11/17/2027	1	23.10	23.10
	Imagine IM Teacher Guide Unit 7 - Grade 6 - CCSS		11/17/2027	1	23.10	23.10
	Imagine IM Teacher Guide Unit 8 - Grade 6 - CCSS		11/17/2027	1	23.10	23.10
	Imagine IM Teacher Guide Unit 9 - Grade 6 - CCSS		11/17/2027	1	23.10	23.10
	Shipping and Handling (ILC)	Shipping and Handling fee covers all physical materials listed above for the duration of the term.	11/17/2027	1	65.89	65.89

Subtotal	1,475.69
Tax Total	0.00
Total	1,475.69

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Rock Island-Milan School District 41		**Imagine Learning Representative**
Signature:	_____	Danielle Corey
Print Name:	_____	Account Executive -
Title:	_____	danielle.corey@imaginelearning.com
Date:	_____	imaginethefutureoflearning.com

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	4/22/2026
Quote No.	Q-242416
Acct. No.	12208672
Total	1,692.80
Pricing Expires	09/22/2026

Rock Island-Milan School District 41
2000 7th Ave
Rock Island IL 61201
United States

Frances Willard Elem Sch IM Math gr 6

Payment Term	Contract Start	Contract End
Net 30	9/9/2026	11/17/2027

Site	Description	Comments	End Date	Qty	Per Unit	Amount
Rock Island-Milan School District 41						
	IM Mathematics Student Units 1-3 - Grade 6 - B&W		11/17/2027	51	5.50	280.50
	IM Mathematics Student Units 4-6 - Grade 6 - B&W		11/17/2027	43	5.50	236.50
	IM Mathematics Student Units 7-9 - Grade 6 - B&W		11/17/2027	41	5.50	225.50
	IM Mathematics Student Single User - Grade 6		11/17/2027	35	25.03	876.05
	Shipping and Handling (ILC)	Shipping and Handling fee covers all physical materials listed above for the duration of the term.	11/17/2027	1	74.25	74.25

Subtotal	1,692.80
Tax Total	0.00
Total	1,692.80

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Rock Island-Milan School District 41

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Danielle Corey
Account Executive -
danielle.corey@imaginelearning.com
imaginethefutureoflearning.com

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	4/22/2026
Quote No.	Q-242420
Acct. No.	12208672
Total	12,898.70
Pricing Expires	09/22/2026

Rock Island-Milan School District 41
2000 7th Ave
Rock Island IL 61201
United States

Edison Junior High - 7-8 IM Math

Payment Term	Contract Start	Contract End
Net 30	9/9/2026	11/17/2027

Site	Description	Comments	End Date	Qty	Per Unit	Amount
Rock Island-Milan School District 41						
	IM Mathematics Student Single User - Grade 7		11/17/2027	175	25.03	4,380.25
	IM Mathematics Student Single User - Grade 8		11/17/2027	175	25.03	4,380.25
	IM Mathematics Student Units 1-3 - Grade 7 - B&W		11/17/2027	106	5.50	583.00
	IM Mathematics Student Units 4-6 - Grade 7 - B&W		11/17/2027	132	5.50	726.00
	IM Mathematics Student Units 7-9 - Grade 7 - B&W		11/17/2027	82	5.50	451.00
	IM Mathematics Student Units 1-3 - Grade 8 - B&W		11/17/2027	122	5.50	671.00
	IM Mathematics Student Units 4-6 - Grade 8 - B&W		11/17/2027	120	5.50	660.00
	IM Mathematics Student Units 7-9 - Grade 8 - B&W		11/17/2027	122	5.50	671.00
	Shipping and Handling (ILC)	Shipping and Handling fee covers all physical materials listed above for the duration of the term.	11/17/2027	1	376.20	376.20

Subtotal	12,898.70
Tax Total	0.00
Total	12,898.70

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Rock Island-Milan School District 41		**Imagine Learning Representative**
Signature:	_____	Danielle Corey
Print Name:	_____	Account Executive -
Title:	_____	danielle.corey@imaginelearning.com
Date:	_____	imaginethefutureoflearning.com

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	4/22/2026
Quote No.	Q-242405
Acct. No.	12208672
Total	2,599.10
Pricing Expires	09/22/2026

Rock Island-Milan School District 41
2000 7th Ave
Rock Island IL 61201
United States

Earl Hanson ES - IM Math gr 6-7

Payment Term	Contract Start	Contract End
Net 30	9/9/2026	11/17/2027

Site	Description	Comments	End Date	Qty	Per Unit	Amount
Rock Island-Milan School District 41						
	IM Mathematics Student Single User - Grade 6		11/17/2027	51	25.03	1,276.53
	IM Mathematics Student Single User - Grade 7		11/17/2027	19	25.03	475.57
	IM Mathematics Student Units 1-3 - Grade 6 - B&W		11/17/2027	8	5.50	44.00
	IM Mathematics Student Units 4-6 - Grade 6 - B&W		11/17/2027	44	5.50	242.00
	IM Mathematics Student Units 7-9 - Grade 6 - B&W		11/17/2027	40	5.50	220.00
	IM Mathematics Student Units 1-3 - Grade 7 - B&W		11/17/2027	20	5.50	110.00
	IM Mathematics Student Units 4-6 - Grade 7 - B&W		11/17/2027	17	5.50	93.50
	IM Mathematics Student Units 7-9 - Grade 7 - B&W		11/17/2027	11	5.50	60.50
	Shipping and Handling (ILC)	Shipping and Handling fee covers all physical materials listed above for the duration of the term.	11/17/2027	1	77.00	77.00

Subtotal	2,599.10
Tax Total	0.00
Total	2,599.10

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Rock Island-Milan School District 41		**Imagine Learning Representative**
Signature:	_____	Danielle Corey
Print Name:	_____	Account Executive -
Title:	_____	danielle.corey@imaginelearning.com
Date:	_____	imaginethefutureoflearning.com

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	4/22/2026
Quote No.	Q-242423
Acct. No.	12208672
Total	2,157.34
Pricing Expires	09/22/2026

Rock Island-Milan School District 41
2000 7th Ave
Rock Island IL 61201
United States

Denkmann ES - IM Math gr 6

Payment Term	Contract Start	Contract End
Net 30	9/9/2026	11/17/2027

Site	Description	Comments	End Date	Qty	Per Unit	Amount
Rock Island-Milan School District 41						
	IM Mathematics Student Single User - Grade 6		11/17/2027	48	25.03	1,201.44
	IM Mathematics Student Units 1-3 - Grade 6 - B&W		11/17/2027	52	5.50	286.00
	IM Mathematics Student Units 4-6 - Grade 6 - B&W		11/17/2027	54	5.50	297.00
	IM Mathematics Student Units 7-9 - Grade 6 - B&W		11/17/2027	52	5.50	286.00
	Shipping and Handling (ILC)	Shipping and Handling fee covers all physical materials listed above for the duration of the term.	11/17/2027	1	86.90	86.90

Subtotal	2,157.34
Tax Total	0.00
Total	2,157.34

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Rock Island-Milan School District 41

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Danielle Corey
Account Executive -
danielle.corey@imaginelearning.com
imaginethefutureoflearning.com

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	4/22/2026
Quote No.	Q-250568
Acct. No.	12208672
Total	3,900.00
Pricing Expires	10/19/2026

Rock Island-Milan School District 41
2000 7th Ave
Rock Island IL 61201
United States

Payment Term	Contract Start	Contract End
Net 30	5/1/2026	4/30/2027

Site	Description	End Date	Qty
Rock Island-Milan School District 41			
	PL - Core Onsite Day	04/30/2027	1

Subtotal	3,900.00
Tax Total	0.00
Total	3,900.00

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Rock Island-Milan School District 41

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Danielle Corey
Account Executive -
danielle.corey@imaginelearning.com
imaginethefutureoflearning.com

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	4/28/2026
Quote No.	Q-242363
Acct. No.	12208672
Total	2,500.00
Pricing Expires	09/22/2026

Rock Island-Milan School District 41
2000 7th Ave
Rock Island IL 61201
United States

1 year MyPath Math Renewal School year 2026/27

Payment Term	Contract Start	Contract End
Net 30	8/1/2026	7/31/2027

Site	Description	End Date	Qty	Per Unit	Amount
Rock Island-Milan School District 41					
	MyPath New Reading or Math Reusable License	07/31/2027	50	50.00	2,500.00

Subtotal	2,500.00
Tax Total	0.00
Total	2,500.00

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Rock Island-Milan School District 41

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Bob Furlin
Account Executive -
bob.furlin@imaginelearning.com
imaginethefutureoflearning.com

Thank you for your partnership. Please sign and return a copy of this quote with your purchase agreement.

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Scott Vance, Assistant Superintendent for Teaching and Learning
Date: May 12, 2026
Re: Contract Renewal: iJAG (Iowa Jobs for America's Graduates)

iJAG is a non-profit organization whose mission is to ensure scholars facing challenges towards graduation remain in school, attain employability skills, experience work-based learning opportunities, and academic support.

Students at RIHS have the opportunity to take iJAG courses in grades 9,10,11, and 12. iJAG is taken at the 9th grade level is the foundational course that provides a hands-on approach in exploring students' strengths and weaknesses in academics, time management, temperament, and communication. Future iJAG courses build on these skills culminating in iJAG IV where students are exposed to more job embedded skills including resume construction and job interview preparation.

The District commitment to the iJAG partnership include areas such as adhering to iJAG guidelines, house an iJAG Education Specialist, provide the iJAG program as a regularly scheduled class, include iJAG in the course catalog, support meetings between the administration and iJAG personnel, assist with measuring attendance, grades, and behavior referrals of enrolled students, provide or allow for professional development, provide transportation to students for work-based experiences and field trips, and provide feedback about the program.

Therefore it is recommended that the Board of Education approve the renewal contract with iJAG (Iowa Jobs for America's Graduates), 1111 9th Street Suite 268, Des Moines, Iowa, 50314 for $50,000.00.

Investment Period: August 2026 - June 2027
Total Investment: $50,000.00
Funding Source: District Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

WHEREAS, this Memorandum of Understanding, entered into between Iowa Jobs for America's Graduates, Inc. (herein after referred to as "iJAG") and the Rock Island - Milan School District #41 (herein after referred to as "the Partner") outlines the elements of a partnership to successfully implement and sustain the Jobs for America's Graduates (JAG) Program as operated and managed by iJAG.

WHEREAS, iJAG is a nonprofit organization dedicated to building meaningful partnerships across business, industry, and education to support participants on their path to success. With funding from corporate and foundation contributions, public sector grants, and school partnerships, iJAG works to create opportunities for participants who face various challenges to graduation and future planning. As a state affiliate of Jobs for America's Graduates (JAG) National Network, iJAG provides classroom and work-based learning experiences, academic support, and skill development to help participants stay engaged in school and prepare for their future. Beyond graduation, iJAG's on-site staff members offer personalized follow-up services for 12 months, ensuring participants have the guidance and resources needed to transition smoothly into a career or pursue further education. iJAG prepares participants to contribute to their communities, drive innovation in the workforce, and create meaningful change in their lives and beyond.

WHEREAS, the primary performance goals of the program depend upon the program model and are attached hereto in Exhibit 1.

WHEREAS, both parties mutually agree to indemnify and hold each other harmless from liabilities arising from their own actions or negligence during the course of this partnership.

WHEREAS the responsibilities of iJAG include:

1. Maintain an active, involved iJAG Board of Directors to provide oversight to the implementation, operation, and continuous improvement of programs in Iowa that satisfy the accreditation standards of the National JAG Program Model.
2. Using statewide and Partner performance outcomes, receive and maintain standard accreditation as a member of the JAG National Network.
    a. Every 3-4 years, JAG will conduct a site review and prepare an accreditation report for consideration by the Board of Directors, iJAG Leadership, the Partner, and iJAG on-site staff members.
3. Make available upon request its copyrighted model books and materials, operation guides, administrative manuals, electronic data management systems, etc.
4. Employ a full-time, jointly accepted individual with the requested BOEE certification and *Work-Based Learning Supervisor Authorization* to fulfill the responsibilities of the iJAG on-site staff member. This staff member will be on the Partner's premises for 10.5 months of the year, following the Partner's educational calendar.
5. As applicable, ensure participants engage in meaningful, Department of Education-recognized, work-based learning experiences that align with career pathways and future employment opportunities.
6. Develop and establish positive working relationships and connections within the school, local community and State for comprehensive academic improvement, career education guidance, career and technical education, resiliency building, post-secondary transition support, Workforce Development, and Economic Development as applicable.
7. iJAG Leadership will provide the following:

a. Support to iJAG on-site staff member
b. Technical assistance and training to the iJAG on-site staff member and other essential Partner staff on successfully implementing and operating a JAG-accredited program
c. Staff development for all iJAG on-site staff members to ensure understanding of JAG and the applicable program models, share best practices through planned local/state staff development activities, and provide annual, required staff training, in-person and virtually.
d. Conduct frequent quality assurance reviews on participants, services, outcomes, and consulting visits to offer encouragement, support, and feedback.
    i. iJAG Program Leadership will meet with the Partner administrator leading the iJAG partnership during these visits to ensure satisfaction and collaboration.

WHEREAS, the responsibilities of the Partner include:

1. Partners will adhere to an "onboarding checklist" to be compiled by the iJAG program team. The checklist will consist of but is not limited to the following:
    a. Issue an ID badge or keys allowing the iJAG on-site staff member access to appropriate buildings.
    b. Provide appropriate space for the iJAG on-site staff member, including classroom and/or office space (as applicable) that provides participants with privacy as necessary and contributes to in-kind services.
    c. Provide utilities, computer, copier, internet access, meeting space materials, supplies, etc., like other teachers and Partner staff.
    d. Provide access and training to iJAG on-site staff members on any database system deemed appropriate for the partnership and any other technology available to the iJAG on-site staff member within the building.
        i. iJAG on-site staff members will have access to all participant information, including but not limited to grades, demographics, credits, behaviors, schedules, free and reduced lunch status, IEP/504 Plans, parent/guardian contact information, etc., for all participants to assist with participant selection.
    e. Include iJAG on-site staff members in all safety training drills, Mandatory Reporter Training, and all other training and professional development required of all staff as appropriate.
    f. Assign iJAG on-site staff members a staff support within the assigned building.
    g. Collaborate with iJAG to complete and maintain all student paperwork and electronic documentation as required by iJAG and address any school-related media releases.
2. The Partner will provide ongoing coaching and feedback in collaboration with iJAG Leadership to the iJAG on-site staff member to support their professional growth.
    a. Ensure that all coaching and Human Resource-related discussions concerning the iJAG on-site staff member are conducted in coordination with iJAG prior to notifying the iJAG on-site staff member. This collaborative approach will support alignment with iJAG policies, best practices, and program expectations.
    b. Collaborate with iJAG on any decisions regarding changes to iJAG programming and communicate with iJAG to ensure a coordinated and supportive transition process.
3. Incorporate iJAG on-site staff members in electronic notifications of Partner updates and notices.
4. Partner Administration will ensure the following:
    a. iJAG is included in the participant Handbook/Course Catalog and ensures guidance staff assists with participant referral and selection.
    b. The iJAG on-site staff member and the Partner must agree on each participant before they are added to the roster.

c. Work with the iJAG on-site staff member to establish an Advisory Committee that assists in recruiting and selecting participants most in need of services and who meet JAG criteria to receive services and to provide ongoing support for participants and the iJAG program.
    i. The committee will include one representative from the Partner's administration, counseling staff, faculty, and the iJAG on-site staff member.
        a. *Note: The Partner may use an existing committee if it will also perform the additional functions of the Advisory Committee*.
    ii. Seniors can join iJAG only during the beginning of their senior year.
d. Infuse iJAG and their Career Association with other Partner programs and services where appropriate.
e. Support the iJAG on-site staff member's efforts to engage parents, employers, and the community.
f. Support the iJAG on-site staff member's efforts to perform mandatory on-site and off-site engagements with employers, job opportunities, and potential placements.
g. Work with iJAG Leadership to:
    i. Complete a program assessment twice yearly to assess the iJAG on-site staff member's performance.
    ii. Provide building supervision of the iJAG on-site staff members.
    iii. Conduct regular meetings with iJAG Leadership to evaluate the partnership and progress of the iJAG program.

5. The Partner will provide the following:
    a. Meetings with iJAG Leadership quarterly to review data and discuss the partnership
    b. Transportation for participants to attend statewide events, Career Association events, employer engagement opportunities, college visits, and community service opportunities as applicable.
        i. Including providing the necessary insurance coverage for participants to attend these opportunities as their participation is considered a Partner-sponsored event.
        ii. Allow other staff to serve as chaperones and activity judges at these events when possible and as applicable.
        iii. iJAG on-site staff members will present the event dates to the appropriate Partner personnel and obtain prior approval in the timeframes expected according to the Partner's internally required process.
        iv. The Partner will allow the iJAG on-site staff member access to smaller district vehicles when available for small group activities related to career association and WBL. <u>If access is not available, iJAG on-site staff members will have permission to transport participants in accordance with iJAG's Policies and Procedures.</u>
    c. The cost of substitute teachers for the first 10 program days per iJAG on-site staff member, that said iJAG on-site staff member cannot be present, as necessary and with prior approval
        i. Substitute days are based on the monetary cost to the Partner in half or full-day increments regardless of the amount of time the substitute covers services on behalf of the iJAG on-site staff member.
        ii. Substitute days include personal sick days, iJAG training, career engagements, and iJAG-sponsored statewide events.
        iii. iJAG covers any days after 10.
    d. A representative from the Partner (ideally the Principal, Vice Principal, or administrative personnel with similar responsibilities) to attend the annual Partnership meetings, coordinated by iJAG Leadership.

WHEREAS the responsibilities of the iJAG on-site staff member include:

1. iJAG on-site staff members' primary role is to deliver the applicable iJAG programming with fidelity.
2. iJAG on-site staff members may have one other Partner-related duty.
    a. 11th & 12th grade programs' additional duty should be closely aligned with work-based learning initiatives.
3. The iJAG on-site staff member will fulfill the following:
    a. Recruit and select qualified participants for the program who satisfy the criteria set out by iJAG/JAG.
        i. Participants must *need*, *want*, and *benefit* from the services.
    b. Establish an Advisory Committee with Partner Administration to recruit, screen, and select participants most needing services.
    c. As applicable, organize the participant-led Career Association.
        i. Each iJAG participant will join the Career Association for belonging, a sense of ownership, building self-esteem, and developing leadership and teamwork skills.
        ii. Each participant must complete at least fifteen (15) annual hours of community service, individually or within groups.
    d. As applicable, assist the Career Association in fundraising and community service in accordance with Partner and iJAG policies and procedures.
        i. Monies raised will need to be held and accounted for in either an iJAG account or in a Partner-issued iJAG account.
    e. As applicable, develop work-based learning and/or job shadow experiences in conjunction with Partner Administration.
        i. Collaborate with the Partner on already established work-based learning programs and employer engagement experiences.
        ii. Ensuring follow-up participants also receive the same work-based learning and employer engagement opportunities.
        iii. Ensure juniors and seniors have access and opportunities to participate in dual credit classes with the local community college, as applicable.
    f. Establish and maintain connections at the community and Partner levels.
4. iJAG on-site staff member will:
    a. Attend and participate in iJAG staff development experiences, mandatory staff meetings, and participant events as applicable.
    b. Work with iJAG Leadership to assist with special events or peer-based training as needed.
    c. Provide career guidance and participant support. Connect and refer participants to Partner or community-based services to overcome obstacles to transition year-over-year, graduation, post-secondary education, career pathway, and/or enlistment.
    d. Work with participants and other staff/faculty to provide remediation and/or tutoring required to improve their basic education skills, advance to the next grade level, and/or obtain a high school diploma, GED or high school equivalency.
        i. As applicable, provide necessary services to help participants overcome obstacles to staying in school, graduating, becoming employed, enlisting, and/or pursuing a postsecondary education, including follow-up with participants and/or teachers in classes that participants are not passing or falling behind.
    e. If applicable, iJAG on-site staff members running the iJAG program will contact participants, graduates, and non-graduates monthly and employers bimonthly during the 12-month follow-up period.

f. Provide personal and confidential information for screening per local and state laws governing those working directly with participants.
g. Communicate with parents/guardians and participants using the approved communication platform, ParentSquare, for all interactions. This safe, monitored platform promotes accountability, protects all parties involved, and fosters a professional environment for effective collaboration and engagement.
h. Collect and maintain signed parent/guardian consent for all off-campus activities involving participants, including instances where participants may be transported in a personal vehicle. Additionally, iJAG will secure media release permissions for participants to ensure compliance with privacy and usage guidelines.
i. Complete and maintain all paper and electronic documentation as required by iJAG.
    i. Submit properly completed written and electronic documentation as directed by iJAG Leadership.
    ii. Work with iJAG Leadership to complete all monitoring, evaluations, agreements, and documentation required by funding sources.
j. Participate in evaluations conducted by iJAG Leadership twice a year.
k. Provide reports throughout the year on various data points, such as but not limited to programming, GPA, attendance, obstacles, etc., to the Partner and iJAG Leadership.
l. Understand and adhere to the building's policy regarding leaving during contract hours.
    i. iJAG on-site staff members will seek prior approval from iJAG Program Leadership before leaving the building during contract hours.
    ii. iJAG on-site staff members will notify their building supervisor when leaving the building during contract hours.

PARTNERSHIP COMMITMENT

This Memorandum of Understanding begins July 1, 2026, and runs through June 30, 2027.

Both parties mutually agree that the iJAG program will operate within the principles, policies, procedures, and iJAG standards outlined in this document and agreed to by the Partner and iJAG.

It is mutually agreed that efforts will be made to continue the iJAG accredited program year after year based on funding availability, an adequate number of participants to make the program cost-effective, and mutual satisfaction with the program.

Should areas of non-compliance with the iJAG model arise, and all efforts to reach agreement have failed, either party reserves the right to terminate this contract with ninety (90) days written notice.

Any updates and adjustments to this contract will be provided in writing by iJAG through an addendum.

For cost to Partner for the 2026-27 program year, see invoice attached on Exhibit 2.

SIGNATURES ON NEXT PAGE:

Iowa Jobs for America's Graduates		Rock Island - Milan School District #41	
Signature		**Signature**	
Print Name	Wendy Mihm-Herold	**Print Name**	
Title	President/CEO	**Title**	
Date	4/01/26	**Date**	

EXHIBIT 2

INVOICE

Iowa Jobs for America's Graduates, Inc.
1111 9th St, Ste 268
Des Moines, IA 50314-2510

Accounting@iJAG.org
+1 (515) 216-3140
www.ijag.org

Bill to
Rock Island Community School District
Attn: Accounts Payable
2000 - 7th Avenue
Rock Island, IL 61201

Ship to
Rock Island Community School District
Attn: Accounts Payable
2000 - 7th Avenue
Rock Island, IL 61201

Invoice details
Invoice no.: 28630
Terms: Due on receipt
Invoice date: 07/01/2026
Due date: 07/01/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**2026-27 MOU's**	Rock Island (11-12)	1	$25,000.00	$25,000.00
2.		**2026-27 MOU's**	Rock Island (9-10)	1	$25,000.00	$25,000.00

Total **$50,000.00**

EXHIBIT 1

iJAG Career Exploration Program

iJAG Career Exploration-High School
2025-2026 SCED Code: 22151
Category: Career Exploration

What is the program?

Students deepen their understanding of and engagement with a variety of career paths, helping them take a more informed and intentional approach to planning for the future. Through project-based learning experiences, students explore interests, identify strengths, and begin creating individualized career pathway plans aligned to their goals.

Goal of the program

The goal of the iJAG Career Exploration program is to help students build self-awareness, expand career knowledge, and connect their interests and strengths to future education and employment opportunities. The program is designed to support career planning, decision-making, and readiness for postsecondary pathways.

How does the program work?

The program engages students in structured career exploration through project-based learning, career assessments, labor market awareness, and guided planning activities. Students explore a range of industries and occupations, learn about required education and training, and develop personalized plans that connect school experiences to future goals. The program may also include employer engagement, career speakers, workplace exposure, and skill-building experiences that help students better understand career possibilities.

Why this program matters

Career exploration helps students make stronger connections between school and their future. By giving students time and support to explore options, ask questions, and reflect on their goals, the program increases engagement, builds confidence, and helps students make more informed choices about high school coursework, postsecondary education, training, and careers.

Expected Outcomes

Students will:

- Identify personal interests, strengths, and career preferences
- Increase awareness of career pathways, industries, and workforce opportunities
- Develop an individualized career plan connected to future goals
- Strengthen decision-making, goal-setting, and planning skills
- Better understand the connection between education, training, and career success.

EXHIBIT 1

iJAG Work-Based Learning Program

iJAG Work Based Learning-High School
2025-2026 SCED Code: 22998
Category: Work-Based Learning

What is the program?

Students are supported in securing high-quality work-based learning opportunities such as internships, apprenticeships, and on-the-job training. These experiences provide students with first-hand opportunities to apply academic, technical, and professional skills in real-world settings. In addition, iJAG provides 12 months of follow-up services for seniors after high school graduation to help support their transition from education to employment and continued success.

Goal of the program

The goal of the iJAG Work-Based Learning program is to connect students to meaningful workplace experiences that strengthen career readiness, build employability skills, and support successful transitions into postsecondary education, training, or employment. The program is designed to help students gain practical experience, explore career interests, and develop the confidence and skills needed for long-term success.

How does the program work?

iJAG works with students, schools, and employer partners to identify and coordinate work-based learning opportunities that align with student interests, strengths, and career goals. Students receive guidance and support in preparing for these experiences through career planning, employability skill development, goal setting, and ongoing coaching. During and after placement, iJAG continues to provide support to help students navigate challenges, reflect on their learning, and make connections between their education and future career pathways. Seniors also receive follow-up support after graduation to encourage continued progress in work, training, or education.

Why this program matters

Work-based learning helps students connect classroom learning to real-life experiences in ways that are relevant, motivating, and future-focused. It gives students the opportunity to build skills, gain exposure to workplace expectations, and better understand career options before leaving high school. This program also helps students make smoother transitions into the next phase of life by providing continued support beyond graduation.

Expected Outcomes

Students will:

- Participate in meaningful work-based learning experiences connected to career interests
- Apply academic, technical, and professional skills in real-world settings
- Strengthen employability skills such as communication, teamwork, problem-solving, and responsibility
- Build confidence and readiness for employment, training, or postsecondary education
- Develop clear career goals and stronger connections between school and future plans
- Receive continued support during the transition from high school to employment, education, or training.

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Frank Mendoza, Director of Building Operations
Date: May 12, 2026
Re: Johnson Controls Contract for Service

This is a request for Board approval of a contract for services with Johnson Controls Fire Protection Holdings LLC, located at 11318 Aurora Ave, Urbandale, IA. The services provided include fire alarm repair services and programming for buildings throughout the District.

The District is required to maintain fully functional alarm systems to ensure the safety and security of students, staff, and facilities. This includes compliance with mandated testing schedules, continuous alarm monitoring, and timely repairs when issues are identified. Over the past year, unanticipated repair needs and expanded service requirements have resulted in costs rising. Increasing the contracts for service to not-to-exceed limit to $60,000 for Fiscal Year 2027 will allow the District to continue addressing these critical needs without service interruption, while maintaining compliance with safety regulations and operational standards.

To accommodate the full scope of services and address ongoing needs at multiple sites, it is recommended that the Board of Education approve a contract for service with Johnson Controls Fire Protection Holdings LLC, located at 11318 Aurora Ave, Urbandale, IA not to exceed $60,000 for FY 2026-2027.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: Not to exceed $60,000
Funding Source: Operations and Maintenance

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Johnson Controls Fire Protection Holdings **EMAIL:** bradley.berkley@jci.com

ADDRESS: 5757 N Green Bay Avenue, Milwaukee, WI 53209

DATES OF SERVICE TO BE COMPLETED: July 1, 2026-June 1, 2027

SCHOOL DISTRICT CONTACT: Director of Operations, Frank Mendoza

COMPENSATION: $ Not to exceed $60,000

DESCRIPTION OF DUTIES:

For fire and burglar alarm repair and programming services need throughout our district buildings.

Is this a Subscription/Software: Yes ☐ or No ■

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requester Name/Building: District

Budget Code: 2-5-xxx-000-2542-3237-0

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: _____ **Date:** _____

_____ _____

Superintendent or School Board President **Date**

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Troy Bevans, IT Director
Date: May 12th, 2026
Re: K-12 Tech Chromebook Repair Vendor

To support the reliability and longevity of student devices, the Rock Island–Milan School District utilizes specialized repair and lifecycle management services to maintain its Chromebook fleet and other instructional technology. K-12 Tech Repairs serves as a key partner in this effort and is an approved vendor through the Omnia Partners cooperative purchasing program.

Omnia Partners contracts are competitively solicited, evaluated, and awarded by a lead public agency. This process allows the District to access nationally negotiated pricing, consistent service, and efficient procurement timelines without the need for a separate local bidding process.

K-12 Tech Repairs, located at 451 S Washington St, Valparaiso, IN 46383, provides nationwide repair services for Chromebooks and other devices, including warranty and non-warranty repairs, accidental damage coverage, and device lifecycle support.

In addition to repair services, K-12 Tech Repairs offers lifecycle support options such as asset tracking, repair workflow management, and deployment services, improving operational efficiency and visibility for District staff.

To support ongoing student device availability within the District's 1:1 program, it is recommended that the Rock Island – Milan Board of Education authorize expenditures with K-12 Tech Repairs in an amount not to exceed $101,794.00 annually. Funding for these services will be supported through the technology department budget.

Investment Period: July 1st, 2026 through June 30th, 2027
Total Investment: $101,794.00
Funding Source: Technology Dept. Budget

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: K12-Tech **EMAIL:** egriffin@k12techrepairs.com

ADDRESS: 451 S Washington St, Valparaiso, IN 46383

DATES OF SERVICE TO BE COMPLETED: SY 26-27

SCHOOL DISTRICT CONTACT: Sam Reyes

COMPENSATION: $ $101,794

DESCRIPTION OF DUTIES:

1400 points for chromebook repairs that include includes all parts, labor, and pickup/delivery or shipping. All parts to come with a 1-year warranty.

1 point: Single-issue repairs/damages that do not involve the motherboard (ex: broken screen)
2 points: Repairs involving the motherboard or devices requiring multiple parts (up to 4 parts per device)

Is this a Subscription/Software: Yes ☐ or No ☒

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requester Name/Building: District

Budget Code: 1-5-080-016-2660-3160-0

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: Troy D. Bevans Digitally signed by Troy D. Bevans Date: 2026.05.05 09:20:18 -05'00' **Date:** 05/05/2026

_____ _____

Superintendent or School Board President **Date**

Customer Name	Rock Island SD District 41			K-12 Rep	Erica Griffin	
Customer Address	Illinois				egriffin@k12techrepairs.com	
Customer Contact Info	Sam Reyes				541-760-4979	
Product / Service Name	Product Service Description			Quantity	Price Per	Total
Incident/Batch Repair	Break/Fix 1077 Incidents based on Tier 1 & Tier 2 Points			1400 points	$72.71	$101,794.00
ADP Option:						
K-12EXWADP+-CB1-NC-3Y	3 Year - EXTW ADP + Battery Chromebook Tier 1 Device			TBD	$63.00	
K-12EXWADP+-CB1-NC-4Y	4 Year - EXTW ADP + Battery Chromebook Tier 1 Device			TBD	$84.00	
K-12EXWADP-CB1-NC-1Y	1 Year - EXTW ADP USED Device - Chromebook			TBD	$21.00	
K-12EXWADP-CB1-NC-2Y	2 Year - EXTW ADP USED Device - Chromebook			TBD	$42.00	
					Total	$101,794.00
Terms and Conditions						
Devices: See Devices Tab						
Quantity:						
Deployment Date: TBD						

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Model	Part #
Lenovo 100e Chromebook 2nd Gen (Intel)	81MA000TUS
Lenovo 100e Chromebook 2nd Gen MTK	81QB0000US
Lenovo 100e Chromebook 3rd Gen (Intel)	82UY0000US
Lenovo 100e Chromebook 4th Gen	82W00001US
HP Chromebook 11A G8 EE	9EE-11AG8
ASUS Chromebook C204MA	C204MA-YZ01GR
Lenovo 100e Chromebook 5th Gen	83T7S0A700

Processor	RAM / Storage	Qty
Intel Celeron N4020	4GB / 32GB eMMC	5657
MediaTek MT8173C	4GB / 16GB eMMC	529
Intel Celeron N4500	4GB / 32GB eMMC	530
MediaTek Kompanio 520	4GB / 32GB eMMC	3300
AMD A4-9120C	4GB / 32GB eMMC	1005
Intel Celeron N4020	4GB / 32GB eMMC	80
MediaTek Kompanio 540	4GB / 64GB UFS	1500
		12,601

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Scott Vance, Assistant Superintendent for Teaching and Learning
Date: May 12, 2026
Re: Lexia Annual Curriculum Renewal

The Teaching and Learning department annually purchases materials, digital licenses, and instructional professional development in support of the approved Rock Island-Milan School District curriculum.

The digital components are the online teacher and/or student access to the curriculum as well as intervention materials for math, reading, and science.

Lexia (Reading Grades 3-5): $47,250.00
Lexia English Student Subscription (ML): $18,375.00
Jordan Catholic: $1,610.00

RIMSD 41 utilizes the Lexia Learning Systems as a supplemental online reading resource for students in grades 3-5.

It is recommended that the Board of Education approve the purchase of curriculum materials digital licenses, professional learning sessions, and proportionate share materials at a total cost of $67,235.00 from Lexia Learning System, LLC. 300 Baker Avenue, Suite 202, Concord, MA 01742.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: $67,235.00
Funding Source: Federal Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Lexia Learning Systems, LLC. **EMAIL:** kathleen.tirakian@lexialearning.com

ADDRESS: 17855 Dallas Parkway, Suite 400 Dallas, TX, 75287

DATES OF SERVICE TO BE COMPLETED: 2026-2027

SCHOOL DISTRICT CONTACT: Stacey Golz

642

COMPENSATION: $ 67,235.00

DESCRIPTION OF DUTIES:

Lexia (Reading Grades 3-5): $47,250.00
Lexia English Student Subscription (ML): $18,375.00
Jordan Catholic: $1,610.00

Is this a Subscription/Software: Yes ■ or No ☐

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: Lexia **Website:** www.lexialearning.com

Subscription/Software Start Date: 07/01/2026 **End Date:** 06/30/2026

SOPPA Approved: Yes ■ or No ☐

Requester Name/Building: RIMSD Elementary Schools

Budget Code: Federal Funds

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: _____ **Date:** 5/12/2026

_____ _____

Superintendent or School Board President **Date**

QUOTE

Lexia™

Lexia Learning Systems LLC
17855 Dallas Parkway, Suite 400
Dallas, TX 75287 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-729886-2
Created Date: 4/8/2026

Prepared By: Kathleen Tirakian
Email: kathleen.tirakian@lexialearning.com 643

Quote To:
Rock Island-Milan Sch Dist 41
Attn: Accounts Payable
2101 6th Ave
Rock Island, IL 61201 US

Bill To:
Dorian Maag
Rock Island-Milan Sch Dist 41
Attn: Accounts Payable
2000 7th Ave
Rock Island, IL 61201 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
7/1/2026	6/30/2027	1,350	Lexia Core5 Reading/PowerUp Literacy Student Subscription Renewal	$35.00	$47,250.00

Total Price $47,250.00
Est. Tax $0.00
Total Due $47,250.00

If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.

Email Purchase Orders with quote number Q-729886-2 to the following:
Attn: Kathleen Tirakian
Email: kathleen.tirakian@lexialearning.com

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS
**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM
This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

QUOTE

Lexia Learning Systems LLC
17855 Dallas Parkway, Suite 400
Dallas, TX 75287 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-702389-1
Created Date: 2/9/2026

Prepared By: Kathleen Tirakian
Email: kathleen.tirakian@lexialearning.com 644

Quote To:
Scott Vance
Rock Island-Milan Sch Dist 41
Attn: Accounts Payable
2101 6th Ave
Rock Island, IL 61201 US

Bill To:
Rock Island-Milan Sch Dist 41
Attn: Accounts Payable
2000 7th Ave
Rock Island, IL 61201 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
7/1/2026	6/30/2027	175	Lexia English Student Subscription Renewal	$105.00	$18,375.00

Total Price $18,375.00
Est. Tax $0.00
Total Due $18,375.00

If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.

Email Purchase Orders with quote number Q-702389-1 to the following:
Attn: Kathleen Tirakian
Email: kathleen.tirakian@lexialearning.com

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS
**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM
This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS
To submit an order, please send by email to your sales representative's email address listed above or to lexia_orders@lexialearning.com. To pay with credit card, please send your contact information and quote number to lexia_orders@lexialearning.com

QUOTE

Lexia™

Lexia Learning Systems LLC
17855 Dallas Parkway, Suite 400
Dallas, TX 75287 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-714549-1
Created Date: 4/28/2026

Prepared By: Kathleen Tirakian
Email: kathleen.tirakian@lexialearning.com

645

Quote To:
Amy Mosley
Jordan Catholic School
2901 24th St
Rock Island, IL 61201 US

Bill To:
Amy Mosley
Jordan Catholic School
2901 24th St
Rock Island, IL 61201 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2026	8/31/2027	35	Lexia Core5 Reading/PowerUp Literacy Student Subscription Renewal	$46.00	$1,610.00

Total Price $1,610.00
Est. Tax $0.00
Total Due $1,610.00

If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.

Email Purchase Orders with quote number Q-714549-1 to the following:
Attn: Kathleen Tirakian
Email: kathleen.tirakian@lexialearning.com

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS
**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM
This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS
To submit an order, please send by email to your sales representative's email address listed above or to lexia_orders@lexialearning.com. To pay with credit card, please send your contact information and quote number to lexia_orders@lexialearning.com

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Alicia Sanders, Director of Student Services
Date: May 12, 2026
Re: Approval of Contract with Logan River Academy for Residential Educational Services

There are occasions when students with significant behavioral, emotional, or mental health needs require a highly structured residential treatment program combined with educational services to support their individualized learning and therapeutic goals. Logan River Academy is a licensed residential treatment center that provides integrated therapeutic services alongside accredited academic instruction for students with intensive needs.

Tuition, residential care, and related services will be billed per student in accordance with placement terms, not to exceed $250,000 annually, with funding provided through a combination of district special education funds and applicable state reimbursements. Logan River Academy is an ISBE (Illinois State Board of Education) approved residential setting. Below is a breakdown of the annual cost the district has been billed for students' services over the past four years.

Placement/Service	FY2026 ESTIMATE	FY2026 as of April 2026	FY2025	FY2024	FY2023
Logan River Academy	$250,000	$177,071.84	$88,454.41	$0	$0

It is recommended that the Board of Education approve the contract with Logan River Academy, 1683 S State Highway 89/91, Logan, UT 84321, for the 2026-2027 school year.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: not to exceed $250,000
Funding Source: District Special Education Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Logan River Academy **EMAIL:** _____

ADDRESS: 1683 South Hwy 89/91, Logan, UT 84321

DATES OF SERVICE TO BE COMPLETED: SY 26-27

SCHOOL DISTRICT CONTACT: Alicia Sanders

COMPENSATION: $ NOT TO EXCEED $250,000

DESCRIPTION OF DUTIES:

This contract will allow the placement of qualifying students whose Individual Education Program (IEPs) or out of district placement plans require a residential therapeutic environment. Services provided include: individual academic instruction, behavioral and therapeutic interventions, and family support and case management in coordination with district personnel.

Is this a Subscription/Software: Yes ☐ or No ☐

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requesting School: District

Budget Code: 1-5-080-008-1200-3192-0

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: _____ **Date:** _____

Initials of Dept ELT: _____

_____ _____

Superintendent or School Board President **Date**

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Alicia Sanders, Director of Student Services
Date: May 12, 2026
Re: McGrawHill Curriculum Materials and Digital Licenses

The Student Services department has been working to replace existing materials and provide digital licenses in support of the approved Rock Island-Milan School District curriculum.

The digital components are the online teacher and/or student access to the curriculum as well as intervention materials for reading.

Reading Mastery Transformations:

- Teacher Materials: $1,504.23
- Student Materials K-5: $150, 718

Reading Mastery Transformations provides direct reading instruction. Literacy outcomes increase through the use of explicit, systematic instruction. Reading Mastery Transformations is the only true Direct Instruction based curriculum built to support both core instruction and targeted interventions. The Science of Reading approach equips teachers to meet the unique needs of each learner.

ALEKS Renewal (Non-Public Proportionate Share Services)

- 50 ten-month student subscriptions
- 4 ten-month teacher subscriptions
- Jordan Catholic School: $2,346.00

The ALEKS renewal provides adaptive, individualized math instruction for eligible students attending non-public schools. This supports the district's obligation to provide equitable services through proportionate share under federal guidelines.

It is recommended that the Board of Education approve the purchase of curriculum materials and digital licenses at a total cost not to exceed $200,000 from McGraw Hill LLC, PO Box 182605 Columbus, Ohio 43218.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: Not to exceed $200,000
Funding Source: IDEA and Title I Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: McGraw Hill, LLC **EMAIL:** sarah.kwak@mheducation.com

ADDRESS: PO Box 182605, Columbus, OH 43218-2605

DATES OF SERVICE TO BE COMPLETED: SY 26-27

SCHOOL DISTRICT CONTACT: Alicia Sanders / Ramona Dixon

COMPENSATION: $ NOT TO EXCEED $200,000

DESCRIPTION OF DUTIES:

- Reading Mastery Transformations Teacher Materials / Reading Mastery Transformations Student Materials, Grades K-5 Transform literacy outcomes in your elementary classroom through the power of explicit, systematic instruction. Reading Mastery Transformations® is the only true Direct Instruction–based ELA curriculum built to support both core instruction (Tier 1) and targeted interventions (Tiers 2 and 3). Our Science of Literacy–proven approach equips you to meet the unique needs of each learner—all in one solution.

- ALEKS Renewal: 50 ten month student subscriptions 4 ten month teacher subscriptions for Jordan Catholic School @ $2346

Is this a Subscription/Software: Yes ■ or No ☐

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: **Website:** https://www.mheducation.com/

Subscription/Software Start Date: 7/1/26 **End Date:** 6/30/27

SOPPA Approved: Yes ■ or No ☐

Requesting School: District

Budget Code: 1-5-080-046-2210-3140-0 (IDEA) & Title I

Signature of Vendor: N/A **Date:**

Signature of Budget Administrator: **Date:**

Initials of Dept ELT: _____

_____ _____

Superintendent or School Board President **Date**

Because learning changes everything.®

ORDER FORM FOR:

Jordan Catholic School
2901 24TH ST
ROCK ISLAND, IL 61201-5375
ACCOUNT NUMBER: 213075

SUBSCRIPTION/DIGITAL CONTACT:

Kelly McLaughlin
kmclaughlin@jordanschool.com
(309) 793-7350

CONTACT:

Kelly McLaughlin
kmclaughlin@jordanschool.com
(309) 793-7350

SALES REP INFORMATION:

MCGRAW HILL CSM
mhcustomersuccess@mheducation.com

Section Summary	Product Subtotal
MCGRAW HILL DIGITAL SOLUTIONS	**$0.00**
ALEKS Renewal 10mos: 08/18/2026 - 06/19/2027	**$2,346.00**
PRODUCT TOTAL*	**$2,346.00**
ESTIMATED S&H**	$0.00
ESTIMATED TAX**	$0.00
GRAND TOTAL*	**$2,346.00**

* Prices are valid through September 30th. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

BILL TO: Rock Island Milan School District
2101 6th Ave.
Rock Island, IL 61201

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC |
Email: order@mheducation.com | Phone: | Fax:

QUOTE DATE: 02/12/2026 ACCOUNT NAME: Jordan Catholic School EXPIRATION DATE:09/30/2026
QUOTE NUMBER: DHILT-02122026032654-001-DAG ACCOUNT #: 213075 PAGE #: 1

Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Line Subtotal
MCGRAW HILL DIGITAL SOLUTIONS				
			MCGRAW HILL DIGITAL SOLUTIONS Subtotal:	**$0.00**
ALEKS Renewal 10mos: 08/18/2026 - 06/19/2027				
ALEKS SEC STANDALONE MY.MHEDUCATION.COM 10 MONTH STUDENT SUBSCRIPTION	978-1-26-440945-7	50	$46.92	$2,346.00
ALEKS SEC STANDALONE VIA MY.MHEDUCATION.COM 10 MONTH TEACHER SUBSCRIPTION	978-1-26-441808-4	4	*Included	*Included
			ALEKS Renewal 10mos: 08/18/2026 - 06/19/2027 Subtotal:	**$2,346.00**

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC |
Email: order@mheducation.com | Phone: | Fax:

QUOTE DATE: 02/12/2026 ACCOUNT NAME: Jordan Catholic School EXPIRATION DATE:09/30/2026
QUOTE NUMBER: DHILT-02122026032654-001-DAG ACCOUNT #: 213075 PAGE #: 2

Because learning changes everything.®

ORDER FORM FOR:

Jordan Catholic School
2901 24TH ST
ROCK ISLAND, IL 61201-5375
ACCOUNT NUMBER: 213075

CONTACT:

Kelly McLaughlin
kmclaughlin@jordanschool.com
(309) 793-7350

PRODUCT TOTAL*	**$2,346.00**
ESTIMATED SHIPPING & HANDLING**	$0.00
ESTIMATED TAX**	$0.00
GRAND TOTAL	**$2,346.00**

SUBSCRIPTION/DIGITAL CONTACT:

Kelly McLaughlin
kmclaughlin@jordanschool.com
(309) 793-7350

Comments:

ALEKS Renewal 26-27
50 ten month student subscriptions
4 ten month teacher subscriptions included FWO
08/18/2026 - 06/19/2027

* Prices are valid through September 30th. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print) _____ Signature of School Official _____

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC |
Email: order@mheducation.com | Phone: | Fax:

QUOTE DATE: 02/12/2026 ACCOUNT NAME: Jordan Catholic School EXPIRATION DATE:09/30/2026
QUOTE NUMBER: DHILT-02122026032654-001-DAG ACCOUNT #: 213075 PAGE #: 3

Because learning changes everything.®

QUOTE PREPARED FOR:

Rock Island Bd of Educ
2000 7TH AVE
ROCK ISLAND, IL 61201
ACCOUNT NUMBER: 213109

SUBSCRIPTION/DIGITAL CONTACT:

Jennifer Fuhr
jennifer.fuhr@rimsd41.org
3097935900

CONTACT:

Jennifer Fuhr
jennifer.fuhr@rimsd41.org
3097935900

SALES REP INFORMATION:

Sarah Kwak
sarah.kwak@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Reading Mastery Transformations Teacher Materials	$1,504.23	$0.00	$1,504.23
Reading Mastery Transformations Grade K	$40,327.20	$0.00	$40,327.20
Reading Mastery Transformations Grade 1	$34,040.25	$0.00	$34,040.25
Reading Mastery Transformations Grade 2	$34,515.45	$0.00	$34,515.45
Reading Mastery Transformations Grade 3	$24,199.20	$0.00	$24,199.20
Reading Mastery Transformations Grade 4	$9,169.02	$0.00	$9,169.02
Reading Mastery Transformations Grade 5	$8,468.40	$0.00	$8,468.40
PRODUCT TOTAL*	$152,223.75	$0.00	$152,223.75
ESTIMATED S&H**			$8,375.16
ESTIMATED TAX**			$0.00
GRAND TOTAL*			$160,598.91

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/23/2026 ACCOUNT NAME: Rock Island Bd of Educ EXPIRATION DATE:07/21/2026
QUOTE NUMBER: SKWAK-03232026010415-001 ACCOUNT #: 213109 PAGE #: 1

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Reading Mastery Transformations Teacher Materials					
READING MASTERY TRANSFORMATIONS 2027 GRADES K-5 READING TEACHER SUBSCRIPTION 1YR	978-1-26-526304-1	34	$21.00	$0.00	$714.00
READING MASTERY TRANSFORMATIONS 2027 GRADES K-5 READING STUDENT SUBSCRIPTION 1YR	978-1-26-694016-3	371	$2.13	$0.00	$790.23
Reading Mastery Transformations Teacher Materials Subtotal:				**$0.00**	**$1,504.23**
Reading Mastery Transformations Grade K					
READING MASTERY TRANSFORMATIONS GRADE K READING ONLY TEACHER MATERIALS PACKAGE	978-1-26-695636-2	15	$831.60	$0.00	$12,474.00
READING MASTERY TRANSFORMATIONS READING TEXTBOOK A GRADE K	978-0-07-905360-2	120	$59.70	$0.00	$7,164.00
READING MASTERY TRANSFORMATIONS READING TEXTBOOK B GRADE K	978-0-07-905401-2	120	$59.70	$0.00	$7,164.00
READING MASTERY TRANSFORMATIONS READING TEXTBOOK C GRADE K	978-0-07-905402-9	120	$59.70	$0.00	$7,164.00
READING MASTERY TRANSFORMATIONS READING WORKBOOK A GRADE K	978-0-07-905548-4	120	$17.67	$0.00	$2,120.40
READING MASTERY TRANSFORMATIONS READING WORKBOOK B GRADE K	978-0-07-905549-1	120	$17.67	$0.00	$2,120.40
READING MASTERY TRANSFORMATIONS READING WORKBOOK C GRADE K	978-0-07-905551-4	120	$17.67	$0.00	$2,120.40
Reading Mastery Transformations Grade K Subtotal:				**$0.00**	**$40,327.20**
Reading Mastery Transformations Grade 1					
READING MASTERY TRANSFORMATIONS GRADE 1 READING ONLY TEACHER MATERIALS PACKAGE	978-1-26-638187-4	20	$831.60	$0.00	$16,632.00
READING MASTERY TRANSFORMATIONS READING TEXTBOOK A GRADE 1	978-0-07-905405-0	75	$59.70	$0.00	$4,477.50
READING MASTERY TRANSFORMATIONS READING TEXTBOOK B GRADE 1	978-0-07-905404-3	75	$59.70	$0.00	$4,477.50
READING MASTERY TRANSFORMATIONS READING TEXTBOOK C GRADE 1	978-0-07-905408-1	75	$59.70	$0.00	$4,477.50
READING MASTERY TRANFORMATIONS READING WORKBOOK A GRADE 1	978-0-07-905556-9	75	$17.67	$0.00	$1,325.25
READING MASTERY TRANSFORMATIONS READING WORKBOOK B GRADE 1	978-0-07-905557-6	75	$17.67	$0.00	$1,325.25
READING MASTERY TRANSFORMATIONS READING WORKBOOK C GRADE 1	978-0-07-905560-6	75	$17.67	$0.00	$1,325.25
Reading Mastery Transformations Grade 1 Subtotal:				**$0.00**	**$34,040.25**
Reading Mastery Transformations Grade 2					

READING MASTERY TRANSFORMATIONS GRADE 2 READING ONLY TEACHER MATERIALS PACKAGE	978-1-26-505721-3	15	$665.28	$0.00	$9,979.20
READING MASTERY TRANSFORMATIONS READING TEXTBOOK A GRADE 2	978-0-07-905409-8	75	$59.70	$0.00	$4,477.50
READING MASTERY TRANSFORMATIONS READING TEXTBOOK B GRADE 2	978-0-07-905410-4	75	$59.70	$0.00	$4,477.50
READING MASTERY TRANSFORMATIONS READING TEXTBOOK C GRADE 2	978-0-07-905413-5	75	$59.70	$0.00	$4,477.50
READING MASTERY TRANSFORMATIONS READING TEXTBOOK D GRADE 2	978-0-07-905414-2	75	$59.70	$0.00	$4,477.50
READING MASTERY TRANSFORMATIONS READING WORKBOOK A GRADE 2	978-0-07-905565-1	75	$17.67	$0.00	$1,325.25
READING MASTERY TRANSFORMATIONS READING WORKBOOK B GRADE 2	978-0-07-905425-8	75	$17.67	$0.00	$1,325.25
READING MASTERY TRANSFORMATIONS READING WORKBOOK C GRADE 2	978-0-07-905361-9	75	$17.67	$0.00	$1,325.25
READING MASTERY TRANSFORMATIONS READING WORKBOOK D GRADE 2	978-0-07-905364-0	75	$17.67	$0.00	$1,325.25
READING MASTERY TRANSFORMATIONS SPELLING WORKBOOK GRADE 2	978-0-07-905366-4	75	$17.67	$0.00	$1,325.25
	Reading Mastery Transformations Grade 2 Subtotal:			**$0.00**	**$34,515.45**
Reading Mastery Transformations Grade 3					
READING MASTERY TRANSFORMATIONS GRADE 3 READING ONLY TEACHER MATERIALS PACKAGE	978-1-26-481094-9	10	$665.28	$0.00	$6,652.80
READING MASTERY TRANSFORMATIONS READING TEXTBOOK A GRADE 3	978-0-07-905418-0	60	$73.92	$0.00	$4,435.20
READING MASTERY TRANSFORMATIONS READING TEXTBOOK B GRADE 3	978-0-07-905419-7	60	$73.92	$0.00	$4,435.20
READING MASTERY TRANSFORMATIONS READING TEXTBOOK C GRADE 3	978-0-07-905420-3	60	$73.92	$0.00	$4,435.20
READING MASTERY TRANSFORMATIONS READING WORKBOOK A GRADE 3	978-0-07-905368-8	60	$17.67	$0.00	$1,060.20
READING MASTERY TRANSFORMATIONS READING WORKBOOK B GRADE 3	978-0-07-905369-5	60	$17.67	$0.00	$1,060.20
READING MASTERY TRANSFORMATIONS READING WORKBOOK C GRADE 3	978-0-07-905372-5	60	$17.67	$0.00	$1,060.20
READING MASTERY TRANSFORMATIONS SPELLING WORKBOOK GRADE 3	978-0-07-905374-9	60	$17.67	$0.00	$1,060.20
	Reading Mastery Transformations Grade 3 Subtotal:			**$0.00**	**$24,199.20**
Reading Mastery Transformations Grade 4					

READING MASTERY TRANSFORMATIONS GRADE 4 READING ONLY TEACHER MATERIALS PACKAGE	978-1-26-640283-8	8	$665.28	$0.00	$5,322.24
READING MASTERY TRANSFORMATIONS READING TEXTBOOK B GRADE 4	978-0-07-905424-1	21	$73.92	$0.00	$1,552.32
READING MASTERY TRANSFORMATIONS READING TEXTBOOK C GRADE 4	978-0-07-905426-5	21	$73.92	$0.00	$1,552.32
READING MASTERY TRANSFORMATIONS READING WORKBOOK GRADE 4	978-0-07-905377-0	21	$17.67	$0.00	$371.07
READING MASTERY TRANSFORMATIONS SPELLING WORKBOOK GRADE 4	978-0-07-905379-4	21	$17.67	$0.00	$371.07
	Reading Mastery Transformations Grade 4 Subtotal:			**$0.00**	**$9,169.02**
Reading Mastery Transformations Grade 5					
READING MASTERY TRANSFORMATIONS GRADE 5 READING ONLY TEACHER MATERIALS PACKAGE	978-1-26-660297-9	5	$665.28	$0.00	$3,326.40
READING MASTERY TRANSFORMATIONS READING TEXTBOOK A GRADE 5	978-0-07-905542-2	20	$73.92	$0.00	$1,478.40
READING MASTERY TRANSFORMATIONS READING TEXTBOOK B GRADE 5	978-0-07-905543-9	20	$73.92	$0.00	$1,478.40
READING MASTERY TRANSFORMATIONS READING TEXTBOOK C GRADE 5	978-0-07-905544-6	20	$73.92	$0.00	$1,478.40
READING MASTERY TRANSFORMATIONS READING WORKBOOK GRADE 5	978-0-07-905382-4	20	$17.67	$0.00	$353.40
READING MASTERY TRANSFORMATIONS SPELLING WORKBOOK GRADE 5	978-0-07-905384-8	20	$17.67	$0.00	$353.40
	Reading Mastery Transformations Grade 5 Subtotal:			**$0.00**	**$8,468.40**

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/23/2026 ACCOUNT NAME: Rock Island Bd of Educ EXPIRATION DATE:07/21/2026
QUOTE NUMBER: SKWAK-03232026010415-001 ACCOUNT #: 213109 PAGE #: 4

Because learning changes everything.®

QUOTE PREPARED FOR:

Rock Island Bd of Educ
2000 7TH AVE
ROCK ISLAND, IL 61201
ACCOUNT NUMBER: 213109

CONTACT:

Jennifer Fuhr
jennifer.fuhr@rimsd41.org
3097935900

SUBSCRIPTION/DIGITAL CONTACT:

Jennifer Fuhr
jennifer.fuhr@rimsd41.org
3097935900

VALUE OF ALL MATERIALS	$152,223.75
FREE MATERIALS	$0.00
PRODUCT TOTAL*	**$152,223.75**
ESTIMATED SHIPPING & HANDLING**	$8,375.16
ESTIMATED TAX**	$0.00
GRAND TOTAL	**$160,598.91**

Comments:

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

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Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print) _____ Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/23/2026 ACCOUNT NAME: Rock Island Bd of Educ EXPIRATION DATE:07/21/2026
QUOTE NUMBER: SKWAK-03232026010415-001 ACCOUNT #: 213109 PAGE #: 5

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Frank Mendoza, Director of Building Operations
Date: May 12, 2026
Re: Midwest Alarm Services Contract

This is a request for Board approval of a contract for services with Midwest Alarm Services that includes alarm monitoring, required system testing, and additional repair services necessary throughout the District.

Maintaining fully operational alarm systems is essential to ensuring the safety and security of scholars, staff, and facilities. The District is obligated to comply with mandated testing schedules, provide continuous monitoring, and complete timely repairs when deficiencies are identified. These services are critical to upholding both regulatory requirements and internal safety standards.

Given the ongoing and critical nature of this work across multiple sites, and to ensure the District can respond promptly to maintenance needs throughout the year, it is recommended that the Board of Education approve a contract for services with Midwest Alarm Services for Fiscal Year 2027, in an amount not to exceed $75,000.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: Not to exceed $75,000
Funding Source: District Funds/Operations and Maintenance

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Midwest Alarm Services **EMAIL:** Louis.Redmond@mw-as.com

ADDRESS: 1910 E Kimberly Rd, Davenport, IA 52807

DATES OF SERVICE TO BE COMPLETED: July 1, 2026-June 1, 2027

SCHOOL DISTRICT CONTACT: Director of Operations, Frank Mendoza

COMPENSATION: $ Not to exceed $75,000

DESCRIPTION OF DUTIES:

For alarm monitoring, required testing and any additional repair services needed for all district buildings.

Is this a Subscription/Software: Yes ☐ or No ☒

If NO, go to next section. If YES, complete below, then go to next section (no vendor signature)

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requester Name/Building: District

Budget Code: 2-5-xxx-000-2542-3237-0

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: _____ **Date:** _____

_____ _____

Superintendent or School Board President **Date**

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Scott Vance, Assistant Superintendent for Teaching and Learning
Date: May 12, 2026
Re: Newsela Software Licence Renewal

Newsela has served as the basis for the District's K-8 Social Studies Curriculum and as a supplemental learning resource for teachers in grades 9-12 since the 2021-2022 school year. Newsela takes authentic, real world content from trusted sources and makes it instruction ready across multiple subject areas. Texts are published at several different reading levels, making content both challenging to and supportive of every learner.

Newsela currently aligns with much of our curriculum. Since its adoption, Newsela has expanded to include additional online resources in English Language Arts, Social Studies (including the role and contributions of ethnic groups), Social Emotional Learning, Civics, and LGBTQ+ curriculum integration.

Rooted in research and learning science, Newsela has licensing agreements with *The Washington Post*, Tribune Content Agency, *Scientific American*, *The Guardian*, and others. Because of these licensing agreements, students are able to read authentic news articles and primary source documents and learn more about the world we live in.

Newsela includes attention to vocabulary study, formative assessment through short quizzes, reading comprehension activities, as well as writing prompts. It contains many pre-loaded lesson ideas as well as has the ability for teachers to customize to meet students' needs.

It is recommended the Board of Education approve the contract for service for the 2025-2026 school year to renew the online software license from Newsela, located at 500 5th Avenue, FL 28, New York, NY at a cost of $108,961.00.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: $108,961.00
Funding Source: Federal Funds ($73,392.15) and District Funds ($35,568.85)

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Newsela **EMAIL:** patrick.gaffney@newsela.com

ADDRESS: 500 5th Avenue, FL 28, New York, NY 10110

DATES OF SERVICE TO BE COMPLETED: 2026-2027

SCHOOL DISTRICT CONTACT: Stacey Golz

661

COMPENSATION: $ 108,961.00

DESCRIPTION OF DUTIES:

Newsela K-12 Licenses and Professional Development

Is this a Subscription/Software: Yes ■ or No ☐

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: Newsela **Website:** www.newsela.com

Subscription/Software Start Date: 07/01/2026 **End Date:** 06/30/2027

SOPPA Approved: Yes ■ or No ☐

Requester Name/Building: RIMSD #41 K-12

Budget Code: Federal Funds ($73,392.15) and District Funds ($35,568.85)

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: _____ **Date:** 5/12/2026

_____ 5/12/2026

Superintendent or School Board President **Date**

Newsela Inc.
169 Madison Ave., #2770
New York, NY 10016

Order Form

Billing Information:
Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon license start date

Order Form No. Q-180522
Newsela Contact: Patrick Gaffney
Contact Email: patrick.gaffney@newsela.com
Offer Date: April 28, 2026
Expiration Date: June 30, 2026

To:
Kathy Ruggeberg
Rock Island / Milan School District 41
2000 7Th Ave
Rock Island, IL 61201-2636

Products

Sites	Product Code	Product Names
13	ATG205	Newsela Learning Suite
4	ATG147	Newsela LGBTQIA+ Studies Collection

Services

Qty	Product Code	Services
3	ATG016	Individual Virtual Add-On Session

Contract Total $108,961.00

Products Breakdown

Account	Product Code	Product Names	License Dates	Line Total
Denkmann Elementary School	ATG205	Newsela Learning Suite	07/01/26 - 06/30/27	$5,817.87
Earl H Hanson Elem School	ATG205	Newsela Learning Suite	07/01/26 - 06/30/27	$4,443.05
Edison Jr High School	ATG205	Newsela Learning Suite	07/01/26 - 06/30/27	$7,259.77
Edison Jr High School	ATG147	Newsela LGBTQIA+ Studies Collection	07/01/26 - 06/30/27	$1,029.42
Eugene Field Elementary School	ATG205	Newsela Learning Suite	07/01/26 - 06/30/27	$8,047.78
Frances Willard Elem School	ATG205	Newsela Learning Suite	07/01/26 - 06/30/27	$5,901.71
Longfellow Elementary School	ATG205	Newsela Learning Suite	07/01/26 - 06/30/27	$3,621.50
Ri Center For Math And Science	ATG205	Newsela Learning Suite	07/01/26 - 06/30/27	$6,672.95
Ridgewood Elem School	ATG205	Newsela Learning Suite	07/01/26 - 06/30/27	$4,728.07
Rock Island Academy	ATG205	Newsela Learning Suite	07/01/26 - 06/30/27	$8,165.14
Rock Island High School	ATG205	Newsela Learning Suite	07/01/26 - 06/30/27	$31,151.61
Rock Island High School	ATG147	Newsela LGBTQIA+ Studies Collection	07/01/26 - 06/30/27	$4,417.24
Thomas Jefferson Elem School	ATG205	Newsela Learning Suite	07/01/26 - 06/30/27	$3,872.99

Account	Product Code	Product Names	License Dates	Line Total
THURGOOD MARSHALL LEARNING CTR	ATG205	Newsela Learning Suite	07/01/26 - 06/30/27	$1,743.69
THURGOOD MARSHALL LEARNING CTR	ATG147	Newsela LGBTQIA+ Studies Collection	07/01/26 - 06/30/27	$247.25
WASHINGTON JR HIGH SCHOOL	ATG205	Newsela Learning Suite	07/01/26 - 06/30/27	$8,399.87
WASHINGTON JR HIGH SCHOOL	ATG147	Newsela LGBTQIA+ Studies Collection	07/01/26 - 06/30/27	$1,191.09

Services Breakdown

Account	Product Code	Services	License Dates	Line Total
ROCK ISLAND / MILAN SCHOOL DISTRICT 41	ATG016	Individual Virtual Add-On Session	07/01/26 - 06/30/27	$2,250.00

***See table above or Appendix for Product/Services details and License Dates.**

This Order Form, the Terms of Service available here, and the terms of any Statement of Work provided for the order of any Custom Collection, if applicable, which are hereby incorporated by this reference, is entered into by and between Newsela, Inc., and its parents, subsidiaries and affiliates, having an office at 169 Madison Ave., #2770, New York, NY 10016 (together "Newsela") and the customer named above, having an office at the address set forth above ("Customer"). All capitalized terms used in this Order Form and not defined herein shall have the meanings ascribed to them in the Terms of Service linked above. This Order Form is subject to the Terms of Service linked above, Newsela's Privacy Policy and, where applicable, any additional Terms and Conditions, or other binding RFP or binding bid signed by and between the Parties (together the "Customer Agreement").

The Customer Agreement constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all written or oral understandings, proposals, bids, offers, purchase or delivery orders, negotiations, agreements or communications of every kind. Additionally, the Customer Agreement specifically supersedes the terms and conditions of any Purchase Order delivered to Newsela after this Customer Agreement is executed and any such terms and conditions shall not be applicable or considered a part of the terms and conditions that govern this engagement. The Customer's internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained therein are intended only for the Customer and should be kept confidential.

Term: The subscription for the above-identified Newsela Products will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this Order Form, the Customer agrees to the pricing per product and quantity breakdowns underlying this Order Form, which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise. Failure of the Customer to make use of the Products during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'). If this Customer Agreement is so renewed, Customer agrees the prices payable for such Renewal Term shall be the prevailing rates then offered by Newsela for the licensed products stated above.

Fees: The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. If a Purchase Order is required, Customer shall submit the Purchase Order to Newsela in accordance with the Billing Information set forth hereinabove by emailing it to billing@newsela.com and including "Customer Agreement No. Q-180522" in the subject line, otherwise a purchase order shall not be required for payment. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

1. **Purchase Order Information**
   If you need a Purchase Order, please fill out the following information.
   PO Required:
   PO Number:
   PO Amount:

2. **Billing Information**
   Provide the billing service representative to whom the invoice should be addressed.
   Bill-To Name:
   Bill-To Email:
   By initialing here, I agree that the billing details stated above are current and accurate. ____

   Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents along with the order form number (Q-180522) to salestax@newsela.com.

3. **Is your organization exempt from sales tax?**
   Please enter **Yes** or **No**:

Authorized Signature: Date of Signature:

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Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Scott Vance, Assistant Superintendent for Teaching and Learning
Date: May 12, 2026
Re: HMH - NWEA Contract for Service

For school districts to accurately measure student growth across time, a research validated assessment tool is critical. RIMSD #41 adopted the Northwest Education Association (NWEA), beginning in the 2016-2017 school year. NWEA closely mirrors the State assessment. NWEA assesses English Language Arts (ELA) and Mathematics. Since 2016-2017, we have used NWEA in grades K-11 for Measures of Academic Progress (MAP). Students take an online math and ELA assessment three times per year to monitor growth. The outcomes of these assessments are used by teachers to inform instructional practices and enhance curriculum alignment district-wide. These assessments are directly tied to our District Strategic Plan. The total cost for this renewal is $88,580.00.

It is recommended that the board approve the Online Assessment Software License Renewal of NWEA (121 NW Everett Street, Portland, OR 97209) for the amount of $88,580, District funds will be used for the NWEA contract.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: $88,580.00
Funding Source: District Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: NWEA **EMAIL:**

ADDRESS: 121 NW Everett Street Portland, OR 97209

DATES OF SERVICE TO BE COMPLETED: 2026-2027 school year

SCHOOL DISTRICT CONTACT: Stacey Golz

666

COMPENSATION: $ 88,580.00

DESCRIPTION OF DUTIES:

MAP assessment for the 2026-2027 school year - $84,680
MAP Growth Foundation Annual License - $1,100
Professional Learning (on-site for 3 hours, up to 35 participants) $2,800

Is this a Subscription/Software: Yes ■ or No ☐

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: NWEA **Website:** www.NWEA.org

Subscription/Software Start Date: 07/01/2026 **End Date:** 06/30/2027

SOPPA Approved: Yes ■ or No ☐

Requester Name/Building: RIMSD #41

Budget Code: 1-5-080-016-2660-3160-0

Signature of Vendor: **Date:**

Signature of Budget Administrator: **Date:** 5/12/2026

5/12/2026

Superintendent or School Board President **Date**

SALES ORDER

Order Date: 04/15/2026
Order #: 00139656
Start Date: 07/01/2026
End Date: 06/30/2027

Prepared For

Account Name: Rock Island/Milan SD 41

Agency Code: 11976

Primary Contact: Scott Vance

Email: scott.vance@rimsd41.org

Customer Information

Rock Island/Milan SD 41
2101 6th Ave
Rock Island, IL 61201
United States

Bill-To Information

Rock Island/Milan SD 41
2101 6th Ave
Rock Island, IL 61201
United States

NWEA Sales Point of Contact

Lindsay Hudak

lindsay.hudak@hmhco.com

Products & Services

Product	Sales Price	Quantity	Total Price
MAP Growth K-12	$14.50	5,840	$84,680.00
MAP Growth Foundations Online Annual License	$1,100.00	1	$1,100.00
MAP: Empowering MTSS with MAP Data for Teachers (3 hr onsite, up to 35 participants)	$2,800.00	1	$2,800.00

Subtotal	$88,580.00
Estimated Tax	$0.00
Grand Total	**$88,580.00**

Invoicing Information

Unless otherwise specified, payment terms are Net 30. Remittance instructions will be included with your invoice.

Until this Sales Order is signed, the pricing is valid for 30 days from the Order Date listed at the top of this document. Please confirm the billing address or specify changes to your Sales Point of Contact.

For a copy of the latest NWEA division W-9, it is available at https://support.hmhco.com/s/article/Billing-and-Invoices. Click on “Requesting a W-9” and select “NWEA”.

The Tax ID for NWEA, a division of Houghton Mifflin Harcourt Publishing Company, is 04-1456030.

Terms and Conditions

This Sales Order is between Customer and NWEA, a division of Houghton Mifflin Harcourt Publishing Company, and is subject to the HMH Standard PreK-12 Terms of Purchase located at https://www.hmhco.com/terms-of-purchase (the “Agreement”) for the Products and Services listed above. By signing this Sales Order, you agree you have read, understand, and agree to the Agreement.

Signature

Customer Signature: _____

Customer Printed Name: _____

Date: _____

Customer Title _____

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Frank Mendoza, Director of Building Operations
Date: May 12, 2026
Re: Olds Boiler Contract

This request is for Board consideration of a contract for services with Olds Boiler & Welding Service, for Fiscal Year 2027. Olds Boiler is a key vendor routinely relied upon for boiler maintenance and repair throughout the District.

Maintaining functional and compliant boiler systems is essential to keeping our school facilities operational, safe, and in alignment with state safety regulations. Olds Boiler provides the labor, equipment, parts, and materials necessary to support both routine maintenance and unplanned repairs as issues arise.

Given the ongoing and critical nature of this work across multiple sites, and to ensure the District can respond promptly to maintenance needs throughout the year, it is recommended that the Board of Education approve a contract for services with Olds Boiler & Welding Service for Fiscal Year 2027, in an amount not to exceed $100,000.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: Not to exceed $100,000
Funding Source: District Funds/Maintenance and Operations Department

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Olds Boiler **EMAIL:** oldsboiler@sbcglobal.net

ADDRESS: 208 39th Street, Moline, IL 61265

DATES OF SERVICE TO BE COMPLETED: July 1, 2026-June 1, 2027

SCHOOL DISTRICT CONTACT: Director of Operations, Frank Mendoza

COMPENSATION: $ Not to exceed $100,000

DESCRIPTION OF DUTIES:

To provider boiler maintenance & repair, including materials, equipment and labor as needed for all district buildings.

Is this a Subscription/Software: Yes ☐ or No ■

If NO, go to next section. If YES, complete below, then go to next section (no vendor signature)

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requester Name/Building: District

Budget Code: 2-5-xxx-000-2542-3237-0

Signature of Vendor: Thomas Adams Pres. **Date:** 5/4/26

Signature of Budget Administrator: _____ **Date:** 5/5/26

_____ _____

Superintendent or School Board President **Date**

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Annaka Whiting, Chief Financial Officer
Date: May 12, 2026
Re: Printing and Promotional Items - One Step, Inc.

We are requesting Board of Education approval to continue utilizing One Step, Inc. for printing and promotional items for fiscal year 2027, with expenditures not to exceed $75,000.

As part of the District's Pre-Qualified Contractors program, a Request for Proposals (RFP) was issued on May 9, 2025 for printing and promotional items. This process established unit pricing across a variety of customizable, district-branded materials and allowed the District to award contracts to multiple vendors to maintain flexibility and competitive pricing. One Step, Inc. was one of the awarded vendors under this process.

Based on the District's experience during fiscal year 2026, One Step, Inc. has provided reliable service, competitive pricing, and quality products aligned with District branding standards. Continued use of this vendor supports efficient procurement practices by leveraging the original solicitation and structure, while avoiding the need to rebid individual purchases.

Approval of this request will allow the District to continue purchasing printing and promotional materials in a timely and cost-effective manner while maintaining consistency in quality and branding.

It is recommended that the Board of Education approve One Step, Inc, 806 W. 4th Street, Davenport, IA 52802 for printing and promotional items for fiscal year 2027, not to exceed $75,000.

Investment Period: July 1, 2026 – June 30, 2027
Total Investment: Not to exceed $75,000
Funding Source: District Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: One Step, Inc. **EMAIL:** reid@print1step.com

ADDRESS: 806 W. 4th Street, Davenport, IA 52802

DATES OF SERVICE TO BE COMPLETED: Fiscal Year 2027

SCHOOL DISTRICT CONTACT: Annaka Whiting

COMPENSATION: $ not to exceed $75,000.00

DESCRIPTION OF DUTIES:

Printing and promotional items for the District including T-shirts, hoodies, polos (youth and adult sizes), banners, yard signs posters.
Printed materials (brochures, flyers, postcards)
Promotional items (pens, water bottles, tote bags, lanyards, etc.)
Custom notebooks, planners and folders

Is this a Subscription/Software: Yes ☐ or No ☒

If NO, go to next section. If YES, complete below, then go to next section (no vendor signature)

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requesting School: District

Budget Code: Multiple budget codes

Signature of Vendor: _____ **Date:** 4-28-2026

Signature of Budget Administrator: Annaka Whiting **Date:** 4/28/26

_____ _____

Superintendent or School Board President **Date**

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Ramona Dixon, Director of Grants, Accountability, and Assessments
Date: May 12, 2026
Re: **Regional Office of Education # 49**

As a part of the Illinois State Board of Education's School Improvement Initiative, Regional Offices of Education and specified vendors have been approved by ISBE to provide learning partner services to intensive, comprehensive, and targeted schools. Following the planning year and a comprehensive needs assessment, schools designated as comprehensive must partner with at least one Illinois State Board of Education Partner to focus on garnering supports that are aligned with supporting, supplementing, and enhancing the individual building school improvement plan.

In addition, as a district we rely heavily on other services from the ROE such as teacher training, principal leadership cohorts, counselors training/development, and other professional learning opportunities for staff across the district.

Body of Work	Total Cost
Monthly School Improvement Coaching and Consulting	$30,000
Leadership Training and Support @ a rate of 1000/person for up to 12 leaders	$12,000
Miscellaneous Professional Development for ALL Staff District-Wide	$30,000
Total:	$72,000

Therefore, it is recommended that the Rock Island-Milan School District's Board of Education approve the payment of $72,000 to Regional Office of Education #49 3561 60th St. Suite 310 Moline, IL 61265.

Investment Period: July 2026- June 2027
Total Investment: $72,000
Funding Source: Title I, Title II, and Title I SIG Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Thank you for your continued partnership with the Rock Island County Regional Office of Education #49. We appreciate your commitment to strengthening school systems and improving student outcomes. The ROE #49 service package is designed to provide comprehensive, ongoing support tailored to your district's needs.

Services include dedicated school support in the following areas:

- In-depth consultation and planning as a partner in school improvement
- Whole-staff professional development
- Targeted professional development for specific teams and personnel
- Personalized coaching sessions
- Collaborative team coaching
- Support for student-specific interventions and planning
- Systems development and implementation
- Leadership support and training

Additional services may be provided at the discretion of ROE #49.

Service Package Breakdown:

Body of Work	Cost
Monthly School Improvement Coaching and Consulting	$30,000
Leadership Training and Support @ a rate of 1000/person for up to 12 leaders	$12,000
Miscellaneous Professional Development for ALL Staff District-Wide	$30,000
Total:	$72,000

Effective collaboration among teams is essential to ensure that all processes and supports are implemented with integrity, adhering to best practices. All documents and forms provided to schools are confidential and may not be copied, shared, or modified without permission from ROE #49.

Confidentiality and Data Privacy

The Agency shall maintain strict confidentiality of all student and staff information accessed or received in the course of service delivery. This includes, but is not limited to, personally identifiable information, educational records, and sensitive personnel information.

The Agency agrees to:

- Use such information solely for the purpose of fulfilling its obligations under this agreement;
- Limit access to authorized personnel with a legitimate need to know;
- Implement reasonable safeguards to protect against unauthorized access, disclosure, or misuse;
- Comply with all applicable federal and state privacy laws, including FERPA and any relevant state regulations.

This Agreement is between the Rock Island County Regional Office of Education #49 and Rock Island- Milan School District #41 in Rock Island County, Illinois for the amount of $72,000. This agreement pertains to the partnership for support between our entities beginning on July 1, 2026 ending June 30, 2027.

Please sign below to confirm your acknowledgment and understanding of the service agreement.

_____	_____	_____	_____
Director of Grants, Accountability, and Assessments	*Date*	*Approved District Personnel (as needed)*	*Date*
_____	_____	_____	_____
Regional Superintendent of ROE #49	*Date*	*Coordinator of ROE Services ROE #49*	*Date*

Contract for Service Form
Rock Island-Milan School District 41

VENDOR NAME: Rock Island County Regional Office of Education **CONTACT NAME:** Hannah Reade

PHONE: 309-736-1111 **EMAIL:** hannah.reade@riroe.com

ADDRESS: 3561 60th St suite 310, Moline IL 61265

DATES OF SERVICE TO BE COMPLETED: 2026-2027 School Year

SCHOOL DISTRICT CONTACT: Paulette Risden-Rice

COMPENSATION: $72,000

Description	Base Contract Amount
• Monthly School Improvement Coaching and Consulting	$30,000
• Leadership Training and Support @ a rate of $1,000/person for up to 12 leaders	$12,000
• Miscellaneous Professional Development for ALL Staff District-Wide	$30,000
Grand Total	**$72,000**

Invoicing Details: Invoice on the last day of each month.

Is this a Subscription/Software: Yes X or No ☐

If yes, this is an internal form that does not need to be sent to the vendor.

Subscription/Software Name: N/A **Website:** N/A

Subscription/Software Start Date: N/A **End Date:** N/A

SOPPA Approved: Yes or No

School Board President or Superintendent: _____ **Date:** _____

Requesting School: District-Wide

Budget Code: Title I, Title II, and Title I SIG

Signature of Vendor: _____ **Date:** _____

Signature of Requestor: _____ **Date:** _____

Signature of Budget Administrator: _____ **Date:** _____

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Ramona Dixon, Director of Grants, Accountability, and Assessments
Date: May 12, 2026
Re: Annual Contract Renewal Spring Forward Learning Center

It is our goal in the district to leverage intercession, summer, and out of school time as opportunities to expose our students to a variety of different types of activities in a safe and a healthy environment. This contract for service with Spring Forward Learning Center (SFLC) allows us to accomplish this goal by providing out of school time programming for (before/after school, intersessions, and summer) for students across the district. The details of the 2026-2027 contract are as follows:

Body of Work	Program Description	Total Cost
After School Programs	Afterschool homework help and enrichment programming	$0 (In-kind donations, grants, and other SF sources of revenue)
1 Fall & 1 Spring Intersession Program	2 elementary sites @ 5 days of camp @ 3 hours each day for approximately 80 students per site. Sites TBD. Dates: October 5-9th, 2026 & March 22-26th, 2027 Total-$13,090 x 2 programs=$26,180	$26,180
Summer Program	5 week camp M-TH, and field trips on Fridays for roughly 240 students (approximately 80 students/site). Sites TBD. Dates of service: June 15th-July 17th, 2027. Total-$71,490 x 3 sites= $214,470.	$214,470
Total:	$240,650	

It is recommended that the Board of Education approve the contract for service with Spring Forward Learning Center PO Box 1287 Moline, IL to provide Intersession and Summer programs for the 2026-2027 school year at a cost not to exceed $240,650.

Investment Period: July 1, 2026 -July 30, 2027
Total Investment: $240,650
Funding Source: Title I & Afterschool

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form
Rock Island-Milan School District 41

VENDOR NAME: Spring Forward Learning Center **CONTACT NAME:** Robbie McIntyre

EMAIL: robbie@springforwardqca.org

ADDRESS: P.O. Box 1287 Moline, IL 61265

DATES OF SERVICE TO BE COMPLETED: 2026-2027 School Year

SCHOOL DISTRICT CONTACT: Paulette Risden-Rice

COMPENSATION: NTE $240,650

Description	Base Contract Amount
After School Programs: Spring Forward leverages its own funding to provide afterschool supplemental support in select schools throughout the district. Individual MOU's will be established in partnership with the Teaching and Learning Department for any of these services being provided in buildings throughout the district.	
1 Fall & 1 Spring Intersession Program: Two elementary sites per program for 5 days of camp @ 3 hours each day for up to 80 elementary students per site. Sites TBD. Dates of service: October 5th-9th, 2026 & March 22nd-26th, 2027. Total-$13,090 x 2 programs = $26,180.	**$26,180**
Summer Program: 5 week camp M-TH, and field trips on Fridays for roughly 240 students (approximately 80 students/site). Sites TBD. Dates of service: June 15th-July 17th, 2027. Total-$71490 x 3 sites= $214,470.	**$179,591**
Grand Total	**NTE $240,650**

Invoice Number	Invoice Details	Amount to be billed	Totals
1 of 5	Fall Intersession to be billed upon completion on **October 10,2026**	$13,090	$13,090
2 of 5	Spring Intersession to be billed upon completion on **March 27, 2027**	$13,090	$13,090
3 of 5	Summer Enrichment up front ½ total expense to be billed on **May 15, 2027**	$107,235	$107,235
4 of 5	Summer Enrichment ¼ total expense to be billed the last day of **June 2027**	$53,617.50	$53,617.50
5 of 5	Summer Enrichment ¼ total expense to be billed by the last day of **July 2027**	$53,617.50	$53,617.50
Total			**NTE $240,650**

Contract for Service Form
Rock Island-Milan School District 41

Is this a Subscription/Software: Yes ☐ or No☐

If yes, this is an internal form that does not need to be sent to the vendor.

Subscription/Software Name: _____Website:_____

Subscription/Software Start Date: _____ End Date:_____

SOPPA Approved: Yes ☐ or No☐

_____ _____
School Board President or Superintendent Date

Requesting School: Administration Center

Budget Code: Title I

Signature of Vendor: _____ Date: _____

Signature of Requestor: _____ Date: _____

Signature of Budget Administrator: _____ Date: _____

2026-2027 Intersessions	Fall Break: October 5th-9th	1st Week				
	Spring Break: March 22-26	2nd Week				
Single Intersession Budget	2 Sites TBD	Up to 144 Students Served		8:1 Ratio	grams per Intersession/ 2 Per Location	
	Scheduled Hours	Total Number	Hours Per Day	Hourly Wage	Position Cost Per Day	
Site Leader (1 Per Site x 2 Sites = 2)	8:30-12:30	2	4	$25.00	$200.00	
Teachers (2 Per Site x 2 Sites = 4)	8:45-12:15	4	3.5	$30.00	$420.00	
Site Assistant/Paraprofessonals (5 per Site x 2 Sites = 10)	8:45-12:15	10	3.5	$20.00	$700.00	
HS ED Students (1 per Site x 2 Sites = 2)	8:45-12:15	2	3.5	$15.00	$105.00	
8 Staff + 1 Site Lead Per site				Total Cost Per Day	1425	
Pay Rates	Positions			X 5 Days	x 5	
$30	Certified Teachers			Total Staff Cost	7125	
$25	Site Leaders			Community Partner + Field Trip Costs (Approximate)	$3,500	
$20	District Paras (Site Assistants)			Field trip Bussing Cost ($225 x 3)	$675	
				Marketing	$600	
				TOTAL PROGRAM COST	$11,900	
				Administration (10%)	$1,190	
				Total Single Intersession Cost	$13,090.00	x 2 for Spring AND Fall
(Small) Cost increase for '26-'27 related to:						
Partner Costs	Partners are averaging $75-$100/hour F14 figure based on this Avg ($87.50) x 2 Hours per day x 2 Partners per day x 2 Program Sites x 5 days = $3500					

26-'27 Spring Forward Summer Program Budget	Summer Dates:	Training: June 7-11				
		Program: June 14th-July 16th;	Off June 18th (in recognition of 19th); July 5th			
Single Site Budget	3 Locations/With Bussing	Up to 105 Gen Ed Students Served (Per Site) + EL (15)= 120 Per Site x 3 = 360 Students TOTAL FOR 3 SITES		Summer Ratios: 8:1 During Academics; 10:1 for Afternoons		
	Scheduled Hours	# Per Site	Hours Per Day	Hourly Wage	Position Cost Per Day	
Site Leader	8:30-2:30	2	6	$26	$312	
Teachers	9:00-12:00	5	3	$36	$540	
Site Assistants (Including EL)	8:45-2:15	6	5.5	$20.00	$660	
SPED (Push-In) Staff	9:00-2:00	1	5	$36	$180	
RIHS Ed Program Students	8:45-2:15	2	5.5	$15	$165	
Positions	Pay Rates			Total Cost Per Day	1857	
Certified Teachers	$36			X 23 Camp Days	x 23	
Site Leaders	$26			Total Staff Cost	42711	
Site Assistants	$20			Enrichment Costs (Community Partners + Field Trips + FT Buses)	$9,083	Based on $4000 FT Cost + $3000 Outreach Cost and $2083 for Bussing
Cost breakdown				Training Costs	$6,500	16 Hours of Training
Field Trip Costs	$8 per student x 300 Student x 5 = $12000/3 = $4000 Per Site			EL Teacher Costs	$2,484	
Outreach Costs	Approx $87.50 per hour	Approx $3000 Per RIMSD Location		Daily Bussing Costs	$2,913	$8740 total for Daily Routes/3 (for even split when multiplied out)
Bussing Costs:	**Daily Routes:** $190/day (23 Days) per Bus (x 2) = **$8740 (Total in '26)**	**Field Trip Buses:** $250 x 5 Buses per Friday (3 for Younger Students; 2 for Older) x 5 Field Trips = 6250/3 sites = **$2083/ site**		Camp shirts	$800	
EL Staff Cost Per Site	3 hours x 23 Camp Days x $36/hour x 1 teachers = **$2484** (Assistant included in above calculation)			Marketing/Print Materials	$500	
Student Camp Shirts:	100 x 8 = **$800**			Program Cost	64,991	
				Administration (10%)	$6,499	
				Total Single Summer Site Cost	71,490	
				x 3 Summer Sites	214470	Notes on Increase:
						1. There are 5 Field trip dates this Summer (4 the past several), causing the Field trip and Bussing costs to rise
						2. Bus costs have gone up each year to now $190 per day (per bus) in the Daily Routes and $250 per Field trips
						3. Outreach costs are about $87.50 an hour as more are charging mileage
						4. **This could be adjusted down by 1 teacher and 1 Site Assitant per site to serve 315 Students (270 Gen Ed and 45 EL) Cost: $195624 total**

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Alicia Sanders, Director of Student Services
Date: May 12, 2026
Re: Approval of Contract with The Menta Education Group for Specialized Educational Services and Transportation

The district continues to seek appropriate educational placements for students whose academic, behavioral, or social-emotional needs cannot be met within district programs. The Menta Education Group provides therapeutic day school services focused on individualized instruction, behavioral interventions, and emotional support aligned to each student's IEP.

Tuition and related fees along with transportation services will be billed per student, in accordance with the Menta rate structure, not to exceed $600,000 annually, funded through the district's special education budget. Below is a breakdown of the annual cost the district has been billed for students' services over the past two years;

Placement/Service	FY2026 ESTIMATE	FY2026 as of April 2026	FY2025
Menta Academy Special Education Services	Not to exceed $600,000	$245,499.70	$23,149.95
Menta Academy Special Education Systems		$56,114.05	$5,251.80

It is recommended that the Board of Education approve the contract with The Menta Education Group, 195 Poplar Avenue, North Aurora, IL 60542, for the 2026-2027 school year.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: Not to exceed $600,000
Funding Source: District Special Education Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: The Menta Education Group **EMAIL:** info@mentagroup.org

ADDRESS: 195 Poplar Pl., North Aurora, IL 60542

DATES OF SERVICE TO BE COMPLETED: SY 26-27

SCHOOL DISTRICT CONTACT: Alicia Sanders

COMPENSATION: $ NOT TO EXCEED $600,000

DESCRIPTION OF DUTIES:

This agreement allows the district to place students requiring specialized therapeutic education services in a setting designed to support their academic and behavioral success. Services include: individualized academic instruction, social-emotional and behavioral support services, therapeutic interventions aligned with IEP goals, and collaboration with district case managers and families.

Is this a Subscription/Software: Yes ☐ or No ☐

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requesting School: District

Budget Code: 1-5-080-008-4220-6701-0 (Tuition) & 4-5-080-008-2550-3310-0 (Transportation)

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: _____ **Date:** _____

Initials of Dept ELT: _____

_____ _____

Superintendent or School Board President **Date**

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Troy Bevans, IT Director
Date: May 12th, 2026
Re: GoGuardian Suite 1-Year Subscription Renewal

Over the past several years, the Rock Island–Milan School District has relied on GoGuardian, a comprehensive platform that supports student device management, activity monitoring, and online safety.

To maintain these services, the Technology Department is requesting approval to renew a three-year GoGuardian Suite subscription. This renewal includes 6,000 licenses at a cost of $8.89 per license, totaling $53,340.00 annually, or $160,020.00 over the full three-year term.

The GoGuardian Suite provides an integrated approach to internet filtering, classroom management, and student safety through the following components:

- **GoGuardian Admin**: Extension-based filtering and activity reporting.
- **GoGuardian Teacher**: Real-time classroom management and engagement tools.
- **GoGuardian DNS**: Network-level web filtering.
- **GoGuardian Fleet**: Chromebook asset and inventory management.
- **GoGuardian Beacon Core**: Suicide and harm prevention tool designed to identify early warning signs of at-risk behavior in students (*new this year*).

It is recommended that the Board of Education approve the 3-year subscription of GoGuardian Suite, valid from July 1st 2026 through June 30th, 2029, from Trafera, 2550 University Avenue, Suite 315-S, Saint Paul, MN 55114 at a total cost of $160,020.00. Technology department funds will be used for this renewal.

Investment Period: July 1, 2026 - June 30, 2029
Total Investment: $160,020.00
Funding Source: Technology Department Budget

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Trafera **EMAIL:** tim.peters@trafera.com

ADDRESS: Trafera LLC PO Box 208960 Dallas, TX 75320-8960

DATES OF SERVICE TO BE COMPLETED: SY 26-29

SCHOOL DISTRICT CONTACT: Laura Hall

COMPENSATION: $ $160,020.00

DESCRIPTION OF DUTIES:

GOGUARDIAN ADMIN 3YR 3K-9999 GoGuardian for Administrators - 3 year - Qty: 6000
GOGUARDIAN TEACHERS 3YR 3K-9999 GoGuardian for Teachers - 3 Year - Qty 6000
GGBCN3Y003000 GoGuardian Beacon - Core 3 Year Qty 6000

Is this a Subscription/Software: Yes ☒ or No ☐

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: Go Guardian **Website:** goguardian.com

Subscription/Software Start Date: 7/1/2026 **End Date:** 6/30/2029

SOPPA Approved: Yes ☒ or No ☐

Requester Name/Building: District

Budget Code: 1-5-080-016-2660-3160-0

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: Troy D. Bevans Digitally signed by Troy D. Bevans Date: 2026.04.30 09:48:35 -05'00' **Date:** 04/30/2026

_____ _____

Superintendent or School Board President **Date**

TRAFERA

Rock Island-Milan School District 41 - GG'26_3YR_w/out24/7

Bill to
Rock Island-Milan School District 41
Customer No: 71202
Attn: Accounts Payable
2000 7th ave
Rock Island IL 61201
USA

Ship to

Quote Details
Reference: 20260429-081716215
Created: April 29, 2026
Expiration: May 6, 2026
Created by: Timothy Peters
tim.peters@trafera.com

686

Estimate No: E000171746

Contract
None

Products & Services

Items and Description	Overview	Notes	Qty	Unit Price	Totals
GOGUARDIAN ADMIN 3YR 3K-9999	GoGuardian for Administrators - 3 year - Qty: 3000-9999		6000	$8.89	$53,340.00
GOGUARDIAN TEACHERS 3YR 3K-9999	GoGuardian for Teachers - 3 Year - Qty 3000-9999		6000	$8.89	$53,340.00
GGBCN3Y003000	GoGuardian Beacon - Core		6000	$8.89	$53,340.00

Subtotal	$160,020.00
Tax	$0.00
Total	**$160,020.00**
Net Terms	**N30**

Terms and Condition
This quote is confidential and is to be viewed solely by individuals within the organization to whom it is addressed. Unauthorized distribution or disclosure of the contents of this quote is prohibited. If you are not from the organization addressed, please notify us immediately so we can prepare a quote specific to you. Prices and availability may change without notice prior to the quote expiration date due to market conditions, including potential tariff adjustments and available inventory.

Please Remit Checks to:
Trafera LLC
PO Box 208960
Dallas, TX 75320-8960

687

Question? Contact me

Timothy Peters
tim.peters@trafera.com

Trafera
1271 Red Fox Rd.
Arden Hills MN 55112
United States

For quick details on returns, learn more here → https://www.trafera.com/return-policy

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Mr. Jeff Dase, Deputy Superintendent
Date: May 12, 2026
Re: Tri-City Electric Security Solutions Contract for Service

This amount will cover time and materials for the implementation of a district-wide initiative to enhance safety and security infrastructure across all campuses during the 2026–2027 school year. Work will include, but is not limited to, the installation and upgrade of surveillance systems, access control enhancements, emergency communication systems, aiphone, secure entrances, visitor management system (Badge pass) maintenance and repairs, and other related safety and security measures. This effort reflects the district's ongoing commitment to providing a safe and secure learning environment for students, staff, and visitors. Costs will be incurred on a time-and-materials basis to allow flexibility in addressing site-specific needs and unforeseen conditions throughout the academic year.

This contract is exempt from bidding under 105 ILCS 5/10-20.21, Section vii – "purchases and contracts for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and interconnect equipment, software, and services".

It is recommended that the Board of Education approve a contract with Tri-City Electric Co., 6225 N. Brady Street, Davenport, IA 52806, to provide time & materials for security needs at various schools at a cost not to exceed $200,000.00.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: $200,000.00
Funding Source: District Funds/ Safety & Security Department

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Tri-City Electric Co. **EMAIL:** dnovitske@tricityelectric.com

ADDRESS: 6225 N. Brady St., Davenport, IA 52806

DATES OF SERVICE TO BE COMPLETED: SY 26-27

SCHOOL DISTRICT CONTACT: Charles Butler

COMPENSATION: $ NOT TO EXCEED $200,000

DESCRIPTION OF DUTIES:

Work will include, but is not limited to, the installation and upgrade of surveillance systems, access control enhancements, emergency communication systems, perimeter fencing, lighting improvements, and other related security measures. Costs will be incurred on a time-and-materials basis to allow flexibility in addressing site-specific needs and unforeseen conditions throughout the school year.

Is this a Subscription/Software: Yes ☐ or No ■

If NO, go to next section. If YES, complete below, then go to next section (no vendor signature)

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requesting School: District

Budget Code: 1-5-080-000-2546-3140-0

Signature of Vendor: Dan Novitske Digitally signed by Dan Novitske DN: cn=Dan Novitske, c=US, o=Tri City Electric, email=dnovitske@tricityelectric.com Date: 2026.04.28 14:20:28 -05'00' **Date:** _____

Signature of Budget Administrator: _____ **Date:** _____

Initials of Dept ELT: _____

_____ _____

Superintendent or School Board President **Date**

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Jeff Dase, Deputy Superintendent
Date: May 12, 2026
Re: Tri-State Travel, Transportation Services

It is recommended that the Board of Education approve Tri-State Travel, 530 W. 76th Street, Davenport, IA, for various transportation needs. While Johannes Bus Services is the preferred provider whenever possible, Tri-State Travel offers an alternative when larger buses are needed, or when Johannes or Act II Transportation are unavailable. In addition to transporting athletes, Tri-State Travel is also used for field trips and non-athletic events for other schools within the District. This vendor has been a long-time partner of the District, reflecting a strong and reliable history of service.

Spending History:

FY26	$51,995.00 (as of April 28, 2026)
FY25	$57,760.00
FY24	$45,300.00

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: Not to exceed $75,000
Funding Source: Transportation Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Tri State Travel **EMAIL:** ekaiser@tristatetravel.com

ADDRESS: 530 W 76th St Davenport IA 52806

DATES OF SERVICE TO BE COMPLETED: 2026-2027 School Year

SCHOOL DISTRICT CONTACT: Mike Emendorfer

COMPENSATION: $ not to exceed 75,000

DESCRIPTION OF DUTIES:

Transportation to and from sporting events.

Is this a Subscription/Software: Yes ☐ or No ■

If NO, go to next section. ***If YES, complete below, then go to next section (no vendor signature)***

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ■

Requesting School: RIHS, EJHS, WJHS

Budget Code: 4-5-100-000-1501-3310, 4-5-160-000-1501-3310, 4-5-180-000-1501-3310

Signature of Vendor: _____ **Date:** 4-27-26

Signature of Budget Administrator: _____ **Date:** 4-27-26

_____ _____

Superintendent or School Board President **Date**

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Frank Mendoza, Director of Building Operations
Date: May 12, 2026
Re: UniFirst Corporation

The District's experience with UniFirst Corporation over the past year has been positive, with reliable service, consistent product quality, and strong responsiveness to building needs. Continuing this partnership supports operational efficiency and ensures consistency in custodial supplies across all facilities, contributing to a clean, safe, and well-maintained learning environment for students and staff.

This item seeks Board of Education approval for a contract with UniFirst Corporation for Fiscal Year 2027 in an amount not to exceed $60,000. The contract provides for the supply of dry mop heads, frames, handles, and related accessories for all district buildings. Pricing is secured through the Sourcewell cooperative purchasing agreement, allowing the District to access competitive, pre-negotiated rates while maintaining compliance with procurement requirements.

It is recommended that the Board of Education approve the contract for service with UniFirst Corporation, at #247 804 W 5th St, Grundy Center, IA 50638 not to exceed $60,000 for the 2026 -27 school year.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: $60,000
Funding Source: District Funds/Maintenance and Operations Department

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Contract for Service Form

Rock Island-Milan School District 41

VENDOR NAME: Unifirst Corporation **EMAIL:** casey_hewitt@unifirst.com

ADDRESS: 68 Jonspin Road, Wilmington, MA 01887

DATES OF SERVICE TO BE COMPLETED: July 1, 2026-June 1, 2027

SCHOOL DISTRICT CONTACT: Director of Operations, Frank Mendoza

COMPENSATION: $ Not to exceed $60,000

DESCRIPTION OF DUTIES:

To supply dry mop heads, frames, handles and related accessories for custodial use in all our district buildings.

Is this a Subscription/Software: Yes ☐ or No ☒

If NO, go to next section. If YES, complete below, then go to next section (no vendor signature)

Subscription/Software Name: _____ **Website:** _____

Subscription/Software Start Date: _____ **End Date:** _____

SOPPA Approved: Yes ☐ or No ☐

Requester Name/Building: District

Budget Code: 2-5-xxx-000-2542-4102-0

Signature of Vendor: _____ **Date:** _____

Signature of Budget Administrator: _____ **Date:** _____

_____ _____

Superintendent or School Board President **Date**

SUMMARY OF CHECKS AND WIRES
April 30, 2026

COMPUTERIZED CHECK RUN

EDUCATION

Ed Fund CHECKS		Ed Fund ACH	
V208586-V208674		VA4472-VA4543	
Education	$ 1,023,023.32	Education	$ 553,903.90
Transportation	$ 16,093.51	Transportation	$ 5,620.06
Debt Service Fund		Debt Service Fund	$ 750,493.75
Capital Projects	$ 331,805.76	Capital Projects	$ 25,484.11
Life Safety		Life Safety	
Tort Immunity		Tort Immunity	$ 750.00
	$ 1,370,922.59		$ 1,336,251.82
		TOTAL EDUCATION	**$ 2,707,174.41**

O&M

O&M CHECKS		O&M Fund ACH	
B38996-B39015	$ 98,488.11	BA671-BA678	$ 71,278.84
		TOTAL O&M	**$ 169,766.95**

HEALTH

Health Fund CHECKS		Health Fund ACH	
		HA84	$ 173.50
		TOTAL HEALTH	**$ 173.50**

TOTAL COMPUTERIZED CHECK RUN		**$ 2,877,114.86**

WIRES

Ed, Bldg, Tort Salary Checks	$ 1,917,156.73	
Federal Income Tax	$ 249,188.00	
OASDI/Medicare	$ 156,718.90	
State Withholdings	$ 114,968.52	
Teacher's Retirement Systems/IMRF	$ 249,932.43	
Employee Deductions	$ 106,841.42	
Benefits Payments		
TOTAL WIRES	**$ 2,794,806.00**	

GRAND TOTAL	**$ 5,671,920.86**

ROCK ISLAND SCHOOLS

CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - ACH

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
4472	05/06/2026	ACH	P - 97374	BEBBER, ISABEL B	11.17
4473	05/06/2026	ACH	P - 07821	BERRY, NICOLE ELIZABETH	23.06
4474	05/06/2026	ACH	P - 06395	BRADDY, CRISTINA MARIA	75.40
4475	05/06/2026	ACH	P - 07818	CLARK, LANCE ROBERT	40.43
4476	05/06/2026	ACH	P - 07347	DI IULIO, JOSEPH V	220.89
4477	05/06/2026	ACH	P - 95252	DIXON, RAMONA B	15.00
4478	05/06/2026	ACH	P - 03992	EDMONDS, MIKKI M	127.02
4479	05/06/2026	ACH	P - 18342	FREEMAN, SARAH GRACE	60.00
4480	05/06/2026	ACH	P - 95393	GALLARDO, MARY K C	18.63
4481	05/06/2026	ACH	P - 07862	GARCIA, MARIA G	102.99
4482	05/06/2026	ACH	P - 97414	GONZALEZ, GIANA SIRENA	101.95
4483	05/06/2026	ACH	P - 95735	GREEN, TABITHA G	36.48
4484	05/06/2026	ACH	P - 97373	KIARIE, RUTH WANJIRU	135.14
4485	05/06/2026	ACH	P - 05481	KIRGAN, BENJAMIN G	51.13
4486	05/06/2026	ACH	P - 06596	LONIAN, KRISTA J	15.34
4487	05/06/2026	ACH	P - 07108	MANWEILER, MATTHEW R	59.81
4488	05/06/2026	ACH	P - 96802	MCCARTY, HEATHER NICOLE	80.00
4489	05/06/2026	ACH	P - 96837	MCGUIRE, KELLY MARIE	130.75
4490	05/06/2026	ACH	P - 04756	MCWILLIAMS, BETTINA JO CULBERSON	34.37
4491	05/06/2026	ACH	P - 96216	MINER, JAMIE L	6.99
4492	05/06/2026	ACH	P - 97378	NAPWORI, CATHERINE NAFULA	129.37
4493	05/06/2026	ACH	P - 97375	NJAGI, PURITY WANJA	126.93
4494	05/06/2026	ACH	P - 97415	POREMBSKI, LAYNE PAIGE	27.48
4495	05/06/2026	ACH	P - 96567	RISDEN-RICE, PAULETTE KAY	61.13
4496	05/06/2026	ACH	P - 17851	SCOTT, IAN WAYNE	62.17
4497	05/06/2026	ACH	P - 18322	SMITH, JENNIFER M	28.28
4498	05/06/2026	ACH	P - 97191	THOMPSON, PAULA JO	32.41
4499	05/06/2026	ACH	P - 05464	VERSLUIS, PATRICK J	392.29
4500	05/06/2026	ACH	P - 97160	WILLIAMS, SHARON DENISE	215.62

Total No. of Checks : 29 **Total Amount : 2,422.23**

CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - CHECK

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
208587	04/30/2026	Check	V - 26224	3 GUYS & A BUS INC.	4,875.00
208588	04/30/2026	Check	V - 12649	ACADEMIC THERAPY PUBLICATIONS	1,090.88
208589	04/30/2026	Check	V - 10245	ACT II TRANSPORTATION, INC.	6,315.00
208590	04/30/2026	Check	V - 20275	BARNES & NOBLE	948.75
208591	04/30/2026	Check	V - 22296	BLITT AND GAINES, P.C.	321.81
208592	04/30/2026	Check	V - 10098	BOUND TO STAY BOUND BOOKS, INC	181.55
208593	04/30/2026	Check	V - 10102	BRODART COMPANY	185.77
208594	04/30/2026	Check	V - 25353	BULBAMERICA	249.90
208595	04/30/2026	Check	V - 25948	CAMELOT THERAPEUTIC SCHOOLS, LLC	10,094.00
208596	04/30/2026	Check	V - 25274	CAMERON RUIZ	300.00
208597	04/30/2026	Check	V - 24698	CARTRIDGE INK QUAD CITIES	2,402.86
208598	04/30/2026	Check	V - 26317	COLUMN SOFTWARE PBC	70.84
208599	04/30/2026	Check	V - 26487	CORDOGAN CLARK & ASSOCIATES, INC	159,370.64
208600	04/30/2026	Check	V - 21794	CORRECT DIGITAL DISPLAYS, INC	1,812.50
208601	04/30/2026	Check	V - 12637	COUNCIL FOR EXCEPT. CHILDREN	50.00
208602	04/30/2026	Check	V - 15079	COUNCIL FOR PROFESSIONAL RECOGNITION	250.00
208603	04/30/2026	Check	V - 18115	CRISIS PREVENTION INSTITUTE	5,658.12
208604	04/30/2026	Check	V - 22297	NATIONAL MISSISSIPPI RIVER MUSEUM & AQUARIUM	943.70
208605	04/30/2026	Check	V - 25402	DECISIONED GROUP, INC	5,200.00
208606	04/30/2026	Check	V - 18471	DELL INC.	51,684.60
208607	04/30/2026	Check	V - 14209	BLICK ART MATERIALS	2,016.38
208608	04/30/2026	Check	V - 26600	DJ OBIE	6,800.00
208609	04/30/2026	Check	V - 26462	EDUCATIONAL EPIPHANY LLC	7,500.00
208610	04/30/2026	Check	V - 10272	ERIKSEN CHEVROLET INC.	203.76
208611	04/30/2026	Check	V - 24426	QUALITY GROUP	718.25
208612	04/30/2026	Check	V - 26628	EZFUND.COM	1,000.00
208613	04/30/2026	Check	V - 11149	FLINN SCIENTIFIC, INC.	1,914.20
208614	04/30/2026	Check	V - 24904	FLORIDA STATE DISBURSEMENT UNIT	15.07
208615	04/30/2026	Check	V - 26631	FOR THE LOVE OF IT CUSTOM TEES & MORE	752.21
208616	04/30/2026	Check	V - 25075	GENESIS MEDICAL CENTER	875.00
208617	04/30/2026	Check	V - 16171	SHELLIE K. GUY	1,350.00
208618	04/30/2026	Check	V - 11475	HY-VEE FOOD STORE	1,429.68
208619	04/30/2026	Check	V - 15394	ILLINOIS ASSOCIATION OF SCHOOL PERSONNEL ADMIN	150.00
208620	04/30/2026	Check	V - 24570	IL DEPT. OF CENTRAL MANAGEMENT SVCS	650.00
208621	04/30/2026	Check	V - 18009	IL MUSIC EDUCATORS ASSOCIATION	300.00

CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - CHECK

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
208622	04/30/2026	Check	V - 17211	ILLINOIS SCHOOL FOR THE	442.50
208623	04/30/2026	Check	V - 25440	IMEG CORP	10,625.00
208624	04/30/2026	Check	V - 19769	KIWANIS INTERNATIONAL - ROCK ISLAND	180.00
208625	04/30/2026	Check	V - 26065	L&M ACCOUNTS	635.68
208626	04/30/2026	Check	V - 26013	LARSON BAND INSTRUMENT REPAIR	1,385.36
208627	04/30/2026	Check	V - 26633	LEO KELLY ART INC	300.00
208628	04/30/2026	Check	V - 20947	LOFFREDO FRESH PRODUCE CO., INC.	15,218.10
208629	04/30/2026	Check	V - 23032	MAKING FRIENDS WELCOME SERVICE, INC.	24.00
208630	04/30/2026	Check	V - 25452	MANDARICH LAW GROUP	407.25
208631	04/30/2026	Check	V - 14673	MENARDS, INC.	241.86
208632	04/30/2026	Check	V - 24455	MIKE BOTTS	625.00
208633	04/30/2026	Check	V - 25860	MOBYMAX EDUCATION, LLC	156.00
208634	04/30/2026	Check	V - 22505	MUSIC THEATRE INTERNATIONAL	2,438.03
208635	04/30/2026	Check	V - 19278	MVP AUTO CENTER & RENTAL	2,501.01
208636	04/30/2026	Check	V - 12610	NATIONAL HEAD START ASSOC II	1,000.00
208637	04/30/2026	Check	V - 10613	OFFICE MACHINE CONSULTANT	2,819.54
208638	04/30/2026	Check	V - 23563	RYAN C. OHR	900.00
208639	04/30/2026	Check	V - 24456	ONE STEP INC	1,644.72
208640	04/30/2026	Check	V - 10620	ORIENTAL TRADING COMPANY, INC.	66.65
208641	04/30/2026	Check	V - 19416	PAPA JOHN'S OF IOWA	2,754.00
208642	04/30/2026	Check	V - 12489	THE PAPER CORPORATION	2,825.60
208643	04/30/2026	Check	V - 25389	PEPSI-COLA OF ROCK ISLAND	336.32
208644	04/30/2026	Check	V - 10639	PERMA-BOUND BOOKS	4,420.41
208645	04/30/2026	Check	V - 24976	POLK COUNTY SHERIFF	366.56
208646	04/30/2026	Check	V - 25748	QUALITY AWARDS & LAMINATING	1,684.70
208647	04/30/2026	Check	V - 18832	REALLY GOOD STUFF, LLC	1,753.72
208648	04/30/2026	Check	V - 24094	ROCK ISLAND MILAN EDUCATION FOUNDATION	1,000.00
208649	04/30/2026	Check	V - 16979	ROCK ISLAND ROTARY	200.00
208650	04/30/2026	Check	V - 10706	REGIONAL OFFICE OF EDUCATION-MOLINE	9,900.00
208651	04/30/2026	Check	V - 23239	RUSSELL CONSTRUCTION COMPANY	161,810.12
208652	04/30/2026	Check	V - 21824	SCHOOL OUTFITTERS LLC	1,459.48
208653	04/30/2026	Check	V - 10476	SCHOOL SPECIALTY, INC.	257.29
208654	04/30/2026	Check	V - 25582	SCOTT COUNTY SHERIFF	50.04
208655	04/30/2026	Check	V - 24530	SPORTS IMPORTS, INC	5,093.45
208656	04/30/2026	Check	V - 24334	STAGE LIGHTING STORE LLC	329.85
208657	04/30/2026	Check	V - 24811	STEVE WEISS MUSIC INC.	2,741.50
208658	04/30/2026	Check	V - 20558	SUN LIFE FINANCIAL	1,628.52

CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - CHECK

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
208659	04/30/2026	Check	V - 19442	SUPER DUPER PUBLICATIONS	940.92
208660	04/30/2026	Check	V - 26125	TENNIS EXPRESS LLC	659.94
208661	04/30/2026	Check	V - 25536	TFD SUPPLIES	59.50
208662	04/30/2026	Check	V - 20539	TRANSITIONS	847.00
208663	04/30/2026	Check	V - 10477	PFG-THOMS PROESTLER CO./TPC	244.12
208664	04/30/2026	Check	V - 15380	TRI-STATE TRAVEL	1,960.00
208665	04/30/2026	Check	V - 26017	TROPHY WORLD, INC.	792.36
208666	04/30/2026	Check	V - 24843	WI SCTF	100.00
208667	04/30/2026	Check	V - 10945	XEROX CORPORATION	20,240.87
208668	04/30/2026	Check	V - 11948	ZANER BLOSER, INC	2,458.50
208669	04/30/2026	Check	V - 26637	ZIGGURAT GROUP, PA	99.23

Total No. of Checks : 83				**Total Amount :**	**546,305.17**

ROCK ISLAND SCHOOLS

CHECK REGISTER FOR BH OBM - OBM CHECKS - ACH

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
671	05/06/2026	ACH	P - 96790	LOHMANN, RALPH AUGUST	18.42
672	05/06/2026	ACH	P - 97290	NIMMERS, TROY L	5.66

Total No. of Checks : 2				**Total Amount :**	**24.08**

CHECK REGISTER FOR BH OBM - OBM CHECKS - CHECK

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
38996	04/30/2026	Check	V - 10018	ADEL WHOLESALERS, INC.	433.82
38997	04/30/2026	Check	V - 26387	ADVANTAGE	700.00
38998	04/30/2026	Check	V - 10409	AT&T	276.65
38999	04/30/2026	Check	V - 12747	B & B HARDWARE	41.13
39000	04/30/2026	Check	V - 26487	CORDOGAN CLARK & ASSOCIATES, INC	5,207.25
39001	04/30/2026	Check	V - 15518	CRAWFORD COMPANY	500.00
39002	04/30/2026	Check	V - 22315	GRAVES ENVIRONMENTAL, INC.	600.00
39003	04/30/2026	Check	V - 11230	ILLINOIS ASBO	300.00
39004	04/30/2026	Check	V - 23083	INTERSTATE BATTERY OF THE QUAD CITIES	313.90
39005	04/30/2026	Check	V - 23698	J.L. BRADY COMPANY, LLC	730.00
39006	04/30/2026	Check	V - 18292	LOWE'S	424.34
39007	04/30/2026	Check	V - 10428	MIDAMERICAN ENERGY COMPANY	176.51
39008	04/30/2026	Check	V - 23535	MTI DISTRIBUTING	28,386.78
39009	04/30/2026	Check	V - 25119	O'REILLY AUTO PARTS	33.04
39010	04/30/2026	Check	V - 10614	OLDS BOILER & WELDING SERVICE	8,059.43
39011	04/30/2026	Check	V - 24361	QC CUSTOM TEES & MORE	2,013.75
39012	04/30/2026	Check	V - 10722	CITY OF ROCK ISLAND	8,779.92
39013	04/30/2026	Check	V - 15967	TRANE	825.00
39014	04/30/2026	Check	V - 10849	TREVOR HARDWARE, INC.	14.97

Total No. of Checks : 19				**Total Amount :**	**57,816.49**

Report Code: AP_CHECKREG

Search Criteria:

Fiscal Year	**: 2026**
FY Period - Task	**: 10 - A4**
Start Due Date	**: None**
End Due Date	**: None**
Check Date	**: 04/30/2026**
Reprint Check Date	**: None**
Separate Check for Each Fund	**: No**
Group By	**: FIN_INST_ACCT_ID, FIN_INST_TRAN_SOURCE**
Sort By	**: VENDOR_SHORT_NAME**
Sort Employee Checks By Pay Location	**: No**

ROCK ISLAND SCHOOLS

CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - ACH

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
4501	05/06/2026	ACH	V - 25713	AMALGAMATED BANK OF CHICAGO	750,493.75
4502	05/06/2026	ACH	V - 25525	AMAZON.COM SERVICES, INC.	42,958.28
4503	05/06/2026	ACH	V - 12539	AMERICAN ARBITRATION ASSOCIATION, INC	200.00
4504	05/06/2026	ACH	V - 26513	BSN SPORTS LLC	3,580.48
4505	05/06/2026	ACH	V - 10131	CAROLINA BIOLOGICAL SUPPLY	782.20
4506	05/06/2026	ACH	V - 17243	CDW GOVERNMENT, INC.	45,826.30
4507	05/06/2026	ACH	V - 10174	CONES REPAIR SERVICE, INC.	879.35
4508	05/06/2026	ACH	V - 26138	CONNECTWISE LLC	3,120.00
4509	05/06/2026	ACH	V - 25711	CULLIGAN OF DAVENPORT	88.45
4510	05/06/2026	ACH	V - 18471	DELL INC.	15,097.21
4511	05/06/2026	ACH	V - 10221	DEMCO EDUCATIONAL CORP.	194.61
4512	05/06/2026	ACH	V - 25757	IMAGINE LEARNING LLC	5,000.00
4513	05/06/2026	ACH	V - 26108	EMPIRICAL EDUCATION, INC.	40,000.00
4514	05/06/2026	ACH	V - 26250	FOLLETT CONTENT SOLUTIONS	1,522.09
4515	05/06/2026	ACH	V - 12004	THE PROPHET CORPORATION	199.01
4516	05/06/2026	ACH	V - 26485	IDG ARCHITECTS + PARTNERS INC	25,484.11
4517	05/06/2026	ACH	V - 12439	ILLINOIS PRINCIPALS ASSOCIATION	1,123.00
4518	05/06/2026	ACH	V - 25375	ITEK INTERPRETING SOLUTIONS, LLC	6,295.05
4519	05/06/2026	ACH	V - 18269	J.W. PEPPER & SON	3,637.09
4520	05/06/2026	ACH	V - 24278	JOSTENS, INC	562.00
4521	05/06/2026	ACH	V - 24935	JUMPCLOUD INC.	1.10
4522	05/06/2026	ACH	V - 14572	KAPCO	512.88
4523	05/06/2026	ACH	V - 24908	KOHL WHOLESALE	18,594.71
4524	05/06/2026	ACH	V - 25922	LAKESHORE LEARNING MATERIALS, LLC	1,089.98
4525	05/06/2026	ACH	V - 25213	LEGAT ARCHITECTS, INC	750.00
4526	05/06/2026	ACH	V - 15989	MAINSTREAMUSA INC.	9,573.43
4527	05/06/2026	ACH	V - 23189	MULTI-HEALTH SYSTEMS, INC.	275.00
4528	05/06/2026	ACH	V - 26008	PAN-O-GOLD BAKING CO.	2,879.70
4529	05/06/2026	ACH	V - 24216	PROJECT LEAD THE WAY, INC	2,700.00
4530	05/06/2026	ACH	V - 25751	QUALITY CONTROLLED STAFFING, INC.	5,620.06
4531	05/06/2026	ACH	V - 23443	READING HORIZONS	6,036.00
4532	05/06/2026	ACH	V - 25681	SHI INTERNATIONAL CORP	183,359.97
4533	05/06/2026	ACH	V - 19712	STAPLES ADVANTAGE	2,123.45
4534	05/06/2026	ACH	V - 18768	TRI-CITY ELECTRIC CO. OF IOWA	1,975.41
4535	05/06/2026	ACH	V - 20891	UNITED PARCEL SERVICE	31.18
4536	05/06/2026	ACH	V - 20134	WEST MUSIC	4,759.93

Total No. of Checks : 36 **Total Amount : 1,187,325.78**

ROCK ISLAND SCHOOLS

CHECK REGISTER FOR BH OBM - OBM CHECKS - ACH

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
673	05/06/2026	ACH	V - 25525	AMAZON.COM SERVICES, INC.	59.34
674	05/06/2026	ACH	V - 17235	GREENWOOD CLEANING SYSTEMS, IN	50,059.36
675	05/06/2026	ACH	V - 26598	J & M HARDWARE INC	477.42
676	05/06/2026	ACH	V - 10568	KONE INC.	2,557.40
677	05/06/2026	ACH	V - 24232	LAKEWOOD ELECTRIC & GENERATOR SVC, INC	8,280.00
678	05/06/2026	ACH	V - 23695	MIDWEST ALARM SERVICES	9,821.24

Total No. of Checks : 6				**Total Amount :**	**71,254.76**

Report Code: AP_CHECKREG

Search Criteria:

Fiscal Year	**: 2026**
FY Period - Task	**: 10 - A5**
Start Due Date	**: None**
End Due Date	**: None**
Check Date	**: 04/30/2026**
Reprint Check Date	**: None**
Separate Check for Each Fund	**: No**
Group By	**: FIN_INST_ACCT_ID, FIN_INST_TRAN_SOURCE**
Sort By	**: VENDOR_SHORT_NAME**
Sort Employee Checks By Pay Location	**: No**

ROCK ISLAND SCHOOLS

CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - ACH

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
4537	05/01/2026	ACH	V - 26444	AMERITAS LIFE INSURANCE CORP	39,669.66
4538	05/01/2026	ACH	V - 26020	ANNA THIRTYACRE	300.00
4539	05/01/2026	ACH	V - 26278	COMBINED INSURANCE COMPANY OF AMERICA	2,327.62
4540	05/01/2026	ACH	V - 26107	CWK NETWORK, INC.	65,420.00
4541	05/01/2026	ACH	V - 11015	IMRF ACCOUNT	12,626.22
4542	05/01/2026	ACH	V - 25409	OPEN UP RESOURCES	4,775.00
4543	05/01/2026	ACH	V - 26286	RELIANCE STANDARD LIFE INSURANCE COMPANY	21,385.31

Total No. of Checks : 7 **Total Amount : 146,503.81**

CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - CHECK

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
208670	04/30/2026	Check	V - 11013	AFSCME COUNCIL 31	2,173.23
208671	04/30/2026	Check	V - 11658	ROCK ISLAND FITNESS AND	883.20
208672	04/30/2026	Check	V - 17600	ROCK ISLAND SCHOOL DISTRICT 41	157.23
208673	04/30/2026	Check	V - 10721	ROCK ISLAND BOARD OF EDUCATION	60.00
208674	04/30/2026	Check	V - 18465	ROCK ISLAND SCHOOL DISTRICT 41	820,368.76

Total No. of Checks : 5 **Total Amount : 823,642.42**

ROCK ISLAND SCHOOLS

CHECK REGISTER FOR BH HEALTH INS - HEALTH INSURANCE - ACH

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
84	05/01/2026	ACH	V - 18449	WORTHINTON-OLSON, INC.	173.50

Total No. of Checks : 1 **Total Amount : 173.50**

ROCK ISLAND SCHOOLS

CHECK REGISTER FOR BH OBM - OBM CHECKS - CHECK

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
39015	04/30/2026	Check	V - 18465	ROCK ISLAND SCHOOL DISTRICT 41	40,671.62

Total No. of Checks : 1 **Total Amount : 40,671.62**

Report Code: AP_CHECKREG

Search Criteria:

Fiscal Year	**: 2026**
FY Period - Task	**: 10 - A6**
Start Due Date	**: None**
End Due Date	**: None**
Check Date	**: 04/30/2026**
Reprint Check Date	**: None**
Separate Check for Each Fund	**: No**
Group By	**: FIN_INST_ACCT_ID, FIN_INST_TRAN_SOURCE**
Sort By	**: VENDOR_SHORT_NAME**
Sort Employee Checks By Pay Location	**: No**

ROCK ISLAND SCHOOLS

CHECK REGISTER FOR BH EDUCATION - VENDOR CHECKS - CHECK

Report Code: AP_CHECKREG

CHECK NO.	CHECK DATE	TYPE	VENDOR TYPE - ID	VENDOR NAME	AMOUNT
208586	04/20/2026	Check	V - 23281	QUAD CITY RIVER BANDITS	975.00

Total No. of Checks : 1 **Total Amount : 975.00**

Report Code: AP_CHECKREG

Search Criteria:

Fiscal Year	**: 2026**
FY Period - Task	**: 10 - A9**
Start Due Date	**: None**
End Due Date	**: None**
Check Date	**: 04/20/2026**
Reprint Check Date	**: None**
Separate Check for Each Fund	**: No**
Group By	**: FIN_INST_ACCT_ID, FIN_INST_TRAN_SOURCE**
Sort By	**: VENDOR_SHORT_NAME**
Sort Employee Checks By Pay Location	**: No**

RIMSD 41 List of Donations 05.12.2026

Donor	Date	Amount	School	Purpose
Girls on the Run QC	4/22/26	$1,000.00	RIHS	Rocky Resource Room
Modern Woodman of America	5/3/2026	Non-Monetary 64 boxes of three hold punched copy paper	District	District wide
Rock Island - Milan Educatioin Foundation	5/4/2026	Non-Monetary - Anatomage Table	RIHS	
		$1,000.00		

Proposal for Overnight/Extended Student Trips (Athletic)

Email Address	*eddie.williams@rimsd41.org*
Type of Trip	*IHSA Girls Track and Field*
Proposed Departure Date	*May 21, 2026*
Return Date	*May 23, 2026*
Proposer	*Eddie Williams*
School	*RIHS*
Position	*Head Coach Girls Track and Field*
Date By Which Response Is Needed	*May 16, 2026*
What is the major place to be visited or event to be attended?	*Eastern Illinois University*
How is the trip related to the educational program of the District?	*Participation in the IHSA*
In what ways will the students benefit?	*Participating at the State Track Meet beneficial for competition and college recruiting.*
In what ways will the District benefit?	*Positive exposure for our student athletes at the top level.*
How will the trip be evaluated to determine the extent to which these benefits were realized?	*Based off their performance at the IHSA State Series.*
Which students (grade, class, or organization) will be going?	*Girls Track and Field athletes that qualify for the state meet.*
How many students in total?	*25*
How many students are currently experiencing academic problems?	*1*
Which staff members will be in charge?	*Eddie Williams and staff*
What previous experience has the staff member had in conducting overnight or extended field trips?	*We participate in overnight trips annually with Track and Field.*
What other staff members will be going?	*Ellery Stewart, Joe Woods, Tammy Rice, Anthony Pena*
How many chaperones, in addition to staff members, will be going?	*ShaTavia Lowery*

Email Address	*eddie.williams@rimsd41.org*
Type of Trip	*IHSA Girls Track and Field*
Proposed Departure Date	*May 21, 2026*
Return Date	*May 23, 2026*
What are their names and affiliations with the students?	*Volunteer coach*
How many days of school will be missed?	*2 day*
How will teachers be advised in advance that the students will be out of school?	*Student are to notify teacher prior to leaving and get school work that they will miss.*
How will missed work be made up?	*Student are to notify teacher prior to leaving and get school work that they will miss.*
What special assistance will be provided to students with academic problems?	*We will be reaching out teachers to get work that will be missed.*
What is the destination?	*Eastern Illinois University*
What will be the mode of transportation? What liability insurance does the carrier have?	*Charter bus*
Where will the group be housed and fed?	*Unique Suites, Charleston IL*
What enroute or supplementary activities are planned?	*None at the moment*
What arrangements have been made for dealing with emergency situations?	*I have all emergency contact and will make necessary communication should an emergency would arise.*
If tour guides are involved, what liability insurance do they carry?	*NA*
What is the estimated total cost and cost per student?	*300*
What is the source of funds?	*Athletics and Track Fund Account*
How will the funds be collected and safeguarded?	*They are are already in their respective account.*
How will any shortfall be made up or excess funds used?	*The program will cover the cost of food.*
What provision has been made for students who are financially unable to pay any necessary costs?	*The program will cover the cost of food.*

Email Address	*eddie.williams@rimsd41.org*
Type of Trip	*IHSA Girls Track and Field*
Proposed Departure Date	*May 21, 2026*
Return Date	*May 23, 2026*
How will you communicate to parents prior to, during, and after the trip?	*Parents will be notified via email, and parent group chat.*
List telephone numbers at destination where group will be housed.	*(217) 348-8161*
What information will be provided to the media and the community?	*Result are live updated on athletic.net as well as updated to the Team Facebook page.*
Athletic Director Approval (Athletic trips only)	Approved by *Mike Emendorfer*
Principal approval	Approved by *Patricia Ulrich*
Superintendent/Designee approval	Approved by *Scott Vance* on 04/27/26
Signature of School Board Representative	

Proposal for Overnight/Extended Student Trips (Athletic)

Email Address	*marc.polite@rimsd41.org*
Type of Trip	*Summer Basketball Events*
Proposed Departure Date	*Jun 12, 2026*
Return Date	*Jun 13, 2026*
Proposer	*Marc Polite*
School	*RIHS*
Position	*Head Boys Basketball Coach*
Date By Which Response Is Needed	*Jun 01, 2026*
What is the major place to be visited or event to be attended?	*Riverside Brookfield High School*
How is the trip related to the educational program of the District?	*Team bonding and college opportunities for our student athletes*
In what ways will the students benefit?	*Students will be allows to compete in front of college coaches.*
In what ways will the District benefit?	*Students will be exposed to a different environment and learning opportunities.*
How will the trip be evaluated to determine the extent to which these benefits were realized?	*Fromt he feeback that we will see.*
Which students (grade, class, or organization) will be going?	*Prospective varsity basketball players*
How many students in total?	*10*
How many students are currently experiencing academic problems?	*None and it will take place when school is not in session*
Which staff members will be in charge?	*Basketball Coaching Staff - Marc Polite*
What previous experience has the staff member had in conducting overnight or extended field trips?	*I have been coaching for over 20 years and have led these type of trips.*
What other staff members will be going?	*Assistant coaches from the basketball program.*
How many chaperones, in addition to staff members, will be going?	*3 Coaches*
What are their names and affiliations with the	*Michael Crawford - Assistant Coach*

Email Address	*marc.polite@rimsd41.org*
Type of Trip	*Summer Basketball Events*
Proposed Departure Date	*Jun 12, 2026*
Return Date	*Jun 13, 2026*
students?	*Marquis Rodgers - Assistant Coach*
How many days of school will be missed?	*None*
How will teachers be advised in advance that the students will be out of school?	*N/A*
How will missed work be made up?	*N/A*
What special assistance will be provided to students with academic problems?	*N/A*
What is the destination?	*Brookfield, IL*
What will be the mode of transportation? What liability insurance does the carrier have?	*District activity bus*
Where will the group be housed and fed?	*Travel arrangements will be finalized closer to the event.*
What enroute or supplementary activities are planned?	*N/A*
What arrangements have been made for dealing with emergency situations?	*Parent contact information is stored per district athletic policies.*
If tour guides are involved, what liability insurance do they carry?	*N/A*
What is the estimated total cost and cost per student?	*Just cost of transportation*
What is the source of funds?	*Boys Basketball fundraising account*
How will the funds be collected and safeguarded?	*N/A*
How will any shortfall be made up or excess funds used?	*N/A*
What provision has been made for students who are financially unable to pay any necessary costs?	*Boys basketball fundraising account.*
How will you communicate to parents prior to, during, and after the trip?	*Calendars and schedules are provided prior to the event along with our main communications*

Email Address	*marc.polite@rimsd41.org*
Type of Trip	*Summer Basketball Events*
Proposed Departure Date	*Jun 12, 2026*
Return Date	*Jun 13, 2026*
	platforms.
List telephone numbers at destination where group will be housed.	*Will be finalized closer to event.*
What information will be provided to the media and the community?	*N/A.*
Athletic Director Approval (Athletic trips only)	Approved by *Mike Emendorfer*
Principal approval	Approved by *Patricia Ulrich*
Superintendent/Designee approval	Approved by *Scott Vance* on 05/07/26
Signature of School Board Representative	

Proposal for Overnight/Extended Student Trips (Athletic)

Email Address	*henry.hall@rimsd41.org*
Type of Trip	*Girls Basketball Shootout (Windmill City Weekend Shootout)*
Proposed Departure Date	*Jun 18, 2026*
Return Date	*Jun 19, 2026*
Proposer	*Henry Hall*
School	*RIHS*
Position	*Head Girls Basketball Coach*
Date By Which Response Is Needed	*May 26, 2026*
What is the major place to be visited or event to be attended?	*Batavia HS. (playing in the Windmill City Weekend Shootout*
How is the trip related to the educational program of the District?	*N/A*
In what ways will the students benefit?	*Improving our Varsity Basketball team*
In what ways will the District benefit?	*Promotes our school and program*
How will the trip be evaluated to determine the extent to which these benefits were realized?	*Improvement of our basketball team*
Which students (grade, class, or organization) will be going?	*HS Varsity Girls Basketball players grades 9th thru 12th*
How many students in total?	*15*
How many students are currently experiencing academic problems?	*None*
Which staff members will be in charge?	*Henry Hall, Larry Hall, Betty Hall (Girls Varsity Staff)*
What previous experience has the staff member had in conducting overnight or extended field trips?	*We take our team to the State Farm Holiday Tourney every year.*
What other staff members will be going?	*Larry Hall, Betty Hall*
How many chaperones, in addition to staff members, will be going?	*1*
What are their names and affiliations with the students?	*Mike Randle. Assistant Girls Sophomore Head Coach*

Email Address	*henry.hall@rimsd41.org*
Type of Trip	*Girls Basketball Shootout (Windmill City Weekend Shootout)*
Proposed Departure Date	*Jun 18, 2026*
Return Date	*Jun 19, 2026*
How many days of school will be missed?	*none*
How will teachers be advised in advance that the students will be out of school?	*N/A*
How will missed work be made up?	*N/A*
What special assistance will be provided to students with academic problems?	*N/A*
What is the destination?	*Batavia, Illinois*
What will be the mode of transportation? What liability insurance does the carrier have?	*Athletic Activity Van*
Where will the group be housed and fed?	*Comfort Inn. Feel by Varsity Staff*
What enroute or supplementary activities are planned?	*N/A*
What arrangements have been made for dealing with emergency situations?	*We have all parents on REMIND and BAND, GOOGLE CLASSROOM, and have emergency numbers on Healthy Roster*
If tour guides are involved, what liability insurance do they carry?	*N/A*
What is the estimated total cost and cost per student?	*$1,000*
What is the source of funds?	*Girls Basketball Development Fund*
How will the funds be collected and safeguarded?	*N/A*
How will any shortfall be made up or excess funds used?	*N/A*
What provision has been made for students who are financially unable to pay any necessary costs?	*N/A*
How will you communicate to parents prior to, during, and after the trip?	*Remind, BAND, Google Classroom, Summer Basketball Calendar*

Email Address	*henry.hall@rimsd41.org*
Type of Trip	*Girls Basketball Shootout (Windmill City Weekend Shootout)*
Proposed Departure Date	*Jun 18, 2026*
Return Date	*Jun 19, 2026*
List telephone numbers at destination where group will be housed.	*(309) 781-7444*
What information will be provided to the media and the community?	*Twitter, Instagram, Lady Rocks Facebook Page*
Athletic Director Approval (Athletic trips only)	Approved by *Mike Emendorfer*
Principal approval	Approved by *Patricia Ulrich*
Superintendent/Designee approval	Approved by *Scott Vance* on 05/07/26
Signature of School Board Representative	

Proposal for Overnight/Extended Student Trips (Athletic)

Email Address	*marc.polite@rimsd41.org*
Type of Trip	*Summer Basketball Tournament*
Proposed Departure Date	*Jun 26, 2026*
Return Date	*Jun 27, 2026*
Proposer	*Marc Polite*
School	*RIHS*
Position	*Head Basketball Coach*
Date By Which Response Is Needed	*Jun 01, 2026*
What is the major place to be visited or event to be attended?	*Ridgewood High School*
How is the trip related to the educational program of the District?	*Summer Boys Basketball Development*
In what ways will the students benefit?	*Students will be allows to compete in front of college coaches.*
In what ways will the District benefit?	*Students will be exposed to a different environment and learning opportunities.*
How will the trip be evaluated to determine the extent to which these benefits were realized?	*Fromt he feeback that we will see.*
Which students (grade, class, or organization) will be going?	*Prospective varsity basketball players*
How many students in total?	*10*
How many students are currently experiencing academic problems?	*None and it will take place when school is not in session*
Which staff members will be in charge?	*Basketball Coaching Staff - Marc Polite*
What previous experience has the staff member had in conducting overnight or extended field trips?	*I have been coaching for over 20 years and have led these type of trips.*
What other staff members will be going?	*Assistant coaches from the basketball program.*
How many chaperones, in addition to staff members, will be going?	*3 Coaches*
What are their names and affiliations with the	*Michael Crawford - Assistant Coach*

Email Address	*marc.polite@rimsd41.org*
Type of Trip	*Summer Basketball Tournament*
Proposed Departure Date	*Jun 26, 2026*
Return Date	*Jun 27, 2026*
students?	*Marquis Rodgers - Assistant Coach*
How many days of school will be missed?	*N/A*
How will teachers be advised in advance that the students will be out of school?	*N/A*
How will missed work be made up?	*N/A*
What special assistance will be provided to students with academic problems?	*N/A*
What is the destination?	*Ridgewood, IL*
What will be the mode of transportation? What liability insurance does the carrier have?	*District Activity Bus or Approved Travel Through Althletics*
Where will the group be housed and fed?	*Travel arrangements will be finalized closer to the event.*
What enroute or supplementary activities are planned?	*N/A*
What arrangements have been made for dealing with emergency situations?	*Parent contact information is stored per district athletic policies.*
If tour guides are involved, what liability insurance do they carry?	*N/A*
What is the estimated total cost and cost per student?	*Just cost of transportation from the district. All other items are paid.*
What is the source of funds?	*Boys basketball fundraising account.*
How will the funds be collected and safeguarded?	*N/A*
How will any shortfall be made up or excess funds used?	*Boys Basketball fundraising account*
What provision has been made for students who are financially unable to pay any necessary costs?	*All items are covered.*
How will you communicate to parents prior to, during, and after the trip?	*Calendars and schedules are provided prior to the event along with our main communications*

Email Address	*marc.polite@rimsd41.org*
Type of Trip	*Summer Basketball Tournament*
Proposed Departure Date	*Jun 26, 2026*
Return Date	*Jun 27, 2026*
	platforms.
List telephone numbers at destination where group will be housed.	*Will be finalized closer to event.*
What information will be provided to the media and the community?	*N/A*
Athletic Director Approval (Athletic trips only)	Approved by *Mike Emendorfer*
Principal approval	Approved by *Patricia Ulrich*
Superintendent/Designee approval	Approved by *Scott Vance* on 05/07/26
Signature of School Board Representative	

Proposal for Overnight/Extended Student Trips (Academic)

Email Address	*scott.voigt@rimsd41.org*
Type of Trip	*Music Department*
Proposed Departure Date	*Mar 14, 2027*
Return Date	*Mar 21, 2027*
Proposer	*Scott Voigt*
School	*RIHS*
Position	*Director of Choirs*
Date By Which Response Is Needed	*May 15, 2026*
What is the major place to be visited or event to be attended?	*Walt Disney World*
How is the trip related to the educational program of the District?	*Students refine musicality, sight-reading, and ensemble skills while learning soundtrack recording techniques from industry professionals through Disney's Imagination Campus workshops*
In what ways will the students benefit?	*Music workshop with industry professionals, team building, enrichment through travel experiences*
In what ways will the District benefit?	*Traveling together fosters camaraderie and boosts morale for the music program, encouraging higher student retention.*
How will the trip be evaluated to determine the extent to which these benefits were realized?	*Educator and student reflection on experiences; assessment of performance by industry professionals at Disney workshop*
Which students (grade, class, or organization) will be going?	*Band, choir, and orchestra students in grades 9-12*
How many students in total?	*80-100*
How many students are currently experiencing academic problems?	*Difficult to assess until students register for the trip*
Which staff members will be in charge?	*Scott Voigt*
What previous experience has the staff member had in conducting overnight or extended field trips?	*I have led multiple overnight trips with music groups to New York City, Orlando, and New Orleans in the last 20 years*
What other staff members will be going?	*Derek Ross, Cameron Kotovsky, and Felicia Phillips*

Email Address	*scott.voigt@rimsd41.org*
Type of Trip	*Music Department*
Proposed Departure Date	*Mar 14, 2027*
Return Date	*Mar 21, 2027*
How many chaperones, in addition to staff members, will be going?	*15-20*
What are their names and affiliations with the students?	*We do not yet know which students and chaperones will register for the trip*
How many days of school will be missed?	*None - the trip will be during the first week of spring intercession*
How will teachers be advised in advance that the students will be out of school?	*not applicable*
How will missed work be made up?	*not applicable*
What special assistance will be provided to students with academic problems?	*not applicable*
What is the destination?	*Walt Disney World, Orlando, Florida*
What will be the mode of transportation? What liability insurance does the carrier have?	*Charter motor coach. We anticipate using Windstar Lines, which carries $10,000,000 in commercial motor coach liability insurance. A certificate of insurance is available upon request.* *If the carrier changes, Group Dynamic Tours will provide updated carrier and insurance information.*
Where will the group be housed and fed?	*Pop Century resort on the Walt Disney World property. Students will eat meals within the parks*
What enroute or supplementary activities are planned?	*Students will be staying overnight near Atlanta, GA, on the way to FL. On the way home they will drive straight through. No additional activities are planned enroute.*
What arrangements have been made for dealing with emergency situations?	*Student supervision and emergency decision-making will be the responsibility of district staff and approved chaperones, using the district's normal emergency procedures.* *Group Dynamic Tours will assist with logistics, location-specific guidance, vendor communication,*

Email Address	*scott.voigt@rimsd41.org*
Type of Trip	*Music Department*
Proposed Departure Date	*Mar 14, 2027*
Return Date	*Mar 21, 2027*
	transportation adjustments, and other operational support to preserve trip inclusions as much as possible. Medical, legal, disciplinary, and parent/guardian communication decisions remain with the adults in charge of the group.
If tour guides are involved, what liability insurance do they carry?	*Group Dynamic Tours, a d/b/a of Feirer Enterprises, Inc., is the tour operator and on-site trip coordinator. Group Dynamic Tours carries professional liability coverage through West Bend and a $500,000 Errors and Omissions policy through PHLY.*
What is the estimated total cost and cost per student?	*$2,100*
What is the source of funds?	*Fundraising, payments from families*
How will the funds be collected and safeguarded?	*Students will bring fundraising monies to directors to account; directors will deposit into activity accounts at the high school.*
How will any shortfall be made up or excess funds used?	*We do not anticipate a shortfall; excess funds will be redistributed back to familes.*
What provision has been made for students who are financially unable to pay any necessary costs?	*Not every student will go on the trip*
How will you communicate to parents prior to, during, and after the trip?	*Prior to the trip, communication with parents will be via Remind.* *Trip leaders and Group Dynamic Tours both have access to make announcements through the GroupCollect platform, which can be used for trip-related updates, reminders, and payment/registration communication. During the trip, Group Dynamic Tours will support operational updates as needed.*
List telephone numbers at destination where group will be housed.	*We plan to stay at these locations: Fairfield Inn & Suites, Kennesaw, Georgia, 770-427-9700 Disney's*

Email Address	*scott.voigt@rimsd41.org*
Type of Trip	*Music Department*
Proposed Departure Date	*Mar 14, 2027*
Return Date	*Mar 21, 2027*
	Pop Century Resort, 407-938-4000 If lodging changes, Group Dynamic Tours will provide updated hotel contact information.
What information will be provided to the media and the community?	*Group Dynamic Tours will not independently provide information to the media or community.*
Athletic Director Approval (Athletic trips only)	Approved by
Principal approval	Approved by *Patricia Ulrich*
Superintendent/Designee approval	Approved by *Scott Vance* on 05/08/26
Signature of School Board Representative	

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Annaka Whiting, Chief Financial Officer
Date: May 12, 2026
Re: Amazon Supply Purchases – FY2026 Increase

Since Amazon's integration with the Omnia cooperative purchasing program, the District has experienced a steady and intentional shift in purchasing activity. This integration allows Amazon to serve as a direct purchasing platform where competitively bid pricing from a wide range of vendors is made available to the District, ensuring access to the best available pricing without the need to purchase separately through multiple suppliers. As a result, staff have been able to streamline purchasing while maintaining cost efficiency. The District is requesting an increase to the Amazon purchasing threshold to $690,000, up from the current not-to-exceed amount of $525,000, which was originally approved by the Board on May 13, 2025.

This trend is reflected in our purchasing history, with Amazon expenditures increasing from $533,866.31 in FY2023, to $613,308.28 in FY2024, and $648,368.19 in FY2025. At the same time, spending with traditional vendors has significantly declined. Staples expenditures decreased from $530,322.25 in FY2023 to $102,934.63 in FY2024, $44,956.80 in FY2025, and $6,500 in FY2026 to date. Office Depot has seen a similar reduction, from $11,893.55 in FY2023 to minimal usage in subsequent years. While some specialized purchases continue through vendors such as The Paper Corporation ($73,000 in FY2025; $20,000 in FY2026 to date), the overall purchasing strategy has clearly shifted toward Amazon.

In addition to the pricing advantages of the Omnia integration, increasing the District's total spend with Amazon as a streamlined vendor allows us to receive rebate incentives based on annual purchasing volume, further enhancing overall cost savings. Based on these trends, increasing the purchasing threshold to $690,000 aligns with actual operational needs, supports continued cost-effective procurement, and reduces the need for repeated Board approvals throughout the fiscal year.

It is recommended that the Board of Education approve an increase to the spending threshold for Amazon to $690,000 for the remainder of the fiscal year.

Investment Period: July 1, 2025 – June 30, 2026
Total Investment: Not to Exceed $690,000
Funding Source: District Funds

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Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Annaka Whiting, Chief Financial Officer
Date: May 12, 2026
Re: Amazon Supply Purchases – FY2027 Approval

Amazon.com is included in the Omnia Partners purchasing cooperative that the District participates in. Omnia Partners' contracts are competitively solicited, evaluated, and awarded by a government entity acting as the lead agency. The lead agency prepares a competitive solicitation that incorporates language to ensure the agreement is accessible nationally to agencies in states that allow intergovernmental contract usage. This process ensures that the District can make purchases from Amazon.com with confidence that pricing is competitive, customer service is responsive, and delivery times are efficient.

By utilizing Amazon.com through this cooperative agreement, the District is able to streamline procurement for a wide range of instructional, operational, and administrative supplies. This supports the District's strategic goals of fiscal responsibility, operational efficiency, and equitable access to resources across all campuses. In addition, Amazon's extensive inventory enables staff to respond quickly to emerging needs, reducing delays that may impact classroom instruction or daily operations. In addition, Amazon has recently integrated Omnia as a direct purchasing platform ensuring access to the best available pricing without the need to purchase separately through multiple suppliers.

We are seeking approval to continue utilizing Amazon as an approved vendor for various supply purchases throughout the District for Fiscal Year 2027, not to exceed $750,000.

Amazon purchase history:

FY2026 Approval	$690,000.00
FY2025	648,368.19
FY2024	$613,308.28
FY2023	$533,866.31

Investment Period: July 1, 2026 – June 30, 2027
Total Investment: Not to Exceed $750,000
Funding Source: District Funds

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Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Annaka Whiting, Chief Financial Officer
Date: May 12, 2026
Re: 2026 -27 School Year Board Travel

Board Policy 2:125, Board Member Compensation; Expenses, provides that the Board shall regulate the reimbursement of travel, meal, and lodging expenses by resolution and that, at the start of each fiscal year, the Superintendent shall recommend a maximum allowable reimbursement amount based on the District's budget and other financial considerations.

For the 2026–27 school year, it is recommended that the Board establish a cumulative annual cap of $20,000 for all Board member travel expenses combined. Historically, District expenditures in this area have ranged from approximately $13,000 to $21,000 annually.

This cap is intended to provide clear parameters for reasonable and necessary costs associated with Board-approved meetings, conferences, and professional development opportunities related to public school governance. This includes events such as Illinois Joint Annual Conference (ILJAC) in Chicago, the National School Boards Association Conference (CUBE), National Association of State Boards of Education (NASBE) conference (location varies annually), as well as local IASB meetings and training.

Consistent with Board policy, all travel expenses must be approved by roll call vote at an open meeting of the Board and submitted on the District's standardized expense forms with appropriate documentation.

It is recommended that the Board of Education approve the maximum allowable reimbursement for Board travel, meal, and lodging expenses for the 2026–27 school year, in accordance with Board Policy 2:125 be capped at $20,000.

Investment Period: 2026 - 27 School Year
Total Investment: $20,000
Funding Source: District Funds

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Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Troy Bevans, IT Director
Date: May 12th, 2026
Re: CDW-G Annual Purchases

To support the growing needs of instruction, operations, and overall efficiency, the Rock Island–Milan School District continues to prioritize strategic investments in technology for both students and staff. CDW-G, headquartered in Vernon Hills, Illinois, remains a key partner in these efforts and is an approved vendor through the Omnia Partners cooperative purchasing program.

Omnia Partners contracts are competitively bid, reviewed, and awarded by a designated lead public agency. This structure allows participating organizations, including our District, to take advantage of pre-negotiated national pricing, dependable service, and timely delivery, while eliminating the need to conduct a separate local bidding process.

The District regularly partners with CDW-G for a wide range of technology needs, including E-rate eligible equipment and services, Google Workspace licensing, interactive displays, network infrastructure, Adobe Creative Cloud subscriptions, and other essential purchases that support daily operations. During the 2025–2026 fiscal year, expenditures with CDW-G totaled approximately $180,000.00.

Looking ahead to the current fiscal year, anticipated technology needs such as student lab updates, E-rate purchases, and other device acquisitions are expected to continue. To accommodate these needs, it is recommended that the Rock Island–Milan Board of Education authorize purchases from CDW-G in an amount not to exceed $225,000.00. Funding for these purchases may come from district, grant, or federal sources, as appropriate.

Investment Period: July 1st, 2026 through June 30th, 2027
Total Investment: Not to Exceed $225,000.00
Funding Source: District, grant, or federal sources as appropriate

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Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Troy Bevans, IT Director
Date: May 12, 2026
Re: Dell Computer Corporation Annual Vendor Purchases

To maintain effective support for instruction, learning, and district operations, the Rock Island–Milan School District continues to invest in technology for students and staff. Dell Computer Corporation remains a key vendor in this work and is approved through the Omnia Partners cooperative purchasing program.

Omnia Partners contracts are competitively bid, reviewed, and awarded by a designated lead public agency. This cooperative approach allows the District to access pre-negotiated national pricing, dependable service, and efficient procurement timelines without conducting a separate local bid process.

During the 2025–2026 fiscal year, total expenditures with Dell were approximately $237,000.00, including the lease agreement for staff devices. Based on projected needs for the current fiscal year, including student lab updates and other technology purchases as needed, it is recommended that the Rock Island – Milan Board of Education authorize purchases from Dell Computer Corporation, 1 Dell Way-RR8, Round Rock, TX 78682, in an amount not to exceed $275,000.00. Funding for these purchases will be supported through district, grant, or federal sources, as appropriate.

Investment Period: July 1st, 2026 through June 30th, 2027
Total Investment: Not to Exceed $275,000.00
Funding Source: District, Grants, and Federal Funds

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Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Scott Vance, Assistant Superintendent for Teaching and Learning
Date: May 12, 2026
Re: Lakeshore Learning Materials, LLC

Lakeshore Learning Materials, LLC is a provider of various school related supplies, including school furniture, teaching supplies, arts/crafts supplies, etc. The RIMSD Head Start Program and elementary schools have used Lakeshore Learning for supplies and materials. Kindergarten classes in the district have used Lakeshore Learning as a source for supplemental instructional materials and supplies.

Looking back at historical purchases for the last three school years:

- 2024 - $24,947.76
- 2025 - $35,766.52
- 2026 - $21,663.34

The three year average is approximately $28,000 with a substantial increase from the school year 2024 to 2025. Based on the spending average and potential cost increases a slightly higher than average spending limit is justified, therefore it is recommended that a funding limit of $40,000.00 be approved. Funding for these purchases comes from the Head Start grant as well as other District funding sources, including PRIME grants.

It is recommended that the Board of Education approve Lakeshore Learning Materials, LLC., 2695 East Dominguez Street, Carson, CA, 90895, as an approved vendor with an expenditure limit not to exceed $40,000.00.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: Not to exceed $40,000.00
Funding Source: Federal and District Funds

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Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Annaka Whiting, Chief Financial Officer
Date: May 12, 2026
Re: Eugene Field Furniture Purchase

We are seeking Board approval to secure furniture for the new addition at Eugene Field Elementary. While construction on the project is just underway, early procurement of furniture is necessary to ensure cost certainty and avoid anticipated price increases.

The selected vendor, MiEN Company, has provided pricing through the OMNIA Partners cooperative purchasing program. Utilizing this cooperative ensures that the District is receiving competitive, pre-negotiated pricing in compliance with procurement requirements.

MiEN has indicated that current pricing is subject to increase if not secured promptly. However, they are willing to hold pricing and defer delivery until the project timeline allows for installation within the new addition. This approach allows the District to lock in pricing now without incurring storage or logistical challenges prior to readiness of the space.

The quote from MiEN Company includes $148,479.75 for essential furniture required for the new addition, along with an additional $35,980.65 for recommended items that are still under consideration. While the District has not finalized the need for these additional pieces, securing pricing at this time allows for flexibility and protection against anticipated cost increases.

The combined total of both categories is $184,460.40. To maintain flexibility for any necessary adjustments or additional items as the project progresses, staff is requesting Board approval for a not-to-exceed amount of $200,000.

It is recommended that the Board of Education approve the purchase of furniture for the new addition at Eugene Field from MiEN Company, 2547 3 Mile Road NW, Ste F, Grand Rapids, MI 49534 not to exceed $200,000.

Investment Period: July 1, 2026 – June 30, 2027
Total Investment: Not to Exceed $200,000
Funding Source: Capital Projects Fund

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MiEN Company
2547 3 Mile Rd NW, Ste F
Grand Rapids MI 49534
United States

Shipping Address:
TBD Shipping Address
United States

Mills Educational Interiors LLC
2155 N Elston Ave
Apt 225
Chicago IL 60614
United States

Quotation # SO27548

*** NOT ORDER READY ***

Quotation Date: 04/28/2026
Expiration: 06/27/2026
Salesperson: Christian Frank

Draft #: Draft 9
Project Name: Eugene Field Elementary
PriceList: 2026 List (USD)
Discount Structure: Discount 50/10 (55%)

Image	Description	Quantity	List Price	Disc. (%)	Net Price	Amount
	[THANKYOU] Care Package	1	$ 0.00	55.00	$ 0.00	$ 0.00
	[MISC-FEE-001] NCPA / OMNIA Contract Fee (2% of end user total)	1	$ 0.00	0.00	$ 0.00	$ 0.00
Classroom 144						
	[ADL-SVL-19-BF001] ADL Mid-Back Task Chair (18.75" - 23.75" SH) • Black Fabric Seat Pad	1	$ 765.00	55.00	$ 344.25	$ 344.25
	THX Teacher's Station, C-Leg • 54" x 35" Left-Hand Vinton • 28" - 34"h Height Adjustable (Set Screw) • HMU Pneumatic Side Table, 36" x 34" Vinton Bulb • No Power Unit Included (Sold Separately) • No Power Cut-Outs • 1 Grommet • With Modesty Panel • No Mobile Pedestal • No Mobile Caddy • Glides • TBD Laminate • TBD Edgeband *Single Grommet, Glides*	1	$ 3,487.00	55.00	$ 1,569.15	$ 1,569.15

MiEN Company
2547 3 Mile Rd NW, Ste F
Grand Rapids MI 49534
United States

Image	Description	Quantity	List Price	Disc. (%)	Net Price	Amount
	[TAURI-4LG-SZ6-N-N-TBD] Tauri 4-Leg Chair • Nylon Glides • Size 6 • TBD Shell	25	$ 227.00	55.00	$ 102.15	$ 2,553.75
	[PALC-SLC-3131-H-W-D] PAL Curved Leg Student Table (24.5 - 31.5"h) • 31" x 31" Slice • 1 Drawer • Wheelbarrow • Laminate A Selection: TBD Laminate A • TBD Edgeband *Casters add 2" to overall height, (26.5" - 33.5"h on Casters, 26.5" - 31.5"h on Wheelbarrow)s*	25	$ 662.00	55.00	$ 297.90	$ 7,447.50
					Subtotal	$ 11,914.65
Classroom 145						
	[PALC-SLC-3131-H-W-D] PAL Curved Leg Student Table (24.5 - 31.5"h) • 31" x 31" Slice • 1 Drawer • Wheelbarrow • Laminate A Selection: TBD Laminate A • TBD Edgeband *Casters add 2" to overall height, (26.5" - 33.5"h on Casters, 26.5" - 31.5"h on Wheelbarrow)s*	25	$ 662.00	55.00	$ 297.90	$ 7,447.50
	[TAURI-4LG-SZ6-N-N-TBD] Tauri 4-Leg Chair • Nylon Glides • Size 6 • TBD Shell	25	$ 227.00	55.00	$ 102.15	$ 2,553.75

MiEN Company
2547 3 Mile Rd NW, Ste F
Grand Rapids MI 49534
United States

Image	Description	Quantity	List Price	Disc. (%)	Net Price	Amount
	THX Teacher's Station, C-Leg • 54" x 35" Right-Hand Vinton • 28" - 34"h Height Adjustable (Set Screw) • HMU Pneumatic Side Table, 36" x 34" Vinton Bulb • No Power Unit Included (Sold Separately) • No Power Cut-Outs • 1 Grommet • With Modesty Panel • No Mobile Pedestal • No Mobile Caddy • Glides • TBD Laminate • TBD Edgeband *Single Grommet, Glides*	1	$ 3,487.00	55.00	$ 1,569.15	$ 1,569.15
	[ADL-SVL-19-BF001] ADL Mid-Back Task Chair (18.75" - 23.75" SH) • Black Fabric Seat Pad	1	$ 765.00	55.00	$ 344.25	$ 344.25
					Subtotal	$ 11,914.65
Classroom 146						
	[PALC-SLC-3131-H-W-D] PAL Curved Leg Student Table (24.5 - 31.5"h) • 31" x 31" Slice • 1 Drawer • Wheelbarrow • Laminate A Selection: TBD Laminate A • TBD Edgeband *Casters add 2" to overall height, (26.5" - 33.5"h on Casters, 26.5" - 31.5"h on Wheelbarrow)s*	25	$ 662.00	55.00	$ 297.90	$ 7,447.50
	[TAURI-4LG-SZ6-N-N-TBD] Tauri 4-Leg Chair • Nylon Glides • Size 6 • TBD Shell	25	$ 227.00	55.00	$ 102.15	$ 2,553.75

MiEN Company
2547 3 Mile Rd NW, Ste F
Grand Rapids MI 49534
United States

Image	Description	Quantity	List Price	Disc. (%)	Net Price	Amount
	THX Teacher's Station, C-Leg • 54" x 35" Left-Hand Vinton • 28" - 34"h Height Adjustable (Set Screw) • HMU Pneumatic Side Table, 36" x 34" Vinton Bulb • No Power Unit Included (Sold Separately) • No Power Cut-Outs • 1 Grommet • With Modesty Panel • No Mobile Pedestal • No Mobile Caddy • Glides • TBD Laminate • TBD Edgeband *Single Grommet, Glides*	1	$ 3,487.00	55.00	$ 1,569.15	$ 1,569.15
	[ADL-SVL-19-BF001] ADL Mid-Back Task Chair (18.75" - 23.75" SH) • Black Fabric Seat Pad	1	$ 765.00	55.00	$ 344.25	$ 344.25
					Subtotal	$ 11,914.65
Classroom 147						
	[ADL-SVL-19-BF001] ADL Mid-Back Task Chair (18.75" - 23.75" SH) • Black Fabric Seat Pad	1	$ 765.00	55.00	$ 344.25	$ 344.25
	THX Teacher's Station, C-Leg • 54" x 35" Right-Hand Vinton • 28" - 34"h Height Adjustable (Set Screw) • HMU Pneumatic Side Table, 36" x 34" Vinton Bulb • No Power Unit Included (Sold Separately) • No Power Cut-Outs • 1 Grommet • With Modesty Panel • No Mobile Pedestal • No Mobile Caddy • Glides • TBD Laminate • TBD Edgeband *Single Grommet, Glides*	1	$ 3,487.00	55.00	$ 1,569.15	$ 1,569.15
	[TAURI-4LG-SZ6-N-N-TBD] Tauri 4-Leg Chair • Nylon Glides • Size 6 • TBD Shell	25	$ 227.00	55.00	$ 102.15	$ 2,553.75

MiEN Company
2547 3 Mile Rd NW, Ste F
Grand Rapids MI 49534
United States

Image	Description	Quantity	List Price	Disc. (%)	Net Price	Amount
	[PALC-SLC-3131-H-W-D] PAL Curved Leg Student Table (24.5 - 31.5"h) • 31" x 31" Slice • 1 Drawer • Wheelbarrow • Laminate A Selection: TBD Laminate A • TBD Edgeband *Casters add 2" to overall height, (26.5" - 33.5"h on Casters, 26.5" - 31.5"h on Wheelbarrow)s*	25	$ 662.00	55.00	$ 297.90	$ 7,447.50
					Subtotal	$ 11,914.65
Classroom 148						
	[PALC-SLC-3131-H-W-D] PAL Curved Leg Student Table (24.5 - 31.5"h) • 31" x 31" Slice • 1 Drawer • Wheelbarrow • Laminate A Selection: TBD Laminate A • TBD Edgeband *Casters add 2" to overall height, (26.5" - 33.5"h on Casters, 26.5" - 31.5"h on Wheelbarrow)s*	25	$ 662.00	55.00	$ 297.90	$ 7,447.50
	[TAURI-4LG-SZ6-N-N-TBD] Tauri 4-Leg Chair • Nylon Glides • Size 6 • TBD Shell	25	$ 227.00	55.00	$ 102.15	$ 2,553.75
	THX Teacher's Station, C-Leg • 54" x 35" Right-Hand Vinton • 28" - 34"h Height Adjustable (Set Screw) • HMU Pneumatic Side Table, 36" x 34" Vinton Bulb • No Power Unit Included (Sold Separately) • No Power Cut-Outs • 1 Grommet • With Modesty Panel • No Mobile Pedestal • No Mobile Caddy • Glides • TBD Laminate • TBD Edgeband *Single Grommet, Glides*	1	$ 3,487.00	55.00	$ 1,569.15	$ 1,569.15

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United States

Image	Description	Quantity	List Price	Disc. (%)	Net Price	Amount
	[ADL-SVL-19-BF001] ADL Mid-Back Task Chair (18.75" - 23.75" SH) • Black Fabric Seat Pad	1	$ 765.00	55.00	$ 344.25	$ 344.25
					Subtotal	$ 11,914.65
Flex 149						
	[DVD-STG-3616-72] Divide Storage Whiteboard	2	$ 2,277.00	55.00	$ 1,024.65	$ 2,049.30
					Subtotal	$ 2,049.30
SPED 150						
	Flex 2-Step EVO 2-Step Unit with Storage, Single Fabric & Laminate • No Power • Grade 05 • TBD Fabric Supplier • Fabric A Selection: TBD Fabric A Selection • Laminate A Selection: TBD Laminate A	1	$ 5,965.00	55.00	$ 2,684.25	$ 2,684.25
	[FEVO-OSC-3939-35-S-N-G03] Flex 2-Step EVO Outside Corner - Single Fabric & Laminate • No Power • Grade 03 • TBD Fabric Supplier • Fabric A Selection: TBD Fabric A Selection • Laminate A Selection: TBD Laminate A	1	$ 6,781.00	55.00	$ 3,051.45	$ 3,051.45
	[FEVO-NSC-3939-35-S-G03] Flex 2-Step EVO Inside Corner - Single Fabric & Laminate • No Power • Grade 03 • TBD Fabric Supplier • Fabric A Selection: TBD Fabric A Selection • Laminate A Selection: TBD Laminate A	1	$ 6,781.00	55.00	$ 3,051.45	$ 3,051.45
	[DVD-STG-3618-48] Divide Storage Mini Whiteboard	1	$ 1,744.00	55.00	$ 784.80	$ 784.80
	[ADL-SVL-19-BF001] ADL Mid-Back Task Chair (18.75" - 23.75" SH) • Black Fabric Seat Pad	1	$ 765.00	55.00	$ 344.25	$ 344.25

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MiEN Company
2547 3 Mile Rd NW, Ste F
Grand Rapids MI 49534
United States

Image	Description	Quantity	List Price	Disc. (%)	Net Price	Amount
	THX Teacher's Station, C-Leg • 54" x 35" Right-Hand Vinton • 28" - 34"h Height Adjustable (Set Screw) • HMU Pneumatic Side Table, 36" x 34" Vinton Bulb • No Power Unit Included (Sold Separately) • No Power Cut-Outs • 1 Grommet • With Modesty Panel • No Mobile Pedestal • No Mobile Caddy • Glides • TBD Laminate • TBD Edgeband *Single Grommet, Glides*	1	$ 3,487.00	55.00	$ 1,569.15	$ 1,569.15
					Subtotal	$ 11,485.35
Music 151						
	[TAURI-4LG-SZ6-N-N-TBD] Tauri 4-Leg Chair • Nylon Glides • Size 6 • TBD Shell	24	$ 227.00	55.00	$ 102.15	$ 2,451.60
	THX Teacher's Station, C-Leg • 54" x 35" Right-Hand Vinton • 28" - 34"h Height Adjustable (Set Screw) • HMU Pneumatic Side Table, 36" x 34" Vinton Bulb • No Power Unit Included (Sold Separately) • No Power Cut-Outs • 1 Grommet • With Modesty Panel • No Mobile Pedestal • No Mobile Caddy • Glides • TBD Laminate • TBD Edgeband *Single Grommet, Glides*	1	$ 3,487.00	55.00	$ 1,569.15	$ 1,569.15
	[ADL-SVL-19-BF001] ADL Mid-Back Task Chair (18.75" - 23.75" SH) • Black Fabric Seat Pad	1	$ 765.00	55.00	$ 344.25	$ 344.25
					Subtotal	$ 4,365.00
Library						

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United States

Image	Description	Quantity	List Price	Disc. (%)	Net Price	Amount
	[KIO-SMBD-5624-42-L] KIO Straight Mobile Bookcase - Double Sided • 42"h • Group B • TBD Laminate *56"w x 24"d*	16	$ 4,559.00	55.00	$ 2,051.55	$ 32,824.80
	[KIO-ADD-3412-5H] KIO Adder Bookshelf, Single Sided • 36"w x 66"h (5H, 4 Shelves) • Group B • TBD Laminate	16	$ 2,371.00	55.00	$ 1,066.95	$ 17,071.20
	[KIO-END-3412-5H] KIO End Adder Bookshelf, Single Sided • Right End Adder • 36"w x 66"h (5H, 4 Shelves) • Group B • TBD Laminate	2	$ 2,371.00	55.00	$ 1,066.95	$ 2,133.90
	[KIO-STA-3612-5H] KIO Starter Bookshelf, Single Sided • 36"w x 66"h (5H, 4 Shelves) • Left Starter • Group B • TBD Laminate	2	$ 2,452.00	55.00	$ 1,103.40	$ 2,206.80
	[FLEX-FLC-5414-10-G09] FLEX Floor, 90 Degree Curve, 10"h (54" x 14") • Grade 09 • TBD Fabric Supplier • Fabric A Selection: TBD Fabric A Selection	1	$ 2,783.00	55.00	$ 1,252.35	$ 1,252.35
	[FLEX-FLS-5614-10-G09] FLEX Floor Straight, 10"h (56" x 14") • Grade 09 • TBD Fabric Supplier • Fabric A Selection: TBD Fabric A Selection	1	$ 1,607.00	55.00	$ 723.15	$ 723.15
	[FLEX-FLC-4014-20-G03] FLEX Floor, 90 Degree Curve, 20"h (40" x 14") • Grade 03 • TBD Fabric Supplier • Fabric A Selection: TBD Fabric A Selection	1	$ 2,375.00	55.00	$ 1,068.75	$ 1,068.75

MiEN Company
2547 3 Mile Rd NW, Ste F
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United States

Image	Description	Quantity	List Price	Disc. (%)	Net Price	Amount
	[FLEX-FLS-5614-20-G03] FLEX Floor Straight, 20"h (56" x 14") • Grade 03 • TBD Fabric Supplier • Fabric A Selection: TBD Fabric A Selection	3	$ 1,816.00	55.00	$ 817.20	$ 2,451.60
	[FLEX-FLC-2614-10-G03] FLEX Floor, 90 Degree Curve, 10"h (26" x 14") • Grade 03 • TBD Fabric Supplier • Fabric A Selection: TBD Fabric A Selection	1	$ 1,073.00	55.00	$ 482.85	$ 482.85
	[FLEX-FLS-5614-10-G03] FLEX Floor Straight, 10"h (56" x 14") • Grade 03 • TBD Fabric Supplier • Fabric A Selection: TBD Fabric A Selection	3	$ 1,187.00	55.00	$ 534.15	$ 1,602.45
	[CEB-2-7236-30-N-N-C-TBD-TBD-TBD] Connect Table, 2" Edgeband • Casters • Seated Height, 30"h • 36"d • 72" x 36" • No Grommets • No Power • No Power Cut-Out • Exterior Laminate: TBD Exterior Laminate • Interior Laminate: TBD Interior Laminate • TBD Edgeband	5	$ 4,084.00	55.00	$ 1,837.80	$ 9,189.00
					Subtotal	$ 71,006.85
Shipping Method						
	[MISC-30061] Delivery Method	1	$ 0.00	0.00	$ 0.00	$ 0.00

Subtotal	$ 148,479.75
Total	$ 148,479.75

MiEN Company
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Grand Rapids MI 49534
United States

Suggested Products

Image	Description	Quantity	List Price	Disc. (%)	Amount
Uncategorized					
	[STL-MPB-N] Mobile Pedestal (Box/Box/File, No worksurface) Laminate A Selection : No Laminate Edgeband Colors : No Edgeband	1.000	$ 888.00	55.00	$ 399.60
	[STL-MCR-3520-N] Mobile Caddy (Drawers on Right, No worksurface) Laminate A Selection : No Laminate Edgeband Colors : No Edgeband	1.000	$ 1,693.00	55.00	$ 761.85
	Custom KIO Straight Mobile Double Sided Bookcase, 56"w x 24"d x 48"h (SO27548 Eugene Field Elementary) KIO Laminate Finishes : TBD Laminate ***Customer Sign Off Drawing Required [KIO-CUSTOM-186]	16.000	$ 4,836.00	55.00	$ 34,819.20

Liftgate and Inside Delivery (first set of doors) are available for an extra fee. Please indicate if you require one or both on your purchase order along with the corresponding fee:
* Liftgate = $100 net per truck
* Liftgate w/ Inside Delivery = $200 net per truck

MiEN Company
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Grand Rapids MI 49534
United States

*Estimated completion date is a lead time estimate based on the original date quoted. Estimated lead times are subject to availability, changes in demand, and quantities ordered. An estimated ship date will be provided upon order confirmation when all order details have been finalized and MiEN Company provides an order confirmation. Ship dates are subject to change due to production, manufacturing, supply chain issues. Make-to-order finishes (laminate, edgeband, fabric, etc.) are subject to manufacturers' lead times and stocking programs. Materials that are not stocked at time of purchase will require additional lead time. Design services including drawings, renderings and callouts are not a binding purchasing agreement. MiEN's customer is responsible for verifying final quantities ordered for each project are correct.

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Beth MacKenna, Director of Nutrition Services
Date: May 12, 2026
Re: Nutrition Service Distribution Bid Recommendation (2026–2027)

The Illinois School Meals Cooperative (formerly the LaSalle County Cooperative Agreement) has completed the Nutrition Service distribution bid process. Following evaluation, the contract has been awarded to Kohl Wholesale.

Four distributors attended the pre-bid meeting: Kohl Wholesale, Sysco, Martin Brothers, and Gordon Food Service. Of those, Kohl Wholesale and Sysco, submitted bids. Sysco's bid was submitted after the deadline and was also incomplete; therefore, it could not be considered.

The ROE35 Illinois School Meals Cooperative (ISMC) reserves the right to extend the contract for up to ninety (90) days, if necessary, to ensure continuity of service until a new or replacement contract is finalized. Any such extension shall be subject to mutual agreement between the ROE35 ISMC and the contracted vendor.

Pricing adjustments will be considered only in conjunction with contract rollovers or approved extensions.

It is recommended that the Board of Education approve the contract rollover with Kohl Wholesale, 103 Jersey Street, Quincy, Illinois, for the period of July 1, 2026, through June 30, 2027 not to exceed four (4) extensions.

Investment Period: July 1, 2026 – June 30, 2027
Total Investment: $1,716,000.00
Funding Source: Nutrition Department Fund

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

The Leading Customer-Driven Regional Broadline Foodservice Distributor

Dear Jessica and Chris,

Thank you so much for the opportunity to partner with the ROE35 Illinois School Meals Cooperative. Our 6th Generation Family-owned company is grateful for your patronage and we are excited to continue to grow this year!!

I often talk about School Foodservice as being the forgotten heroes of a School. Deadlines, customer satisfaction, budgeting, and lack of skilled labor make your jobs harder than ever. Our investments in the last couple of years have set us up to be able to provide a new Kohl Wholesale App (and desktop site too) and Proof of Delivery Scanning Capabilities (coming soon). These technologies are being implemented to increase our service levels to you and hopefully make your job easier in the future. Start using the app here: https://kohlwholesale.pepr.app/ or find on any App Store.

Our commodity resource team is ready to help consult with you to maximize the effectiveness of your State Entitlements. We can partner with you and your School District to set forth a strategy to save you money on the items that make sense for increasing the satisfaction of your customers! See the attached flyer with all the contact information to help you save money, increase participation, and ensure compliance.

We understand that each one of our customers is unique and has individual needs that will need to be covered. Our Sales and Customer Service Team is ready to talk with you about your back-to-school plans. We want to continuously perform better for you in the future. All we ask is that you work with our team to create a plan of action and success for the coming 26-27 year so we both can succeed together!

Thanks!

Aaron Kerkhoff
General Manager – Supply Chain
217-640-2177 Office Direct
aaronk@kohlwholesale.com

The Leading Customer-Driven Regional Broadline Foodservice Distributor

RFP/Bid Letter 12/19/2025
ROE 35 Illinois Scholl Meals Cooperative (Formerly LaSalle County Area Purchasing Cooperative)
Jessica Haywood, Director
jhaywood@roe35.org
119 W Madison St, Room 102
Ottawa, IL 61350
815-434-0780

Dear Jessica,

Thank you for considering Kohl Wholesale as your broadline foodservice provider in 2026-2027. Enclosed please find the RFP/Bid we are submitting per your request. Mark-ups will remain firm for the bid period. Due to current market conditions and supply chain uncertainty, we reserve the right to adjust cost based on "Acts of God", changes to Government regulations, such as tariffs, or any other unforeseen changes. We will give notice if a price change does occur.

All Requests for Proposal are asked to be accompanied by usages/volumes of items. This usage/volume would be preferred to be monthly estimates. Please provide this information in a spreadsheet to accompany your bid. If you need assistance with this, we would be happy to help. Please allow 3-4 weeks to process your RFP and all RFP's are to be submitted to Kohl before June 15th, 2026.

Items bid with a pound (#) sign in front of the item number are not currently stocked. Please contact us for information regarding stocking and/or ordering these items. You will see the closest stocked item as an alternative. Any new items requested to be stocked at Kohl could be required to have a Stocking Agreement.

Orders must be placed by 4 pm 2 business days before shipping. No changes can be made to orders after 4 pm 2 business days prior to shipping. All orders are preferred to be placed on the Kohl Wholesale App. This app is easy to use, free of charge. There is also a desktop version of the app if preferred.

Kohl Wholesale will do our best to deliver during normal school hours of 5am to 2pm. We might need to deliver outside during those hours due to weather or other unforeseen circumstances. It is the responsibility of the district to receive the delivery when the driver arrives. Please create a plan of action with your Customer Service Representative or District Sales Representative to schedule deliveries to your specific needs.

Back to school orders are requested to be submitted before July 10th, 2026. Schools will be required to receive opening orders during the weeks of July 27th for dry products, and August 3rd for frozen products. Please create a plan of action with your Customer Service Representative or District Sales Representative.

Not all bread products are frozen and will be included with your regularly scheduled delivery. Please state if you would like to be quoted frozen bread products or our new fresh bread line. Kohl Wholesale does not provide milk coolers or rotate stock. Milk products will be included with your regularly scheduled delivery.

The Leading Customer-Driven Regional Broadline Foodservice Distributor

Kohl Wholesale will do their best to deliver products on the requested delivery day(s). If orders are refused at the time of delivery, orders might not be delivered until the next scheduled delivery day and could be subject to a re-stocking fee. Any items that are returned upon delivery, for any reason other than damage or Kohl error, could be subject to a restocking fee.

If weather forces school closure, it is the responsibility of the district to notify Kohl Wholesale 7pm before the day of delivery. Please utilize emergency@kohlwholesale.com to notify. This email will be sent to all of our Sales and Operations team Leaders. We will respond back as soon as we see your message. Please create a plan of action with your Customer Service Representative or District Sales Representative.

During Holidays, when the district is not in session, the district will be asked to accept delivery on the holiday as normally scheduled. Christmas, Thanksgiving, and New Years are exceptions to this rule. This can be achieved by providing a key or key FOB to Kohl and/or arranging a lockbox outside the school door to house a key or fob. Please create a plan of action with your Customer Service Representative or District Sales Representative.

Kohl Wholesale is not responsible for paying any wages to any district under any circumstances.

References can be made available upon request.

Kohl Wholesale is proud to have many Valued Added services that are a part of our culture of Serving the K-12 Foodservice community.

The Kohl Beverage, Chemical, and Equipment Department partners with all of our K-12 customers to support machines and chemicals for dishwashers, three well sinks, janitorial closets, coffee, tea, and all beverage programs. This unique program offers a one stop solution to simplify and save money.

The Kohl K-12 Commodity team helps each individual School Foodservice Director their Net Off Invoice disbursements. We have seen these Kohl resources truly make the difference in the bottom line of School Budgets throughout the State of IL.

The Kohl Customer Service and Sales Representation for each district. Each district will have at least one designated Customer Service Representative and one District Sales Representative. Each of these Kohl teammates are charged with making Kohl the easiest to work with company in the Foodservice. Technology is great and needed but we believe people make all the difference.

The Leading Customer-Driven Regional Broadline Foodservice Distributor

The Kohl culinary and Nutrition Team are ready to serve any K-12 partner. Menus, culinary training, CE credits, nutritional analysis, special diet training/support, special event planning, and anything else are all free of charge. Our certified, licensed and accredited Dietitians and Chefs are all ready to serve you. We provide complete menus for all day parts with fully certified nutrient analysis. We can also help certify and customize your menu with your School Foodservice Director.

Customized procurement and product selection. Kohl specializes in K-12 foodservice and carries many items that are unique to this industry. We also are open to bring in any items that are requested by the ROE35 customers. We stock what you want to buy. We do not predicate what you should buy. You tell Kohl what you want and our job is to get it to you in the most convenient way possible.

K-12 Foodshow, ROE35 show, and IL Commodity Show. Kohl's Fall Foodshow located in Quincy IL is a great way for any customer to peruse new items, negotiate with manufacturers, and receive CEU credits. Kohl also offers a ROE35 specific show just to ROE 35members in North Central IL. Kohl is also excited to offer a Commodity only show for all IL schools. This would feature all approved State Commodity items available for purchase through NOI. This show is still in planning and will be a great addition to our other shows.

Kohl offers delivery to our customers Monday -Friday. This customized distribution model works to allow at minimum monthly, weekly, or twice per week delivery to all customers, and more if volume warrants. Kohl understands Section IX and currently serves in all of these capacities. Each customer is treated as an individual and Kohl will work with all districts of ROE35 to customize services. Kohl offers a $500 minimum delivery order. Kohl does not add service charges, fuel charges, or delivery fees. Kohl also works with every customer to fix any mistakes or issues. We will do our best to fix any mistakes we or you might make.

Kohl is currently using two order entry systems. One is the Kohl Wholesale App. It is mobile format preferred and also works with desktop computers. This new system has been in place for 12 months and is being constantly upgraded and enhanced. New additions in the next 3-6 months include complete invoice transparency, credit transparency, payment ability, more nutritional CN information and attributes, item availability and substitutions, and customized reporting. Our Legacy system Powernet will be available until all program attributes are available on the Kohl Wholesale App. Any customized report is able to be created for any district and shared at any time. This includes any Buy American Act provision reporting. This custom reporting ability has been enhanced recently at Kohl with the investment in a new ERP platform. Kohl also offers nutritional information on any item we sell, through our computer systems or through our Customer Service teams. No computer system will give any customer everything they need, that's where our most important commodity, our Kohl Teammates step in to provide customized and individualized service to each ROE35 customer.

130 Jersey Street · P.O. Box 729 · Quincy, IL 62306-0729 · E-Mail: mail@kohlwholesale.com
217-222-5000 · IL 800-222-5645 · MO & IA 800-245-5645 · Fax 217-222-5522
kohlwholesale.com

The Leading Customer-Driven Regional Broadline Foodservice Distributor

We would like to thank you for the opportunity to submit this bid. We look forward to continue to work together with you to have the best School year ever in 26-27! If you have any questions, please contact us. We will be happy to assist you in any way.

Thanks,

Matt Ehrhart **President and 5th Generation Owner** 217-640-2112 Office Direct 217-242-0067 Cell matte@kohlwholesale.com	***Aaron Kerkhoff*** **General Manager – Supply Chain** 217-640-2177 Office Direct 217-316-9203 Cell aaronk@kohlwholesale.com	***Tempa McReynolds*** ***Bid/Pricing Manager*** *217-640-2129* Office Direct tempam@kohlwholesale.com
Rick Budde ***Director of Sales*** 217-640-2122 Office Direct 314-210-6143 Cell rickb@kohlwholesale.com	***Patty Bauer*** **ROE35 Customer Service Representative** 217-640-2156 Office Direct pattyb@kohlwholesale.com	***Adam Hinkle*** **District Sales Manager** 309-831-9411Cell adamh@kohlwholesale.com
Don Dawson ***ROE35 District Sales Representative*** 309-261-1799 Cell dond@kohlwholesale.com	***Nathan Holtschlag*** ***Customer Service Manager*** 217-640-2082 Office Direct 217-779-1082 Cell nathanh@kohlwholesale.com	

AWK 2/21/2026

Your Broadline Foodservice Distributor

12/11/25

Thank you for choosing Kohl Wholesale as your broadline school foodservice partner.

The School Foodservice Authority (your school district) is required to know if their product is domestically produced and discern if it is "cost effective". The USDA's thresholds were established with a timeline set forth for School Food Authorities. SFA's (School Foodservice Authority) must be able to provide the percentage of non-domestic products being bought. In school year 25-26, 90% of school food items should be domestically procured according to the USDA. For more details the "USDA Buy American Fact Sheet" (see attached) explains how schools must prioritize U.S. produced foods under 7 CFR 210.21(d) and when limited exceptions apply. The USDA also supplies a calculator to help you calculate these purchases here https://www.fns.usda.gov/cn/buy-american-provisions. While there, you can also review USDA's entire summary of the Buy American provisions for Child Nutrition Programs.

As a service to our school partners Kohl invoices denote the "Country Of Origin" on every Kohl Invoice. This information is also readily available to you on the Kohl Wholesale App before you purchase. This app is available and free on any app store. It also is available a non-mobile device. It's a great source of information and a very simple way to order, shop, look up invoices, calculate menu costing, and access nutritional information. By searching the catalog, you can easily view an item's description, pictures, subtitles specifying the products brand, pack size, and the Country Of Origin. Kohl's customer partners can set up the app at the following link https://kohlwholesale.pepr.app/.

For any additional information contact your friendly Kohl Sales Representative or our School Foodservice Specialist Team.

Thank you,

Tempa McReynolds
Bid/Pricing Manager
217-640-2129
tempam@kohlwholeslae.com

Annslee Fahy
Kohl Registered Dietitian
217-640-2037
annsleef@kohlwholesale.com

Rebecca Shinn
Kohl Registered Dietitian
217-640-2155
rebeccas@kohlwholesale.com

The Leading Customer-Driven Regional Broadline Foodservice Distributor

Our Promise to You: Safety, Security, & Sustainability

As a 5th generation, family-owned company, Kohl Wholesale understands the importance and impact of providing a safe, secure, and sustainable supply chain to our customers, their families, and guests. This is no small endeavor as it takes the efforts of our entire organization to ensure we are handling all products with care to ensure integrity and safety, maintaining compliance with all applicable laws and codes to ensure our supply chain is secure, and sourcing products from sustainable and ethical vendors.

From our family to yours, this is our promise:

SAFETY

We maintain strong HACCP (*Hazard Analysis Critical Control Points*) and HARPC (*Hazard Analysis and Risk-Based Preventive Controls*) programs that are reviewed annually by members of our HACCP and HARPC teams and have been validated as effective by the American Sanitation Institute (ASI) in 94 different categories of food safety, including on-site audits.

Additionally, all employees tasked with handling product throughout our supply chain are trained to recognize potential hazards associated with storage, handling, and distribution of food products and how to minimize those hazards within the necessary control limits. Here are just some of the important food safety requirements that Kohl Wholesale has in place within our distribution centers:

- **Annually reviewed HACCP & HARPC programs.**
  - Planned corrective actions for deviations.
  - Verification procedures.
  - Detailed and accurate record keeping.
- **Orientation training for new employees.**
  - Annual and ongoing training in food safety.
- **Routine monitoring procedures.**
  - Time/temperature monitoring.
  - Monthly thermometer calibrations.
- **Produce Quality Assurance (QA) program.**
  - Daily quality audits of all fresh produce (*program enhanced January 2023*)
- **Documented equipment maintenance**
- **Master cleaning schedule**
- **Integrated pest management programs**

ASI Food Safety

CONTINUED ON REVERSE

130 Jersey Street P.O. Box 729 Quincy, IL 62306-0729 E-Mail: mail@kohlwholesale.com
217-222-5000 IL 800-222-5645 MO & IA 800-245-5645 Fax 217-222-5522
kohlwholesale.com

The Leading Customer-Driven Regional Broadline Foodservice Distributor

CONTINUED FROM REVERSE

SECURITY

In today's world, there is enough to worry about. Concern over the whether the food you purchase has been vulnerable to possible adulteration or contamination is very real. This is why Kohl Wholesale makes compliance with all local, state, and federal codes & law a priority.

From a product's source to your table, we take every action necessary to limit access to only authorized individuals so we can confidently provide you with products that we know have remained safe and secure in our custody.

SUSTAINABILITY

We believe in operating with integrity and ethics in everything we do. This includes how we source and purchase product, food safety training, ensuring fair labor practices, supporting local food banks with the donation of surplus edible foods, investing in alternative energy, minimizing waste and recycling programs. Through these efforts, we aim to deliver not just food, but a more resilient, ethical, and environmentally responsible supply chain that benefits our customers, communities, and the planet for generations to come.

When it comes to the safety, security, and sustainability of our food supply, we believe transparency and open communication are vital to ensuring confidence in our operations as your distributor of choice. If you have any questions regarding our internal programs, or would like to request a copy of our most recent 3rd-party audits – please reach out to our Facilities Manager Brandon Isaacks at brandoni@kohlwholesale.com

130 Jersey Street P.O. Box 729 Quincy, IL 62306-0729 E-Mail: mail@kohlwholesale.com
217-222-5000 IL 800-222-5645 MO & IA 800-245-5645 Fax 217-222-5522
kohlwholesale.com

Legal Notice

Invitation to Bid School Food and Supplies

Sealed bids are invited by the ROE35 Illinois School Meals Cooperative to provide food, paper supplies, and cleaning supplies to approximately 98 school districts in Illinois. The administrative agent of the cooperative is Christopher B. Dvorak, Superintendent, Regional Office of Education, LaSalle, Marshall, and Putnam Counties.

ROE35 Illinois School Meals Cooperative (ROE 35 ISMC) reserves the right to reject any or all bids or waive any irregularities in the bidding process.

Bidders must submit the bid electronically as well as a hard copy mailed to LaSalle, Marshall, and Putnam Counties Regional Office of Education, 119 W. Madison Street, Room 102, Ottawa, IL. The electronic version must be submitted through the Interflex BidSimpli system. The system is available 24 hours a day and uses the latest Secure Sockets Layer (SSL) security technology. If you have not received a BidSimpli invitation for this bid or need technical assistance at any time while responding to this bid, please contact Jason Grim with Interflex at 610-898-4487 or email jgrim@interflex.net.

Contract Type: Request for Bids

Bid Documents: Bid documents will be available through Interflex BidSimpli on Thursday, January 15, 2026.

Mandatory Clarification/Pre-Bid Meeting: Thursday, January 29, 2026, at 01:00 p.m., LaSalle, Marshall, and Putnam Counties Regional Office of Education, 119 W. Madison Street, Room 102, Ottawa, IL. All bidders are required to be present if intending to bid.

Deadline: Bids will be received until 03:00 p.m. CST on Wednesday, February 25, 2026. They must be submitted electronically through the Interflex BidSimpli system. Bids received after this prescribed time will not be accepted.

Bid Opening: Bids will be opened on Thursday, February 26, 2026, at 01:00 p.m., LaSalle, Marshall, and Putnam Counties Regional Office of Education, 119 W. Madison Street, Room 102, Ottawa, IL.

Bid Award: Friday, March 6, 2026, at 1:00 p.m. CST, at the office of the superintendent, Room 102, Downtown Courthouse, 119 W. Madison Street, Room 102, Ottawa, Illinois 61350.

Proposal files will be available and may be examined by Vendors following the award of the contract during normal working hours, at LaSalle, Marshall, and Putnam Counties Regional Office of Education, 119 W. Madison Street, Room 102, Ottawa, IL, but not before May 4, 2026. A minimum of 72-hour notice requesting an appointment shall be required (815-434-0780). No files will be permitted to be removed from the premises.

If you have any questions, please contact Jessica Haywood, ROE35 ISMC Director, at 815-434-0780 or jhaywood@roe35.org

BidSimpli

Bid Title:	School Food and Supply Bid		
Bid Number:	2026 - 2027		
Bid Opens:	**02/26/2026, 01:00 PM CST**		
Operator:	ROE35 - Illinois School Meals Cooperative		
	119 W. Madison Street		
	Ottawa, IL 61350		
Contacts:	Jessica Haywood (jhaywood@roe35.org)		
	ph: 8154340780		
	Jason Grim (jgrim@interflex.net)		
	ph: 610-898-4487		
Bid Shipment Type:	Distributor Shipment		
Bid Award Type:	Prime Vendor		
Bid Issued:	01/15/2026	**Contract Starts:**	07/01/2026
Bid Opens:	02/26/2026, 01:00 PM CST	**Contract Ends:**	06/30/2027
Response Mailing Address			
Operator Notes			

Proposals are due by 3:00 CST on February 25, 2026
Bid opening is at 1:00 CST on February 26, 2026

General Proposal Requirements:

Proposals shall be submitted exclusively through the Interflex BidSimpli system. Bidders are required to complete the **Specifications** tab within the provided Excel file for all items on which they intend to submit a bid and upload the completed file to the Interflex BidSimpli system. The operator may additionally require submission of a printed copy and/or other supporting documentation. Bidders are responsible for reviewing the operator's bid documents to determine any such additional submission requirements. All instructions issued by the operator in connection with this solicitation shall

Help:

All bid-related inquiries shall be directed to the Operator representative(s) identified above. For technical assistance or issues related to system access or functionality, please contact Interflex at **800-293-2909** or **bidsimpli@interflex.net**.

interflex
Everybody Get Together

201 East Locust Street
Fleetwood, PA 19522
Phone: 800.293.2909
Fax: 610-736-3373
www.interflex.net

RETURN PROPOSAL TO:

Bidders must submit the bid electronically. The electronic version must be submitted through the Interflex BidSimpli system.

BidSimpli is an online tool that you will use to respond. The system is available 24 hours a day and uses the latest Secure Sockets Layer (SSL) security technology. All bids must be submitted through the Interflex BidSimpli system. If you have not received a BidSimpli invitation for this bid, or need technical assistance at any time while responding to this bid, please contact Jason Grim with Interflex via phone 610-898-4487 or email, jgrim@interflex.net.

Monthly Usage Reports:

Awarded vendors will be required to provide usage / velocity / purchase reports monthly, and on an ongoing basis for archival into BidSimpli. Please submit usage reports to your operator contact or directly to Jason Grim (jgrim@interflex.net / 800.293.2909).

Required Data Fields for Purchase Information Upload

To ensure your purchase data is correctly uploaded and mapped into our system, please include the following required fields in your file. While the field names and order do not need to match, the data must be clearly labeled and included:

Required Fields

- Dates: Month and year of shipment or report
- Vendor Name: Name of the distributor (if applicable)
- Product Vendor Name: Name of the product manufacturer
- Product Vendor Code: Manufacturer's product code
- Case Pack: Description of how the case is packed (e.g., 6x1L, 12x750ml)
- Quantity: Number of cases in the shipment

Recommended Fields

Including the following fields is not required, but strongly encouraged to support better inventory management and reporting:

- Case / Unit Price: Price per case
- Vendor Code: Distributor or vendor product code
- Item #: Your internal item number, if available
- Please ensure your file is clearly formatted and includes all applicable data. If you have any questions about these requirements or need assistance mapping your fields, feel free to reach out.

Legal Notice

Invitation to Bid School Food and Supplies

Sealed bids are invited by the ROE35 Illinois School Meals Cooperative to provide food, paper supplies, and cleaning supplies to approximately 98 school districts in Illinois. The administrative agent of the cooperative is Christopher B. Dvorak, Superintendent, Regional Office of Education, LaSalle, Marshall, and Putnam Counties.

ROE35 Illinois School Meals Cooperative (ROE 35 ISMC) reserves the right to reject any or all bids or waive any irregularities in the bidding process.

Bidders must submit the bid electronically as well as a hard copy mailed to LaSalle, Marshall, and Putnam Counties Regional Office of Education, 119 W. Madison Street, Room 102, Ottawa, IL. The electronic version must be submitted through the Interflex BidSimpli system. The system is available 24 hours a day and uses the latest Secure Sockets Layer (SSL) security technology. If you have not received a BidSimpli invitation for this bid or need technical assistance at any time while responding to this bid, please contact Jason Grim with Interflex at 610-898-4487 or email jgrim@interflex.net.

Contract Type: Request for Bids

Bid Documents: Bid documents will be available through Interflex BidSimpli on Thursday, January 15, 2026.

Mandatory Clarification/Pre-Bid Meeting: Thursday, January 29, 2026, at 01:00 p.m., LaSalle, Marshall, and Putnam Counties Regional Office of Education, 119 W. Madison Street, Room 102, Ottawa, IL. All bidders are required to be present if intending to bid.

Deadline: Bids will be received until 03:00 p.m. CST on Wednesday, February 25, 2026. They must be submitted electronically through the Interflex BidSimpli system. Bids received after this prescribed time will not be accepted.

Bid Opening: Bids will be opened on Thursday, February 26, 2026, at 01:00 p.m., LaSalle, Marshall, and Putnam Counties Regional Office of Education, 119 W. Madison Street, Room 102, Ottawa, IL.

Bid Award: Friday, March 6, 2026, at 1:00 p.m. CST, at the office of the superintendent, Room 102, Downtown Courthouse, 119 W. Madison Street, Room 102, Ottawa, Illinois 61350.

Proposal files will be available and may be examined by Vendors following the award of the contract during normal working hours, at LaSalle, Marshall, and Putnam Counties Regional Office of Education, 119 W. Madison Street, Room 102, Ottawa, IL, but not before May 4, 2026. A minimum of 72-hour notice requesting an appointment shall be required (815-434-0780). No files will be permitted to be removed from the premises.

If you have any questions, please contact Jessica Haywood, ROE35 ISMC Director, at 815-434-0780 or jhaywood@roe35.org

ROE35 Illinois School Meals Cooperative

(Formerly LaSalle County Area Purchasing Cooperative)

January 15, 2026

SECTION I

Request for Bid Proposal
Food Products and Miscellaneous Non-Food Supplies

RETURN PROPOSAL TO:

Bidders must submit the bid electronically. The electronic version must be submitted through the Interflex BidSimpli system. (Detailed Instruction Inserted as Appendix A)

BidSimpli is an online tool that you will use to respond. The system is available 24 hours a day and uses the latest Secure Sockets Layer (SSL) security technology. **All bids must be submitted through the Interflex BidSimpli system.** If you have not received a BidSimpli invitation for this bid, or need technical assistance at any time while responding to this bid, please contact Jason Grim with Interflex via phone 610-898-4487 or email, jgrim@interflex.net.

We also request that a hard copy, along with the bid bond cashiers check, be sent to our office, Regional Office of Education #35, 119 W Madison St, Room 102, Ottawa, IL 61350.

We also request that a hard copy, along with the bid bond cashiers check, be sent to our office, Regional Office of Education #35, 119 W Madison St, Room 102, Ottawa, IL 61350.

Mandatory Pre-bid meeting::	January 29, 2026 at 1:00 CST
Proposals will be received until:	February 25, 2026, by 3:00 pm CST
Bid opening:	February 26, 2026, at 1:00 pm CST
Bid award:	March 6, 2026, at 1:00 pm CST

For additional information, please contact:

Jessica Haywood
Director, ROE35 ISMC
jhaywood@roe35.org
815-434-0780

The undersigned offers and agrees that should this proposal be accepted they will sell to the ROE35 Illinois School Meals Cooperative, hereinafter referred to as the ROE35 ISMC, in accordance with the terms presented herein, the goods specified in Section XIII of this invitation, and which have been awarded to them, at the price quoted in this proposal and in compliance with all conditions outlined in this invitation.
The following items must be returned with the bid:

1. 1% Bid Bond required – Cashier's check mailed to our office
2. Section X Contractors Certification. (Page 40)
3. Section XI Authorized Signature Form. (Page 41)
4. Section XII Weighting Factors Reply Sheet. (Page 42)
5. Section XIII Completed Bid Specifications
6. Lobbying Certificate - (Page 43)

SECTION II

GENERAL INFORMATION

2.1 Cooperative Purchasing Efforts:

A group of 98 school districts with a total enrollment of approximately 65,000 students located in Illinois, have agreed to combine their food service needs into a cooperative bid purchase agreement and purchase in accordance with the attached specifications.

2.2 Purpose:

The purpose of this proposal is to establish a contract between the ROE35 ISMC and a Vendor, for the purchase of products to be used in Child Nutrition Programs.

The successful vendor will be responsible for purchasing, warehousing, and distributing the products. The Vendor will be obligated to furnish the items at reasonable intervals to maintain freshness and quality at prices that do not exceed the pricing structure.

2.3 Additional Services:

Additional services provided by the contractor. This would include equipment service, (dishwashers, etc.), nutrition information, menu assistance, promotions, rebate tracking, ease of ordering, commodity ordering assistance, completing a Direct to Manufacturer Bid, problem area assistance, and any other areas of service provided by the contractor. Equipment to dispense soap and rinse products and service is required by the majority of our members. Quotations on chemical products should include said equipment and service in the price of the product.

SECTION III

GENERAL CONDITIONS

3.1 Proposal Submission:

Bidders must submit the bid electronically. The electronic version must be submitted through the Interflex BidAdvantage system. BidAdvantage is a free online tool where you can respond to bid opportunities from K-12 schools and cooperatives. The system is available 24 hours a day and uses the latest Secure Sockets Layer (SSL) security technology. All bids must be submitted through the Interflex BidAdvantage system. If you have not received a BidSimpli invitation for this bid, or need technical assistance at any time while responding to this bid, please contact Jason Grim with Interflex via phone 610-898-4487 or email, jgrim@interflex.net.

Proposals received after February 25, 2026 at 3:00 PM CST, will not be accepted. The ROE35 ISMC reserves the right to reject any or all proposals and to waive informalities as it deems it to be in the best interest of the cooperative.

The Bid Award will be on March 6, 2026 at 1:00 PM CST.
Location: Regional Office of Education, 119 W Madison St, Ottawa, IL 61350

Proposal files will be available and may be examined by Vendors following the award of the contract during normal working hours, at LaSalle, Marshall, and Putnam Counties Regional Office of Education, 119 W. Madison Street, Room 102, Ottawa, Illinois, but not before May 4, 2026. A minimum of a 72-hour notice requesting an appointment shall be required (815-434-0780). No files will be permitted to be removed from the premises.

3.2 Invitation to Bid Food and Supplies

Electronic bids are invited by the ROE35 ISMC to provide food, paper supplies, and cleaning supplies to approximately 98 school districts in Illinois. The administrative agent of the cooperative is Christopher B. Dvorak, Superintendent, LaSalle, Marshall, and Putnam Counties Regional Office of Education.

Contract type: Request for Bids

The Bid packets will be available in electronic form only through Interflex.

Bid information will be posted to the LaSalle, Marshall, and Putnam Counties Regional Office of Education website at www.roe35.org.

ROE35 Illinois School Meals Cooperative reserves the right to reject any or all bids or waive any irregularities in the bidding process.

3.3 Compliance:

Failure to meet the requirements of the specifications in any area not considered being informal will cause the proposal to be deemed non-responsive, and the proposal shall be rejected.

3.4 Vendor Responsibility:

It shall be incumbent upon each Vendor to understand the provisions of this proposal document and, when necessary, obtain clarifications prior to the time and date set for the opening. Failure to obtain clarification will be no excuse or justification for non-compliance with the provisions set forth herein.

3.5 Clarification/Pre-Bid Meeting:

If a clarification is required, the request shall be made at the mandatory pre-bid meeting on January 29, 2026 at 1:00 p.m. CST. No questions will be answered after this date. An addendum will be issued within five (5) working days after the pre-bid meeting.

3.6 Preparation and Submission of Offer:

a. Price quotations must be completed using the electronic format.

b. The complete proposal must contain:
Section X - Contractor's Certification (page 40)
Section XI - Authorized Signature Form (page 41)
Section XII - Confirmation Form (page 42)
Section XIII - Completed Bid Specifications
Lobbying Certificate - (Page 43)

If any components listed herein are not included, its Offer shall be deemed invalid and shall not be considered.

c. Unit prices shall be provided by the Vendor and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

Required Data Fields for Purchase Information Upload
To ensure your purchase data is correctly uploaded and mapped into our system, please include
the following **required fields** in your file. While the field names and order do not need to match exactly, the data must be clearly labeled and included:

Required Fields

- **Dates:** Month and year of shipment or report
- **Vendor Name:** Name of the distributor (if applicable)
- **Product Vendor Name**: Name of the product manufacturer
- **Product Vendor Code:** Manufacturer's product code
- **Case Pack:** Description of how the case is packed (e.g., 6x1L, 12x750ml)
- **Quantity:** Number of cases in the shipment

Recommended Fields

Including the following fields is not required, but strongly encouraged to support better inventory management and reporting:

- **Case Price:** Price per case
- **Vendor Code:** Distributor or vendor product code
- **Item #:** Your internal item number, if available

Please ensure your file is clearly formatted and includes all applicable data.

d. Bidders must submit the bid electronically. The electronic version must be submitted through the Interflex BidAdvantage system. We also request that a hard copy be submitted to ROE35, Attn: Jessica Haywood, 119 W Madison St, Room 102, Ottawa, IL 61350. Bids must be submitted by 3:00 PM CST on Thursday, February 25, 2026.

e. Offers submitted via facsimile machines, or e-mail will not be accepted.

f. Vendors, which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award, must include such alternate terms and conditions in their Offers. ROE35 ISMC reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with ROE35 ISMC terms and conditions, or if they are not in the best interests of ROE35 ISMC.

3.7 Modification or Withdrawal of Offers:

Offers may only be modified or withdrawn through the Interflex system prior to the time and date set for the Offers to be opened.

In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an offer is withdrawn by the Vendor during the ninety-day period, the ROE35 ISMC may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

3.8 Rejection of Offers:

The ROE35 ISMC may, at its sole and absolute discretion:

a. Reject any and all or parts of any or all offers submitted by prospective Vendors.

b. Readvertise this Solicitation.

c. Postpone or cancel the process.

d. Waive any irregularities in the Offers received in conjunction with this Solicitation.

e. Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the ROE35 ISMC.

3.9 Elimination From Consideration:

An offer may not be accepted from, nor any contract be awarded to, any person or firm that has failed to faithfully perform any previous contract with the ROE35 ISMC, the state, or the federal government, for a minimum period of three years after this previous contract was terminated for cause.

3.10 Award:

Award will be made to the responsible Vendor whose response is determined to be the most advantageous to the ROE35 ISMC, taking into consideration price and the evaluation factors set forth in section VII (Weighting Factors). The ROE35 ISMC shall determine the most advantageous offer based on the quality and variety of products proposed compared to the unit price. The proposal will be accepted or rejected on March 06, 2026 at 1:00 PM CST.

3.11 Termination of Contract:

Prior to the intended date of cancellation, either party may cancel the contract for cause upon issuance of thirty (30) days' written notice. Cause for the ROE35 ISMC to cancel shall include, but is not limited to, failure on the part of the Vendor to perform in compliance with the specifications, contract conditions, and/or failure on the part of the warehouse management.

In the event of a cancellation initiated by the Vendor, the Vendor will be required to honor all orders placed prior to the effective date of the cancellation and received within a seven (7) day period subsequent to the effective date of the cancellation. Any orders covered by this clause will be delivered at a price that does not exceed the price set by the contract.

3.12 Standard Contract Conditions:

a. This contract shall be governed in all aspects as to validity, construction, capacity, and performance or otherwise by the laws of the State of Illinois. All products shall conform to the minimum requirements of Federal and State regulations. These requirements shall include, but not be limited to weights, measures, fill of containers, drained weights and contamination.

b. A Vendor providing service under this Request For Bid Proposal, herewith assures the ROE35 ISMC that it is conforming to the provisions of the Civil Rights Act of 1964, as amended.

c. Vendors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Labor regulations (41 CXFR Part 60).

d. State Sales and Use Tax Certificate of Exemption form will be issued by each member district upon request. Purchases made under provisions of any contract established as a result of this invitation are exempt from federal, state, and local taxes, and Vendors shall quote prices that do not include such taxes. The ROE35 ISMC and its member districts shall not be responsible for payment or reimbursement of any taxes to be paid by the Vendor during the terms of this contract.

e. Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Vendor's performance of work under this contract, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or disability.

f. School districts have "automatic" product protection recourse against products which are misrepresented. According to Federal regulations, the supplier whose name and address appear on the package is the responsible party. If a contract distributor is the first and original

packer, the bidder then becomes the last line of recourse in the chain. Contract distributors are expected to take immediate action to correct any situation in which product integrity is violated.

g. Since the goods to be acquired under this Request For Bid Proposal will be purchased in part or in whole with federal dollars, products shall be procured, packaged and inspected in accordance with all federal, state and local government standards and all applicable regulations such as the Pure Food, Drug, and Cosmetic Act (Title 21 CFR), Agricultural Marketing Act, Fish and Wildlife Act, Meat Inspection Act, The Tariff Act, Poultry Products Inspection Laws, The Perishable Agricultural Commodities Act, and Anti-trust Laws. Certification of compliance with the following Acts is required: Energy Policy and Conservation Act (PL 94-163); Occupational Safety and Health Act and the standards and regulations issued there under; Fair Labor Standards Act; Department of Labor Regulations (41 CFR Part 60; Section 306 of the Clean Air Act (42 U.S.C. 1857 (h); Section 508 of the Clean Water Act (333 U.S.C. 1368); Executive Order 117389 and Environmental Protection Agency Regulations (40 CFR Part 15).
The food distributor needs to purchase foods only from manufacturers with a HACCP plan in place. In addition, any subcontractors used by the food manufacturer need to have a HACCP plan in place.

h. By signing this document, the Vendor certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The Vendor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences, and civil damage awards. If a Vendor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, the Vendor shall disclose that information in its offer. Failure to do so shall result in rejection of its offer and shall constitute grounds for termination of the Agreement. The Vendor shall have a continuing obligation to disclose to the ROE35 ISMC's lead any proceedings commenced during the term of this Agreement, which might result in debarment, suspension or disqualification from participation in public procurement activities, and such proceedings shall constitute grounds for termination of this Agreement.

i. The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation, without prior written consent of the ROE35 ISMC.

j. Title to the goods herein described shall not pass until said goods have actually been received by Member Districts or a consignee, notwithstanding any agreement to the contrary, including, but not by way of limitation, any agreement to pay freight, express, or other transportation or insurance charges. Risk or loss prior to such actual receipt by the Member District or its consignee shall be borne by Seller. Nothing herein contained, however, shall be construed to deprive the Member District of its interest, or limit such interest, in the goods herein described prior to such actual receipt.

k. 1% Administrative Fee will be paid by the awarded distributor on net Sales Quarterly to ROE35 Illinois School Meals Cooperative.

3.13 Default:

The ROE35 ISMC may, by written notice of default to the successful Vendor, terminate the whole or any part of their order under this contract. Remedies for default shall include, but not be limited to, failure to meet contract terms delineated above. The successful Vendor shall be liable for any difference in cost between the agreed price and the price paid to an alternate Vendor, including expenses incurred to make alternate purchases. Should the ROE35 ISMC bring suit against the defaulter, and prevail in such action, the defaulter shall pay all reasonable attorneys' fees and other expenses for such litigation. In the event of default, the ROE35 ISMC shall have the option to collect:

(a) Ten percent (10%) of the contract price value of the defaulted items ordered but not delivered as specified, or,

(b) The difference between the contract price value and the cost of comparable items of similar quality, if available, or better quality if products of similar quality are unavailable, as obtained through another vendor.

Strikes, Acts of God, and similar causes not under the control of the vendor will be considered exempt from this default provision. This is intended only as a last recourse and not as a deterrent to Vendors. Vendors should confirm their inventories, shippers, and suppliers before submitting proposals. The ROE35 ISMC reserves the right before awarding the contract, to require a successful Vendor to submit evidence of its ability to meet orders of desired shipment sizes within requested delivery windows.

In the event that any successful Vendor shall default, cancel, or cause to have cancelled the contract, that successful Vendor shall have forfeited the right to bid or propose for contracts originating from the ROE35 ISMC for twenty-four (24) months or two contract periods, whichever is longer. Nothing herein shall be construed to imply that any party shall have any right to submit a bid or proposal to the ROE35 ISMC for any product or service.

3.14 Failure to Fulfill Contract:

When any Vendor fails to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the ROE35 ISMC may, at its sole discretion, annul and set aside the contract entered into with said Vendor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the ROE35 ISMC to be to its best advantage. Any failure to furnish such articles or services by reason of the failure of the Vendor, as stated above, shall be a liability against such Vendor and his sureties. The ROE35 ISMC reserves the right to cancel without penalty any articles or services which the

successful Vendor may be unable to furnish because of economic conditions, governmental regulations, or other similar causes beyond the control of the Vendor, provided satisfactory proof is furnished to the ROE35 ISMC if requested.

SECTION IV

Pricing and Contract Conditions

4.1 Contract Duration:

The duration of this contract shall be for a period of twelve (12) months from the effective date, with the option to renew for additional twelve (12) month periods not to exceed four extensions. The effective date is July 1, 2026. The ROE35 ISMC reserves the right to extend the term for up to 90 days to continue a source or sources of supply until new or replacement contracts are completed. Extensions shall be offered only when mutually agreeable to the ROE35 ISMC and the contracted vendor. **Pricing adjustments will only be considered for contract rollovers/extensions.**

4.2 Specifications/Pre-Approved Brands for Equality:

It is the intent of the ROE35 ISMC to afford maximum competition and equal opportunity to any potential Vendor. Brand names and product numbers provided represent the products selected for contracts in 2024-2025, which have generally been tested and are acceptable to our student population. These products form the basis and standard for brand equality, quality, and taste preference evaluations. Total purchases for the 2024-2025 school year was approximately 17 million dollars ($17,000,000).

4.3 Volume:

The quantities indicated on the proposal form are based on the previous year's purchases and are accurate to the best of our ability to gather the data. Items specified are those items that constituted purchases of 150 cases or more. However, Vendors must understand that a quantity stated on an item does not constitute a guarantee to purchase any amount in excess of requirements. The ROE35 ISMC anticipates significant requirements for the food products and a commodity requested, but does not guarantee a specified purchase volume or number of orders. Estimated purchase quantities are based on historical information of previous purchases by the LaSalle County Area Purchasing Cooperative and the Northwest Illinois School Food Cooperative participating member districts. Orders will be placed as products and services are required. Inclusion on the Proposal Form does not constitute an offer to buy or a guarantee to purchase in any amount in excess of actual requirements. The ROE35 ISMC reserves the right to modify quantities or to forgo purchases altogether at its discretion.

4.4 Bid Computation:

a. The computation of the net delivered price for the bid items shall be based on the laid-in cost plus the vendor's fixed fee for services. The laid-in cost may vary from item to item. The fixed fee for all items remains the same for the contract length, including potential rollovers. For the purpose of the bid, laid-in costs shall be based on the vendor's costs for the week of January 19, 2026.

b. Net delivered price for items will be the manufacturer-quoted prices (which are FOB to vendor) plus the vendor's fixed fee for services.

c. Pricing for items purchased in less than 150 case quantities will follow a Fixed Fee Chart provided by the distributor in section VIII.

4.5 Prices Quoted:

Net Delivered Prices quoted must be gross prices including such costs (when they apply) as packaging, transportation, and fuel surcharges - F.O.B. Member District. No separate charges, except those clearly recorded on this quotation form, will be allowed.

4.6 Auditing:

Audits may be made of a supplier's cost price records as follows:

1. Audits may be made at the discretion of the food-purchasing group or at any time monthly price reviews indicate that a problem might exist.
2. Audits may be made of any product purchased during the term of the contract.
3. A full review may be undertaken when circumstances are questionable.

4.7 Rebates:

Rebates available from the manufacturer to the customer, based on proof of purchase, should not be included in the net delivered price. The vendor should list this information on a separate sheet. These rebates should be compiled on a quarterly basis as a minimum.

4.8 Value Added:

Because the costs associated with public education have been increasing while state and local funding have been decreasing, we are asking that Vendors who do business with the ROE35 ISMC help bridge the gap. The ROE35 ISMC is soliciting, at your discretion, any "value-added" services or support that you, as the Vendor, feel will be helpful to our schools. While we have no

specific requests, "value-added" could range from scholarships to promotional goods to training programs. These "value-added" services or support should be listed.

4.9 Evaluation of Proposal:

The contract will be awarded on a primary-vendor basis. The primary vendor will receive no less than 90% of total purchases. In order to qualify for the contract award, interested vendors must complete the confirmation form in Section XII. These factors will be considered in awarding the negotiated contract to determine the best overall value.

4.10 Ability to Supply/Deliver:

Vendors should offer proposals and quote prices only if merchandise can be obtained and delivered on specified delivery dates/schedules and in delivery amounts required by the ROE35 ISMC. This includes Summer School for some districts. Initial orders for July and August delivery will likely be the largest ones placed and may represent as much as one-fifth of the total ROE35 ISMC requirements to meet "back to school" needs.

4.11 Competitive Negotiations:

Illinois State Law and USDA regulations require that the ROE35 ISMC follow one of several prescribed bid/acquisition processes. The ROE35 ISMC takes the proposal process seriously, and it is the ROE35 ISMC's intent to solicit proposals that are accurate, and that Vendors intend to honor. Vendors are advised that the ROE35 ISMC intends to use competitive negotiations in an effort to obtain the best value for all desired terms of prices, delivery conditions, and miscellaneous factors. The ROE35 ISMC intends to make awards to a Vendor that best meets the ROE35 ISMC's expectations, balancing the highest standards of quality, creativity of proposals and services, and value with the lowest costs. The ROE35 ISMC will not negotiate with all Vendors within a group. The ROE35 ISMC may negotiate prices and terms with the most highly rated Vendors. The ROE35 ISMC reserves the right to select Vendors in the best interest of the Cooperative and to competitively negotiate and award the contract based on the evaluation factors of: Price; delivery conditions; weighting factors, service indicators; point of sale and promotional materials; and completeness of the proposal. When proposals have been evaluated, there is typically a logical separation between the most highly ranked proposals and all other proposals in terms of raw evaluation points. The ROE35 ISMC will negotiate with no more than the two top-ranked Vendors.

4.12 Definitions/Terms of Reference:

a. Cooked: The terms "cooked" and "fully cooked" all imply the product is to be fully cooked in accordance with Hazard Analysis and Critical Control Point (HACCP) standards for that product. Such products will generally be heated before service.

b. Precooked: The term "precooked" implies that additional cooking is required before service.

c. IQF/IF: The term "individually quick frozen" (IQF) or "individually frozen" (IF) means that the separate parts and pieces can be easily removed from packages while the product is in a frozen state. Either is acceptable.
d. IW or I/W: The abbreviation IW or I/W means "individually wrapped" products, generally a single portion.
e. SS: The abbreviation SS means "single serve" products, generally a single portion or individual unit

4.13 Age and Condition of Items:

Containers shall be clean, sound, compact, sturdy, and sealed. Opened, damaged, or leaking packages will not be accepted. Any hidden damage discovered after acceptance and delivery will be reported to the Vendor for credit. Dated products shall meet industry standards for remaining shelf life upon delivery to the member site. In no instance (except for yogurt and produce) shall there be fewer than 60 calendar days of guaranteed freshness as defined by the product expiration date on the exterior package at the time of delivery to the member site.

4.14 Hold Harmless Clause:

The Vendor shall hold harmless and indemnify the ROE35 ISMC, its member districts, the lead district, and their respective officers and employees, for every claim, demand, suit, and award which may be made by reason of:
a. Any injury or death to a person or property damage or loss sustained by any person, firm, or corporation caused by any act, neglect, default, or omission of the Vendor or any person, firm, or corporation, directly or indirectly employed by it upon, or in connection with its performance under the contract;

4.15 Buy American Act/Import Products:

The 1998 reauthorization of the National School Lunch Act requires school districts participating in the National School Meals Programs in the contiguous 48 states of the United States to buy food products produced in the United States (domestic) when using federal funds. Therefore, if there is a domestic and non-domestic food product available, the domestic product must be

supplied. Non-domestic products may be supplied only when domestic products are unavailable. As defined in this legislation, a domestic food commodity is an agricultural commodity (for example, beef, pork, chicken, fruits, vegetables, oils or grains) that is produced in the United States. A domestic food product is processed in the United States using substantially domestic agricultural commodities. Substantially means that over 51 percent of the finished processed product comes from American produced products. Implementing federal regulations is 7 CFR.

210.21 and 220.16 were published on September 20, 1999. The Vendor may be required to provide certification of domestic origin and content, and must certify that the majority of food products proposed to be provided and supplied meet the federal requirements in the "Buy American Act" and stipulate which specific products are unavailable domestically. Exceptions to this rule would typically be: pineapple, mandarin oranges, olives, tuna fish, tea, spices, and coffee. In the event the Vendor supplies or delivers products contrary to the requirements of this section or applicable laws and regulations, the ROE35 ISMC may pursue remedies for default as provided in Section 3.13, and or may terminate this Agreement. The Vendor shall hold the ROE35 ISMC, its member districts, and its lead district from any fines, penalties, costs, or expenses imposed upon or incurred by any of them as a result of the Vendor's non-compliance with such laws and regulations. This purchasing requirement does not apply in instances when:

a) The ROE35 ISMC has unusual or ethnic food preferences that can only be met through purchases of products not produced in the United States,

b) The product is not produced in the U.S. in sufficient and reasonable quantities of a satisfactory quality to meet general needs,

c) The cost of the US product is significantly higher than foreign products. The ROE35 ISMC defines significantly higher to be when the US product is twenty five percent higher than the foreign product.

4.16 Legal Defense:

The Vendor, at its own expense and risk, shall defend any legal proceeding that may be brought against the ROE35 ISMC, the lead district, each and every member district, and their agents, officers and employees, on claims caused in material and substantial part by the Vendor and not caused in material and substantial part by an act, neglect, default or omission of the ROE35 ISMC, and shall indemnify and hold harmless all such parties against any judgment, cost or expense that may be rendered against or incurred by any of them in such proceedings. The laws of the State of Illinois shall govern this Agreement. Any litigation brought between the parties to this Contract shall be brought and maintained only within the jurisdiction of the lead district.

4.17 Records Retention:

The successful Vendor agrees to retain all books, records, and other documents relative to this agreement for three (3) years plus the current year after final payment. The successful Vendor will ensure that subcontractors meet this same record retention requirement. The ROE35 ISMC, its authorized agents, and/or state/federal representatives shall have full access to and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until the stated matter is closed.

4.18 Sanitation Requirements:

Contractor' facilities may be routinely inspected by the Cooperative Bid Group. Facilities and operating practices must be in compliance with the United States Food, Drug, and Cosmetic Act and State and local laws and regulations. Contractors must provide documentation that the facility is HACP compliant. Sbu Vendors HACCP information must be available upon request from Contractors. A letter or statement must be provided with the bid documenting that the bidder has an active HACCP plan.

4.19 Modifications to Existing Contract:

Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the ROE35 ISMC and the Vendor, provided that such terms and conditions remain within the scope and original intent of the solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract and the addition of school districts interested in joining the ROE35 ISMC. Any and all modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the ROE35 ISMC and the Vendor prior to the enactment of such modifications.

4.20 Reports

Contractors shall be required to supply product utilization reports to school districts as requested.

SECTION V

SPECIAL CONDITIONS

5.1 Orders/Delivery:

a. Successful bidders will provide deliveries to designated areas (dry, refrigerated, frozen, etc.) at the Member District Sites (Section IX). Heavy cases over 30 lbs. will be put on the appropriate pallets.

b. The Member Districts must be advised of product substitutions at least twenty-four (24) hours in advance of delivery. Substitutions must be approved by the Director of Food Service or designee prior to delivery and will be of equal or higher quality at no additional charge. Should problems arise, the Member Districts reserve the right to order from other sources when the supplier cannot supply the product needed.

c. Deliveries to the sites listed in Section IX will be accepted Monday through Friday, when school is in session, between the hours of 6:30 AM and 2:00 pm, unless prior arrangements have been made with the Director of Food Service. Some districts will require deliveries for summer food programs.

d. An accurately priced delivery invoice must accompany all deliveries, and will include an invoice number; quantities of each item delivered, unit prices, and extended prices.

e. Credit memos shall be issued at delivery time for items on the invoices but not delivered.

f. An authorized food service employee must sign delivery invoices and credit memos, and a copy must be left with the Food Service Department at the time of delivery.

5.2 Delivery Temperatures

a. Frozen: All frozen foods are to be delivered rock-hard frozen at 0 degrees Fahrenheit, plus or minus 5 degrees F. Partially thawed goods, or products with evidence of thawing and refreezing, will be rejected at the time of delivery

b. Refrigerated: All refrigerated products shall be delivered at a product temperature appropriate to industry guidelines for that specific product, and shall have been maintained at this temperature at all times during storage and shipment, but never at a product temperature that exceeds 40 degrees Fahrenheit.

c. Dry: All dry products shall be delivered at a product temperature appropriate to industry guidelines for that specific product, and shall have been maintained at this temperature at all times during storage and shipment.

5.3 Inspection/Acceptance /Rejection:

The Member Districts reserve the right to reject any goods that contain defects in material or workmanship or that fail to meet the specifications contained herein or the vendor's warranties (express or implied). Rejected goods shall be removed at the expense of the vendor, promptly after notification of rejection, including transportation both ways. Vendor should be prepared to replace rejected items on a timely basis so as not to disrupt program production schedules.

5.4 Payment:

Payment will be made following approval by the Member Districts Board of Education. Payment by Member Districts' Boards for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specification contained herein.

5.5 Federal Monies:

It is estimated that 10% of the expenditures during the contract year will be paid out of federal monies.

SECTION VI

INSURANCE

General:
The Vendor shall not commence work under the Contract until he has obtained all insurance required, nor shall the Vendor allow any Subcontractor or Sub-subcontractor to commence work or any portion of the work unless all insurance required of the Subcontractor and the Vendor has similarly approved the Sub-subcontractor.

1. All such insurance shall be purchased only from companies licensed and duly authorized by the Department of Insurance of the State of Illinois to do business in Illinois and to write the types of insurance policies as herein specified. The companies shall have a policyholder's rating of "A" and a financial rating of "AAAAA" as stated in the latest edition of Best's Insurance Guide.
2. The insurance coverage required under this Article shall be maintained by the Vendor, Subcontractors and Sub-subcontractors until the Vendor completes all work and is accepted by the Member Districts.

Automobile Liability:
Each Vendor shall obtain, at his expense, Comprehensive Automobile Liability Insurance covering all owned, hired, and non-owned vehicles, providing for bodily injury and death coverage in limits of an amount not less than $500,000 per person and $1,000.000 per accident, and property damage coverage in limits of an amount not less than $500,000 per accident. The Vendor shall be the named insured.
Workmen's Compensation. Each Vendor shall obtain, at its expense, insurance protecting the Vendor from all liabilities that may be imposed under the Worker's Compensation Act and the Worker's Occupational Diseases Act of the State of Illinois. In the event any portion of the work is sublet, each Vendor shall require the Subcontractor and Sub-subcontractor to similarly provide such insurance for all their employees. The limit of liability afforded under the Employer's Liability Section of the Worker's Compensation and Employer's Liability Policy shall not be less than $500,000 for any one accident or occupational disease. Certificates of Insurance indicating State-approved self-insurance on aggregate excess for Worker's Compensation and Occupational Disease are acceptable, subject to the approval of the Member Districts.

Comprehensive General Liability and Property Damage:
Each Vendor shall obtain, at his expense, such Comprehensive General Liability and Property Damage Insurance as shall protect him from claims for damages for bodily injury, including accidental death, as well as from claims for property damage including loss of use resulting from accidental death, as well as from claims for property damage including loss of use resulting

there from, which may arise from activities under or incidental to the contract, both on or off the site, whether such activities be by himself, any subcontractor or Sub-subcontractor or anyone directly or indirectly employed by any of them, or as otherwise may be herein specified. Public Liability Insurance shall be in an amount not less than $3,000,000 for bodily injury, including accidental death, to any one person and subject to the same limits for any one occurrence. Property Damage Insurance shall be in an amount not less than $1,000,000 for damage to property in any one occurrence, with an aggregate limit of not less than $3,000,000. The comprehensive General Liability Insurance shall include coverage for Operations-Premises, Product Liability, Contractor's Protective Liability, Completed Operation,s and Contractual Liability. The policy shall be endorsed to provide Broad Form Property Damage Liability.

Owner's Protection:
Each Vendor shall provide, at its expense, Owner's Protective Insurance naming the Member Districts as Co-Insured, and shall include the Member Districts as named insureds under the foregoing Comprehensive General Liability and Property Damage Insurance. Said insurance shall afford the member districts the same protection and in the same amounts as required in the paragraph above for the supplier and shall protect the member districts from all claims for bodily injury and property damage arising from ownership of the premises and general supervision or observation of the work, including claims by employees of the Vendor, Subcontractors, or Sub-subcontractors.

The Vendor shall furnish the Member Districts copies of the policy, which shall contain a provision that the policy will not be canceled until at least 30 business days' prior written notice has been given to the Member Districts.

Within 15 business days after notice of Award, the Vendor shall file with the Member Districts a Certificate of Insurance showing complete coverage of all insurance required by this Article signed by the insurance companies or their authorized agents, certifying to the name and address of the party insured, the description of the work covered by such insurance, the insurance policy number, the limits of liability of the policies and dates of their expirations, with further certification from the insurance companies that their policies will not be materially modified, amended, changes, canceled, or terminated without 30 business days prior written notice to the Member Districts.

Certificates of Insurance and letters of indemnification of any form of Umbrella or Excess of Loss coverage for Employer's Liability, General Liability, or Auto Liability of not less than $4,000,000 for any one occurrence and subject to the same aggregate are acceptable in lieu of the limits specified in this Article, subject to the approval of the Member Districts as to form and amount of self-insured retention. The Member Districts reserve the right to require a copy of the entire policy.

SECTION VII

WEIGHTING FACTORS:

55% - Price

20% - Delivery

A. Drop Size
B. Drop Frequency
C. Delivery to each District
D. Minimum dollar amount for delivery, if any

10% - Internet-based ordering system

Vendor has an internet-based ordering system. Vendor's computerized ordering system allows customers to check current prices, has an inventory system, and will accept and process special orders. Vendor provides software and training for the use of online ordering at no charge. System must include the following reports:

- Usage with Cases and Dollars
- Case and Dollars by Personal Order Guide
- High – Low Usage with Cases
- High – Low Usage with Dollars
- Nutritionals on all products
- Usage by Vendor/Manufacturer
- Usage with Cases only
- Allows customers to check and print order history by item, district, and varying timeframes.

5% - Processing: Using Net Off Invoice and Rebates

Please detail what the following would entail:

5% - Annual Training Session/Food Shows

5% - Miscellaneous

SECTION VIII

Fixed Fee Chart

A. Fill in the fixed fee for any item (except catch weight) not in the proposal:

Laid-in Cost Per Unit (case)				Fixed Fee Per Unit (case)
$	15.00	$	Or less	$ 1.75
$	15.01	$	20.00	$ 2.00
$	20.01	$	25.00	$ 2.25
$	25.01	$	30.00	$ 2.50
$	30.01	$	35.00	$ 3.00
$	35.01	$	40.00	$ 3.50
$	40.01	$	45.00	$ 4.00
$	45.01	$	50.00	$ 4.50
$	50.01	$	55.00	$ 5.00
$	55.01	$	60.00	$ 5.50
$	60.01	$	65.00	$ 6.00
$	65.01	$	70.00	$ 6.00
$	70.01	$	75.00	$ 6.00
$	75.01	$	80.00	$ 6.00
$	80.01	Over		$ 6.00

B. Fill in the fee for catch weight items not on the list shall be:

Laid-in Cost Per Pound				Fixed Fee Per Pound
$	1.00	Or	less	$ .10
$	1.01	$	1.25	$ .10
$	1.26	$	1.50	$ .12
$	1.51	$	1.75	$ .12
$	1.76	$	2.00	$ .15
$	2.01	$	2.25	$ .15
$	2.26	$	2.50	$ .20
$	2.51	$	2.75	$ .20
$	2.76	$	3.00	$ .20
$	3.01	$	3.25	$ .25
$	3.26	$	3.50	$ .25
$	3.50	Over		$ .25

SECTION IX

SCHOOL	DIRECTOR	EMAIL	SCHOOL ADDRESS/PHONE	DELIVERIES PER WEEK
Academy of St Carlo Acutis	**Stacy Savitch**	**ssavitcvh@lasallecatholic.org**	**815-200-1991**	
LaSalle Campus	After 8:30		650 4th St, LaSalle 61301	1
Oglesby Campus			336 Alice Ave, Oglesby 61348	1
Peru Campus	After 8:30		2003 5th St, Peru 61354	1
Allen Otter Creek CCSD #65	**Kathlyn Craft**	**kcraft@ransomgradeschool.net**	**815-822-3082**	
Allen Otter Creek/Ransom			400 S Lane St Ransom 60470	1
Ball Chatham School Dist #5	**Chad Martel**	**cmartel@bcsd5.org**	**217-691-6316**	
Ball Elementary	Gates lock @ 7:20	Receiving door on east side of building	1015 New City Rd Chatham 62629	2 - Prefer Mon & Weds
Glenwood Elementary		Receiving door, south side, Under GES	1401 E Plummer Chatham 62629	2 - Prefer Mon & Weds
Glenwood High School		Loading dock on north side (back)	1501 E Plummer Chatham 62629	3 - Prefer Mon, Weds & Fri
Glenwood Intermediate		Loading dock on north side (back)	465 Chatham Rd Chatham 62629	2 - Prefer Mon & Weds
Glenwood Middle School		Receiving door on north side (back)	595 Chatham Rd Chatham 62629	3 - Prefer Mon, Weds, Fri
Chatham Elementary	Gates lock @ 8:30	Receiving door on west side, Taylor St	525 S College St Chatham 62629	2 - Prefer Mon & Weds
Bartonville Grade #66	**Kim Kirkbride**	**kkirkbride@bgs66.org**	**309-643-8113**	
		Back door on Keller	6000 S Adams St Bartonville 61607	1

Bureau Valley #340	**Ellen Ringle**	**eringle@bureauvalley.net**	**815-379-9352**	
Bureau Valley North			323 S Main St Walnut 61376	1
Bureau Valley High			9154 2125 North Ave Manlius 61338	2
Bureau Valley Elementary			109 W 4th St Wyanet 61379	1
Bureau Valley Elem & Jr High			9080 2125 N Ave Manlius 61338	2
Cambridge CUSD #227	**Katie Janson**	**kjanson@district227.org**	**309-932-4932**	
Cambridge Jr/Sr HS	Katie Janson	kjanson@district227.org	300 S West St, Cambridge 61238	1
Cambridge Grade School	Alice Ford	aford@district227.org	312 S West St, Cambridge 61338	1
Casey-Westfield CUSD #4C	**Jessica Henderson**	**jessica.henderson@caseywestfield.org**	**217-932-2178**	
Monroe Elementary	**Kelli Donhou**	**kelli.donhou@caseeywestfield.org**	301 E Monroe Ave Casey 62420	1
Casey-Westfield Jr-Sr HS			306 E Edgar Ave Casey 62420	1
Cissna Park CUSD #6	**Maria Stadeli**	**maria.stadeli@cpschool.org**	**815-383-0033**	
			511 N 2nd St Cissna Park 60924	1
Cornell Grade School #426	**Kayla Lyons**	**klyons@cornellgradeschool.org**	**815-358-2216**	
		Back kitchen door by the basketball court	300 7th St Cornell 61316	1
Creston CSD #161	**Diana Brizuela**	**dbrizuela@crestonschool.org**	**815-440-1111**	

			202 W South St Creston 60113	Bi-Weekly
Deer Park School #82	**Maria Hufnagel**	**mhufnagel@deerpark82.org**	**815-343-1108**	
			2350 E 1025th Rd Ottawa 61350	1
DePue Unit School Dist #103	**Elvia Moreno**	**morenoe@depueschools.org**	**815-915-5611**	
		Cafeteria window on Pleasant St	204 Pleasant St DePue 61322	2
Donovan CUSD #3	**Shantel Jacobs**	**jacobss@donovanschools.org**	**815-486-7395**	
Donovan Elementary		1/2 way down West driveway	2561 E US Hwy 52, Donovan 60931	1
Donovan Jr/Sr High		Take Dietrich on West side of school	600 North St, Donovan 60931	1
Earlville CUSD #9	**Deb Peters**	**dpeters@earlville9.org**	**815-830-5448**	
		Dock ramp behind East building-ring bell	415 W Union St, Earlville 60518	1-
East Moline School Dist #37	**Colin Kave**	**ckave@emds37.org**	**309-236-2215**	
East Moline Schoold Dist		2 docks	3451 Morton Dr, East Moline 61244	1/2
Glenview Middle School			3100 7th St, East Moline 61244	1/2
East Moline Early Learning Center			3100 4th Ave, East Moline 61244	1/2
Eswood CCSD #269	**Norna Seaworth**	**nseaworth@eswoodschool.org**	**815-751-1937**	

			304 N Main St, Lindenwood 61049	Monthly
Fieldcrest CUSD #6			**309-432-2177**	
Fieldcrest Intermediate	Kim Yunker	kyunker@unit6.org	306 N Maple, Toluca 61369	1
Fieldcrest Middle	Marla Antolik	mantolik@unit6.org	102 W Elm, Wenona 61377	1
Fieldcrest HS	Susie Swartz	sswartz@unit6.org	1 Dornbush Dr, Minonk 61760	1
Fieldcrest Primary	Lisa Yunker	ljunker@unit6.org	523 Johnson St, Minonk 61760	1
Flanagan-Cornell Unit #74	**Susan Ulrich**	**sulrich@fc74.org**	**815-419-5182**	
			292 E Falcon Hwy Flanagan 61740	1
Galesburg HS #205	**Matthew Davis**	**mdavis2@galesburg205.org**	**309-337-6708**	
High School			1135 W Fremont St Galesburg 61401	2
Hawthorne Center			2150 Veterans Dr Galesburg 61401	2
Geneseo CUSD #228	**Michele Hepner**	**mhepner@geneseoschools.org**	**309-853-6546**	
Geneseo High School			700 N State St, Geneseo 61254	2
Geneseo Middle School			Deliver to HS address	2
Millikin Elem			920 S Congress, Geneseo 61254	2
Grand Ridge Grade School #95	**Doreen Danko**	**dankod@grgs95.org**	**815-257-2079**	

			401 W Main, Grand Ridge 61325	1
Hall High School #502	**Shane Guenther**	**jwales@hallhighschool502.com**	**779-287-0997**	
		Door 19	800 W Erie St, Spring Valley 61362	2
Hazel Crest School	**Annie Wade**	**awade@sd1525.org**	**708-522-2358**	
Barack Obama		Deliver to door 5	16448 Park Ave, Markham 60428	2
Jesse White		Deliver to door 5	16910 Western Ave, Hazel Crest 60429	2
Henry-Senachwine CUD #5	**Sasha Stillwell**	**sstillwell@hscud5.org**	**309-238-2111**	
Henry-Senachwine HS			1023 College St, Henry 61537	1
Henry-Senachwine GS			912 Richard St, Henry 61537	1
Heyworth CUSD #4	**Julie Rogers**	**julier@husd4.org**	**309-242-2371**	
Heyworth Jr/Sr High			308 W Cleveland Heyworth 61745	2
Heyworth Elem			100 S Joselyn Heyworth 61745	2
Holy Cross	**Carrie Delhotal**	**@holycrossmendota.com**	**815-303-1053**	
			1008 Jefferson St Mendota 61342	1

Hoopeston Area School Dist #11	**Tina Samet**	**samettm@hoopeston.k12.il.us**	**217-474-9704**	
			615 E Orange Hoopeston 60942	2
Indian Creek School Dist #425	**Jane May**	**jane.may@ictwolves.com**	**815-824-2197**	
Indian Creek Elem			301 W Cherokee Ave, Shabbona 60550	1
Indian Creek HS			506 S Shabbona Rd Shabbona 60550	1
Indian Creek Middle School		Use front circle 220 N Maple St	301 E Garfield St Waterman 60556	1
Kemmerer Village	**Mike Dance**	**mike.dance@kemmerervillage.org**	**217-827-2384**	
			941 E 2500 Rd, Assumption 62510	1
Kewanee School Dist #229	**Pat Damron**	**pdamron@kcud229.org**	**309-525-1322**	
Kewanee High School			**1101 East 3rd St, Kewanee 61443**	2
Central Jr High			**215 E Central Blvd, Kewanee 61443**	2
Neponset Elem			**201 W Main St, Neponset 61345**	1
Kings CUSD #144	**Tracy Nason**	**tnason@kings144.org**	**815-562-7191**	
			100 First St, Kings 61068	Monthly
Ladd CCSD #94	**Becky Raineri**	**braineri@laddccsd94.com**	**815-303-5284**	

		West of building, yellow posts	232 E Cleveland, Ladd 61329	1
LaMoille Schools CUSD #303	**Janice Geuther**	**jgeuther@lamoilleschools.org**	**815-866-2975**	
LaMoille HS			801 S Main St LaMoille 61330	By-Weekly
Allen Grade School	Karen Fischer		301 Main St, LaMoille 61330	By-Weekly
LaSalle County Detention Home	**Jake Holland**	**jholland@lasallecounty.org**	**815-434-8300**	
			707 E Etna Rd, Ottawa 61350	1
LaSalle Elem #122	**Lori Pyszka**	**pyszkal@lasalleschools.net**	**815-228-1321**	
Lincoln Jr High			1165 St. Vincents Ave LaSalle 61301	1
Northwest Elem			1735 Malcolm Ave, LaSalle 61301	1
LaSalle Peru HS #120	**Bobby Riahi**	**briahi@lphs.net**	**815-220-2747**	
			541 Charters, LaSalle 61301	2
Lostant CUSD #425	**Desiree Dinoto**	**dinotod@lostantcomets.org**	**815-681-4818**	
		Back of school, south side	315 W 3rd St, Lostant 61334	1
Low-Point Washburn CUSD #21	**Jeanette Carter**	**carter@lwcusd21.com**	**309-238-3518**	
			508 E Walnut, Washburn 61570	1
Marseilles ESD #150	**Terrie Spicer**	**tspicer@mes150.org**	**815-579-5749**	

			201 Chicago St, Marseilles 61341	1
Mazon-Verona-Kinsman ESD #2C	**Danah Kenney**	**dkenny@mvkmavericks.org**	**815-354-1213**	
		East side at large overhead door #E2	1013 North St, Mazon 60444	1
Mendota Elementary School #289	**Carrie Delhotal**	**cdelho@m289.org**	**815-303-1053**	
		North driveway behind garage by dumpsters	1806 Guiles Ave, Mendota 61342	2
Mendota Twp High School #280	**Christa Dean**	**cdean@mendotahs.org**	**708-269-2072**	
			2300 W Main St, Mendota 61342	1
Meridian CUSD #15	**Dena Tague**	**tagued@meridianhawks.net**	**217-764-5269**	
Meridian Elementary School			509 S Lewis St, Blue Mound 62513	1
Meridian Middle/High School			728 S Wall St, Macon 62544	1
Metamora CC School #1	**Karla Kiesewetter**	**kkiesewetter@mgsredbirds.org**	**309-229-0559**	
			815 E Chatham St, Metamora 61548	1
Midland #7	**Carrie Hattan**	**chattan@midland-7.net**	**309-696-0567**	
Midland Elementary			**625 6th St, Lacon 61540**	2
Midland Middle School			**901 Hilltop Dr, Sparland 61565**	2
Midland High School			**1830 State Route 17, Varna 61375**	2

Milford Area Public Schools #124	**Janice Miller**	**jmiller@mpsk12.org**	**815-471-3038**	
			100 S Chicago St, Milford 60953	1
Miller Twp CCSD #210	**Rachel Childers**	**rchilders@miltonpope.net**	**815-587-5230**	
			3197 E 28th Rd, Marseilles 61341	1
Morris Elem School Dist #54	**Alisha Janociak**	**ajanociak@morris54.org**	**815-545-2968 or 815-318-6923**	
			2001 DuPont Ave, Morris 60450	1
Newark CCSD #66 & #18	**Mary Compton**	**mcompton@ngsd66.org**	**815-970-4622**	
			503 Chicago Rd, Newark 60541	1
North Mac CUSD #34	**Melissa ONeal**	**moneal@northmacschools.org**	**217-381-9818**	
North Mac Elem			755 W Fortune St Virden 62690	2
North Mac Middle School			525 N Third St, Girard 62640	2
North Mac HS			231 W Fortune St Virden 62690	2
Odell CCSD #435	**Misty Patchett**	**patchettm@odell.k12.il.us**	**816-909-8495**	
			203 N East St, Odell 60460	1
Oglesby Public Schools #125	**Brittney Stokes**	**stokesb@ops125.net**	**815-343-2833**	
Lincoln School			755 Bennett Ave, Oglesby 61348	1
Ohio CCGS #17 & HS #505	**Michelle Carr**	**mcarr@0sd17.com**	**815-376-2934**	
		East side of building, overhead garage	103 S Memorial St, Ohio 61349	1

Orion CUSD #223	**Sheri Schulenberg**	**sschulenberg@orionschools.us**	**309-526-3388**	
C.R. Hanna Elem School			900 14th Ave, Orion 61273	1
Orion Middle School			800 12th Ave, Orion 61273	1
Orion High School			1100 12th St, Orion 61273	1
Ottawa Elem Dist #141	**Vicki McConnell**	**vmcconnell@oes141.org**	**815-274-4180 or 815-313-3337**	
Shepherd		Behind school	701 E McKinley Rd, Ottawa 61350	2
Paw Paw CUSD #271	**Dawn Nicholson**	**dnicholson@2paws.net**	**815-973-1063**	
		Back door	511 Chapman St, Paw Paw 61353	1
Pawnee CSD #11	**Kedra Brown**	**kbrown@pawneeschools.org**	**217-625-2471 or 217-827-5641**	
		Door S in back of first school	810 Fourth St, Pawnee 62558	1
Peru Elem #124	**Toni Moss**	**tmoss@perued.net**	**815-503-2618**	
Parkside	Toni Moss		1800 Church St, Peru 61354	1
Northview	Holly Buczkowski		2100 Plum St, Peru 61354	1
Pontiac Dist #429	**Mary Schmidgall**	**Schmidgallmar@pontiac429.org**	**815-844-4563**	
Pontiac Jr High		Back door by the coolers	600 North Morrow St, Pontiac 61764	2
Pontiac High School #90	**Diana Dennis**	**ddennis@pontiac90.org**	**815-674-7789**	
			1100 E Indiana Ave, Pontiac 61764	2

Potomac CUSD #10	**Christie Fitzsimmons**	**fitzsimmonsc@potomac.k12.il.us**	**217-841-0008**	
			7915 US Rte 136, Potomac 61865	1
Prairie Central CUSD #8	**Susan Cavazos**	**scavazos@prairiecentral.org**	**815-274-6418**	
Primary East			407 S Fourth St, Chatsworth 609921	1
Primary West			700 S Division St, Chenoa 61726	1
Elementary			600 S First St, Fairbury 61739	1
Upper Elementary			312 N Center, Forrest 61741	1
Jr High School			800 N Wood, Forrest 61741	2
High School			411 N Seventh St, Fairbury 61739	2
Princeton Elem Dist #115	**Lisa Clark**	**foodservice.logan@pes115.org**	**815-866-4511**	
			25 S Mercer St, Princeton 61356	2
Princeton Twp High School #500	**Shawn Lewis**	**shawn.lewis@phs-il.org**	**815-878-5513 or 815-875-3308 x1052**	
			103 S Euclid, Princeton 61356	2
Prophetstown Lyndon Tampico	**Valorie Armstrong**	**varmstrong@plt3.org**	**815-590-0269**	

Prophetstown High School			38 Ferry St, Prophetstown 61277	1
Prophetstown Elem		Back of building	301 W Third St, Prophetstown 61277	1
Tampico Elem		Back of building	304 E Kimball, Tampico 61283	1
Putnam County CUSD #535	**Sheila Pinter**	**pinters@pcschools535.org**	**815-882-2800 or 815-878-4385**	
Junior High	Allison Delhotal		13183 N 350th Ave, McNabb 61335	1
Elementary	Jamie Seibert		326 S 5th St, Hennepin 61327	1
Primary	Heather Boggio		400 E Silverspoon Ave, Granville 61326	1
High School	Cindy Mennie		402 E Silverspoon Ave, Granville	1
Rantoul City Schools Dist #137	**Reinie Zedrick**	**rzedrick@rcs137.org**	**217-893-5400**	
			400 E Wabash Rantoul 61866	2
River Bend Shool Dist #2	**Stacey Collachia**	**scollachia@riverbendschools.net**	**309-558-8108**	
River Bend Middle School			415 12th St, Fulton 61252	2
Fulton High chool			1207 12th St, Fulton 61252	2
Riverdale CUSD #100	**Deb Beale**	**dbeale@riverdaleschools.org**	**309-523-3184 ext 4140**	
Riverdale Elem			9424 256th St North, Port Byron 61275	2
Riverdale High School			9622 256th St North, Port Byron 61275	2

Rock Island-Milan School Dist #41	**Beth MacKenna**	**beth.mackenna@rimsd41.org**	**309-429-2070**	
Central Kitchen			2000 7th Ave, Rock Island 61201	3
Rock Island High School			1400 25th Ave, Rock Island 61201	3
Edison Jurnior High			4141 9th St, Rock Island 61201	2
Washington Junior High		Takes Summer Delivery	3300 18th Ave, Rock Island 61201	2
Rockridge CUSD #300	**Kelli Weeks**	**kweeks@rr300.org**	**309-793-8001**	
Rockridge Jr Sr High		Deliver to Door 12	14110 134th Ave West, Taylor Ridge 61284	1
Andalusia Elem		Deliver to Door 7	112 7th Ave, Andalusia 61232	1
Taylor Ridge Elem		Deliver to Door 2	13227 Turkey Hallow Rd, Taylor Ridge 61284	1
Illinois City Elem		Deliver to Door 2	24017 122nd Ave West, Illinois City 61259	1
Rooks Creek CCSD #425	**Linda Zehr**	**zehrl@rookscreek.k12.il.us**	**815-743-5346 / 815-326-0176**	
			228 Lydia St Graymont, 61743	1

Rutland Twp CCSD #230	**Shelley Drake**	**sdrake@rutlandgs.org**	**815-252-2013**	
			3231 Il Rte 71 East, Ottawa 61350	1
St. Michael	**Heather Hinze**	**hhinze@stmichael-streator.org**	**815-673-3590**	
		Back door by the dumpster	410 S Park, Streator 61364	1
Saratoga CCD #60C	**Jen Carroll**	**jcarroll@sd60c.org**	**815-685-7138**	
		Door #17 at SW corner	4040 N Division St Morris 60450	2
Saunemin CCSD #439	**Darlene Crouch**	**olsonl@saunemin.org**	**815-832-4421**	
		West side door	39 Main St, Saunemin 61769	1
Seneca CCSD #170	**Wendy Condon**	**wcondon@sgs170.org**	**815-768-9742**	
South Campus			410 S Main St, Seneca 61360	1-2
North Campus			174 Oak St, Seneca 61360	1 X beginning of year
Seneca Twp High School #160	**Beth Miller**	**bmiller@senecahs.org**	**815-252-4333**	
		Door K on North side	307 E Scott St, Seneca 61360	2
Serena CUSD #2	**Melinda Temple**	**mtemple@unit2.net**	**815-973-1961**	
Serena High School			2283 N 3812th Rd Serena 60549	1
Silvis School District #34	**Colin Kave**	**ckave@emsd37.org**	**309-236-2215**	
George O Barr Elem			1305 5th Ave, Silvis 61282	1-2

Northeast Junior High School			4280 4th Ave, East Moline 61244	1-2
Smart Christian Academy	**Jody Jones**	**jodez1979@gmail.com**	**217-328-2532**	
Little Hearts & Hands			**Little Hearts & Hands**	2
Little Hearts & Hands			**2710 Boulder Dr, Urbana 61802**	2
Smart Christian Academy			**1912 E Windsor Rd, 61802**	2
Spring Valley CCSD #99	**Dayna Gaeta**	**gaeta.d@sv99.org**	**815-878-1441 / 815-664-8294**	
JFK	Christine Kelinau		999 Strong St, Spring Valley 61362	2
Steward Elem Dist #220	**Sarah Malcolm**	**smalcolm@stewardschool220.org**	**815-440-9349**	
		By kitchen door	602 Main St, Steward 60553	2
Streator ESD #44	**Bethany McConnell**	**bmcconnell@ses44.net**	**815-993-7271**	
Northlawn jr High			202 E First St, Streator 61364	2
Thomasboro CCSD #130	**Dave Novitski**	**dnovitski@tgs130.org**	**217-643-3275**	
			201 N Phillips, Thomasboro 61878	1
Tonica CCSD #79	**Jodi Robare**	**jrobare@tonicagradeschool.org**	**815-442-3420**	
		North door - buzz	535 N 1981st Rd, Tonica 61370	1

Tri-Point CUSD #6J	**Sharon Vito**	**vitos@tripointschools.org**	**309-212-7159**	
Tri-Point HS			100 E Vanalstyne St, Cullom 60629	1
Tri-Point Jr High			519 S Margaret St, Piper City 60959	1
Tri-Point Elem			100 E Main St, Kempton 60946	1
Tri-Valley CUSD #3	**Catie Cleary**	**ccleary@tri-valley3.org**	**815-228-0740**	
Tri-Velley Elem		Main entrance	409 E Washington St, Downs 61736	1
Tri-Valley MS		Back of school near dumpsters	505 E Washington St, Downs 61736	1
Tri-Valley HS		Side/back entrance	503 E Washington St, Downs 61736	1
Trinity Lutheran School	**Elsie Ranta**	**elsieranta@trinluth.org**	**217-369-3527**	
		Deliver to kitchen door "F" through back		1
United CUSD #304	**Tammi Hennenfent**	**tammi.hennenfent@u304.org**	**309-337-0964**	
United North Elem	Bobbi Niece	309-221-1832	411 West Hunt, Alexis 61412	1
United JH/West Elem	Taylor Lozier	309-221-5199	2138 State Hwy 135, Monmouth 61462	2
United HS	Rosemary Martin		1905 100th St, Monmouth 61462	2
United Township High School	**Scott Ringberg**	**sringberg@uths.net**	**309-236-2800**	
United Twp High School #30			1275 Avenue of the Cities, East Moline 61244	3

Wallace CCSD #195	**Tracy Roether**	**troether@wallacegs.org**	**815-228-3070**	
			1463 N 33rd Rd Ottawa 61350	1
Wethersfield District #230	**Ladosha Bystry**	**309-525-0892**	**lbystry@geese230.com**	
		Back to kitchen entrance by freezer		1
Williamsfield CUSD #210	**Nancy Brown**	**nancy.brown@billtown.org**	**309-337-5888**	
			325 W Kentucky Ave 61489	1
Woodland CUSD #5	**Sarah Parcher**	**parchers@woodland5.net**	**779-237-0441**	
			5800 E 3000 North Rd, Streator 61364	1
Zearing Child Enrichment Center	**Nicole Sampson**	**sampsonn.zcec@gmail.com**	**815-875-2335**	
			633 Masonic Dr Princeton 61356	1

SECTION X

CHRISTOPHER B. DVORAK
REGIONAL SUPERINTENDENT OF SCHOOLS
OTTAWA, ILLINOIS
CONTRACTORS' CERTIFICATION

As a duly authorized agent of the company, I do hereby certify that we are not barred from bidding on this contract/project as a result of a conviction on either Section E or Chapter 38 of the Illinois Revised Statutes for bid rigging or bid rotating.

Company Name: Kohl Wholesale

Address: 130 Jersey
Quincy. IL 62301

Date: 2-23-26

By: _____(Signature)

Title: President

Phone: 800-245-5645

Subscribed and sworn to before me this 23rd day of February 2026.

Sherry R Cantrell

Notary Public
SEAL

Notary Public, State of Illinois
Official Seal
Sherry R Cantrell
Commission # 701808
My Commission Expires 4/30/2029

Note: This form must be returned with your completed bid specifications. Failure to do so will disqualify your bid.

Section XI

RETURN PROPOSAL:

By 3:00 PM CST on February 25, 2026, bidders must submit the bid electronically. The electronic version must be submitted through the Interflex BidAdvantage system. We also ask that a hard copy of the bid be returned to the address below, by 3:00 PM CST on February 25, 2026

Vendor name: Kohl Wholesale

Address: 130 Jersey City: Quincy

State: Illinois Zip: 62301 Telephone: 800-222-5645

Contact Person: Tempa McReynolds Title: Bid Pricing Manager

Authorized Signature: Tempa McReynolds Date: 2-23-26

Contract Administrator:

Christopher B. Dvorak
LaSalle, Marshall, Putnam
Regional Office of Education
119 W. Madison St, Room 102
Ottawa, IL 61350

Authorized Signature _____ Date: _____
(Administrative Agent)

The ROE35 Illinois School Meals Cooperative is an Equal Opportunity Employer.
We reserve the Right to reject any and all bids.
We reserve the Right to overlook errors in bids that are not substantial.

Section XII

RETURN PROPOSAL:

Bidders must submit the bid electronically. The electronic version must be submitted through the Interflex BidAdvantage system by 3:00 PM CST on February 25, 2026. We also request that a hard copy be sent as stated on page 1.

Vendor Name: Kohl Wholesale

Weighting Factors - This form MUST be returned with your proposal.

Please confirm the following items:

Vendor has supplied accurate calculations and extensions of RFP prices. (Yes) or No

Vendor agrees to maintain 100 percent of listed bid items in stock. (Yes) or No

Vendor has an internet-based ordering system. (Yes) or No

Vendor's computerized ordering system allows customers to check current prices. (Yes) or No

Vendor provides software and training for the use of online ordering at no charge. (Yes) or No

A computerized ordering system allows customers to check the inventory of items. (Yes) or No

Vendor's ordering system has nutritional information on every product. (Yes) or No

Vendor offers Rebates. (Yes) or No

ILLINOIS
STATE BOARD OF
EDUCATION

100 North First Street
Springfield, Illinois 62777-0001

CERTIFICATE REGARDING LOBBYING

NUTRITION DEPARTMENT

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit the Illinois State Board of Education (ISBE) form, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Kohl Wholesale
Organization Name

PR/Award Number or Project Name

Tempa McReynolds
Name of Authorized Representative

Bid Pricing Manager
Title

Tempa McReynolds
***Digital or Original** Signature of Authorized Representative*

2-23-26
Date

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Scott Vance, Assistant Superintendent for Teaching and Learning
Date: May 12, 2026
Re: Open Up Annual Curriculum Renewal

The Teaching and Learning department annually purchases materials, digital licenses, and instructional professional development in support of the approved Rock Island-Milan School District curriculum.

The digital components are the online teacher and/or student access to the curriculum as well as intervention materials for math, reading, and science. Listed below are the details for this annual renewal:

Open Up (EL Education Grades 3-8): $103,290.00

Open Up Resources is the vendor for the District's 3rd through 7th grade core ELA curriculum (EL Education). EL Education is a nationally recognized English Language Arts curriculum that engages students in cross content areas such as science and social studies.

It is recommended that the Board of Education approve the purchase of curriculum materials at a total cost of $103,290.00 from Open Up Resources, DEPT LA #24903, Pasadena, CA.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: $103,290.00
Funding Source: Federal Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Proposal for Partnership

Quote Number	Q-65803	**Created Date**	04/23/2026
Account Name	Denkmann Elementary (IL)	**Expiration Date**	05/23/2026
Primary Contact	Stacey Golz	**Prepared By**	Kristin Munson
		Email	kristin.munson@openup.org

804

Bill To Accounts Payable- RIM
2101 6TH Ave
Rock Island, IL 61201

Ship To Stacey Golz
4101 22nd Ave
Rock Island, IL 61201

Introduction

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

Product	Product Code	Unit Price	Qty.	Total Price
OUR EL G3 LANG ART SDNT COURSE	9781683623762	$40.00	30	$1,200.00
OUR EL G4 LANG ART SDNT COURSE	9781683623779	$40.00	15	$600.00
OUR EL G5 LANG ART SDNT COURSE	9781683623786	$40.00	40	$1,600.00
OUR EL G6 LANG ART SDNT COURSE	9781643119410	$51.00	50	$2,550.00
OUR EL G3 Mod 1 Sdnt Wkbk	9781683622352	$14.00	15	$210.00
OUR EL G3 Mod 3 Sdnt Wkbk	9781683623175	$14.00	10	$140.00
OUR EL G4 Mod 1 Sdnt Wkbk	9781683622383	$14.00	5	$70.00

OUR EL G4 Mod 2 Sdnt Wkbk	9781683623236	$14.00	25	$350.00
OUR EL G5 Mod 2 Sdnt Wkbk	9781683623328	$14.00	15	$210.00
OUR EL G6 Mod 4 Sdnt Wkbk	9781683625995	$18.00	5	$90.00

Subtotal: $7,020.00

Standard Shipping Subtotal: FREE*

Total: $7,020.00

Terms & Conditions

Pricing Information:

- All prices are in US dollars and valid for 30 days from the date of this proposal. After this time period, prices, products, and services are subject to change without notice.
- Note: This is a cost proposal, not a formal contract.

Shipping and Handling Charges:

- **All orders for Alaska and Hawaii will be charged shipping based on weight and distance.**
- Standard orders will be shipped via ground carrier, standard delivery.
- Books are packed in cartons labeled with Grade and Unit Number. Pallets will be organized by the receiving school or district to aid in distribution to the appropriate locations. To minimize the number of pallets shipped per school, materials for more than one grade level may appear on a single pallet.
- *Additional charges may apply for expedited shipments or exceptionally large orders; please contact your field specialist if you have special shipping or delivery requirements. Requests for shipping or product order changes after submission of your order will be accommodated whenever possible, though fees for re-direction may apply.

Ordering Information:

Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

Proposal for Partnership

Quote Number	Q-65804	**Created Date**	04/23/2026
Account Name	Earl Hanson Elementary (IL)	**Expiration Date**	05/23/2026
Primary Contact	Stacey Golz	**Prepared By**	Kristin Munson
		Email	kristin.munson@openup.org

806

Bill To
Accounts Payable- RIM
2101 6TH Ave
Rock Island, IL 61201

Ship To
Stacey Golz
4000 9th St
Rock Island, IL 61201

Introduction

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

Product	Product Code	Unit Price	Qty.	Total Price
OUR EL G3 LANG ART SDNT COURSE	9781683623762	$40.00	20	$800.00
OUR EL G4 LANG ART SDNT COURSE	9781683623779	$40.00	5	$200.00
OUR EL G5 LANG ART SDNT COURSE	9781683623786	$40.00	30	$1,200.00
OUR EL G3 Mod 2 Sdnt Wkbk	9781683623144	$14.00	5	$70.00
OUR EL G3 Mod 4 Sdnt Wkbk	9781683623205	$14.00	15	$210.00
OUR EL G4 Mod 2 Sdnt Wkbk	9781683623236	$14.00	25	$350.00
OUR EL G4 Mod 3 Sdnt Wkbk	9781683623267	$14.00	10	$140.00

OUR EL G5 Mod 2 Sdnt Wkbk	9781683623328	$14.00	5	$70.00
OUR EL G6 Mod 1 Sdnt Wkbk	9781683625964	$18.00	15	$270.00
OUR EL G6 Mod 4 Sdnt Wkbk	9781683625995	$18.00	5	$90.00

Subtotal: $3,400.00

Standard Shipping Subtotal: FREE*

Total: $3,400.00

Terms & Conditions

Pricing Information:

- All prices are in US dollars and valid for 30 days from the date of this proposal. After this time period, prices, products, and services are subject to change without notice.
- Note: This is a cost proposal, not a formal contract.

Shipping and Handling Charges:

- **All orders for Alaska and Hawaii will be charged shipping based on weight and distance.**
- Standard orders will be shipped via ground carrier, standard delivery.
- Books are packed in cartons labeled with Grade and Unit Number. Pallets will be organized by the receiving school or district to aid in distribution to the appropriate locations. To minimize the number of pallets shipped per school, materials for more than one grade level may appear on a single pallet.
- *Additional charges may apply for expedited shipments or exceptionally large orders; please contact your field specialist if you have special shipping or delivery requirements. Requests for shipping or product order changes after submission of your order will be accommodated whenever possible, though fees for re-direction may apply.

Ordering Information:

Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

Proposal for Partnership

Quote Number	Q-65805	**Created Date**	04/23/2026
Account Name	Eugene Field School (IL)	**Expiration Date**	05/23/2026
Primary Contact	Stacey Golz	**Prepared By**	Kristin Munson
		Email	kristin.munson@openup.org

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Bill To
Accounts Payable- RIM
2101 6TH Ave
Rock Island, IL 61201

Ship To
Stacey Golz
2900 31st Ave
Rock Island, IL 61201

Introduction

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

Product	Product Code	Unit Price	Qty.	Total Price
OUR EL G3 LANG ART SDNT COURSE	9781683623762	$40.00	45	$1,800.00
OUR EL G4 LANG ART SDNT COURSE	9781683623779	$40.00	60	$2,400.00
OUR EL G5 LANG ART SDNT COURSE	9781683623786	$40.00	65	$2,600.00
OUR EL G6 LANG ART SDNT COURSE	9781643119410	$51.00	70	$3,570.00
OUR EL G3 Mod 1 Sdnt Wkbk	9781683622352	$14.00	5	$70.00
OUR EL G5 Mod 2 Sdnt Wkbk	9781683623328	$14.00	10	$140.00
OUR EL G5 Mod 3 Sdnt Wkbk	9781683623359	$14.00	20	$280.00

Subtotal: $10,860.00

Standard Shipping Subtotal: FREE*

Total: $10,860.00

Terms & Conditions

Pricing Information:

- All prices are in US dollars and valid for 30 days from the date of this proposal. After this time period, prices, products, and services are subject to change without notice. 809
- Note: This is a cost proposal, not a formal contract.

Shipping and Handling Charges:

- **All orders for Alaska and Hawaii will be charged shipping based on weight and distance.**
- Standard orders will be shipped via ground carrier, standard delivery.
- Books are packed in cartons labeled with Grade and Unit Number. Pallets will be organized by the receiving school or district to aid in distribution to the appropriate locations. To minimize the number of pallets shipped per school, materials for more than one grade level may appear on a single pallet.
- *Additional charges may apply for expedited shipments or exceptionally large orders; please contact your field specialist if you have special shipping or delivery requirements. Requests for shipping or product order changes after submission of your order will be accommodated whenever possible, though fees for re-direction may apply.

Ordering Information:

Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

Payment Information:

- We kindly request payment within 30 days. Open Up Resources is a 501C3 not-for-profit organization.
- Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. In the event of late payment, you will be liable for all reasonable costs and expenses incurred in the collection of overdue amounts, including but not limited to reasonable attorney's fees, court costs, and third-party collection agency fees, to the fullest extent permitted by applicable law.

Proposal for Partnership

Quote Number	Q-65806	**Created Date**	04/23/2026
Account Name	Frances Willard School (IL)	**Expiration Date**	05/23/2026
Primary Contact	Stacey Golz	**Prepared By**	Kristin Munson
		Email	kristin.munson@openup.org

810

Bill To Accounts Payable- RIM
2503 9th St
Rock Island, IL 61201

Ship To Stacey Golz
2503 9th St
Rock Island, IL 61201-5278

Introduction

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

Product	Product Code	Unit Price	Qty.	Total Price
OUR EL G3 LANG ART SDNT COURSE	9781683623762	$40.00	25	$1,000.00
OUR EL G4 LANG ART SDNT COURSE	9781683623779	$40.00	25	$1,000.00
OUR EL G5 LANG ART SDNT COURSE	9781683623786	$40.00	30	$1,200.00
OUR EL G6 LANG ART SDNT COURSE	9781643119410	$51.00	30	$1,530.00
OUR EL G3 Mod 1 Sdnt Wkbk	9781683622352	$14.00	5	$70.00
OUR EL G3 Mod 3 Sdnt Wkbk	9781683623175	$14.00	5	$70.00
OUR EL G4 Mod 1 Sdnt Wkbk	9781683622383	$14.00	20	$280.00

OUR EL G4 Mod 3 Sdnt Wkbk	9781683623267	$14.00	10	$140.00
OUR EL G6 Mod 1 Sdnt Wkbk	9781683625964	$18.00	5	$90.00
OUR EL G6 Mod 3 Sdnt Wkbk	9781683625988	$18.00	5	$90.00

Subtotal: $5,470.00

Standard Shipping Subtotal: FREE*

Total: $5,470.00

Terms & Conditions

Pricing Information:

- All prices are in US dollars and valid for 30 days from the date of this proposal. After this time period, prices, products, and services are subject to change without notice.
- Note: This is a cost proposal, not a formal contract.

Shipping and Handling Charges:

- **All orders for Alaska and Hawaii will be charged shipping based on weight and distance.**
- Standard orders will be shipped via ground carrier, standard delivery.
- Books are packed in cartons labeled with Grade and Unit Number. Pallets will be organized by the receiving school or district to aid in distribution to the appropriate locations. To minimize the number of pallets shipped per school, materials for more than one grade level may appear on a single pallet.
- *Additional charges may apply for expedited shipments or exceptionally large orders; please contact your field specialist if you have special shipping or delivery requirements. Requests for shipping or product order changes after submission of your order will be accommodated whenever possible, though fees for re-direction may apply.

Ordering Information:

Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

Proposal for Partnership

Quote Number	Q-65807	**Created Date**	04/23/2026
Account Name	Longfellow Elementary (IL)	**Expiration Date**	05/23/2026
Primary Contact	Stacey Golz	**Prepared By**	Kristin Munson
		Email	kristin.munson@openup.org

Bill To
Accounts Payable- RIM
4198 7th Ave
Rock Island, IL 61201

Ship To
Stacey Golz
4198 7th Ave
Rock Island, IL 61201-2250

Introduction

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

Product	Product Code	Unit Price	Qty.	Total Price
OUR EL G3 LANG ART SDNT COURSE	9781683623762	$40.00	20	$800.00
OUR EL G4 LANG ART SDNT COURSE	9781683623779	$40.00	35	$1,400.00
OUR EL G5 LANG ART SDNT COURSE	9781683623786	$40.00	25	$1,000.00
OUR EL G6 LANG ART SDNT COURSE	9781643119410	$51.00	25	$1,275.00
OUR EL G3 Mod 1 Sdnt Wkbk	9781683622352	$14.00	30	$420.00
OUR EL G3 Mod 2 Sdnt Wkbk	9781683623144	$14.00	15	$210.00
OUR EL G4 Mod 3 Sdnt Wkbk	9781683623267	$14.00	5	$70.00

Subtotal: $5,175.00

Standard Shipping Subtotal: FREE*

Total: $5,175.00

Terms & Conditions

Pricing Information:

- All prices are in US dollars and valid for 30 days from the date of this proposal. After this time period, prices, products, and services are subject to change without notice.
- Note: This is a cost proposal, not a formal contract.

Shipping and Handling Charges:

- **All orders for Alaska and Hawaii will be charged shipping based on weight and distance.**
- Standard orders will be shipped via ground carrier, standard delivery.
- Books are packed in cartons labeled with Grade and Unit Number. Pallets will be organized by the receiving school or district to aid in distribution to the appropriate locations. To minimize the number of pallets shipped per school, materials for more than one grade level may appear on a single pallet.
- *Additional charges may apply for expedited shipments or exceptionally large orders; please contact your field specialist if you have special shipping or delivery requirements. Requests for shipping or product order changes after submission of your order will be accommodated whenever possible, though fees for re-direction may apply.

Ordering Information:

Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

Payment Information:

- We kindly request payment within 30 days. Open Up Resources is a 501C3 not-for-profit organization.
- Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. In the event of late payment, you will be liable for all reasonable costs and expenses incurred in the collection of overdue amounts, including but not limited to reasonable attorney’s fees, court costs, and third-party collection agency fees, to the fullest extent permitted by applicable law.

Shortages and Damaged Materials

Please inventory your materials upon receipt. Open Up Resources will replace damaged, missing, or incorrect materials from an order at no cost to the customer if notified within 30 days of the shipment arrival date.

Return requests for any other reason must be made within 30 days of the shipment arrival date and will be considered by Open Up Resources on a case-by-case basis.

The following materials are not refundable:

- Custom trade book bundles and their bins
- Lab Materials Kits

Warranty:

- Open Up warrants to the District that for one year from the date of purchase (the 'Warranty Period'), all printed textbooks provided by Open Up pursuant to this RFP ('Textbooks') will be free from material manufacturing defects in material and workmanship that render such Textbooks unusable. To the extent that a material manufacturing defect that makes any Textbook unusable is discovered during the Warranty Period, Open Up will provide the District with a functionally equivalent replacement Textbook at no additional cost to the District. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, OPEN UP MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TEXTBOOKS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THIS WARRANTY DOES NOT APPLY TO LAB MATERIALS KITS.
- The District must make best efforts to inspect books for material defects within 60 days of receipt to ensure timely replacement.
- Issues requiring warranty support may be directed to support@openup.org.

Proposal for Partnership

Quote Number	Q-65808	**Created Date**	04/23/2026
Account Name	Ridgewood Elementary School (IL)	**Expiration Date**	05/23/2026
Primary Contact	Stacey Golz	**Prepared By**	Kristin Munson
		Email	kristin.munson@openup.org

815

Bill To
Accounts Payable- RIM
2101 6TH Ave
Rock Island, IL 61201

Ship To
Stacey Golz
9607 14th St W
Rock Island, IL 61201

Introduction

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

Product	Product Code	Unit Price	Qty.	Total Price
OUR EL G3 LANG ART SDNT COURSE	9781683623762	$40.00	35	$1,400.00
OUR EL G4 LANG ART SDNT COURSE	9781683623779	$40.00	30	$1,200.00
OUR EL G5 LANG ART SDNT COURSE	9781683623786	$40.00	25	$1,000.00
OUR EL G6 LANG ART SDNT COURSE	9781643119410	$51.00	30	$1,530.00
OUR EL G4 Mod 1 Sdnt Wkbk	9781683622383	$14.00	5	$70.00
OUR EL G4 Mod 2 Sdnt Wkbk	9781683623236	$14.00	5	$70.00
OUR EL G5 Mod 1 Sdnt Wkbk	9781683622413	$14.00	10	$140.00

OUR EL G5 Mod 3 Sdnt Wkbk	9781683623359	$14.00	25	$350.00

Subtotal: $5,760.00

Standard Shipping Subtotal: FREE*

Total: $5,760.00

Terms & Conditions

Pricing Information:

- All prices are in US dollars and valid for 30 days from the date of this proposal. After this time period, prices, products, and services are subject to change without notice.
- Note: This is a cost proposal, not a formal contract.

Shipping and Handling Charges:

- **All orders for Alaska and Hawaii will be charged shipping based on weight and distance.**
- Standard orders will be shipped via ground carrier, standard delivery.
- Books are packed in cartons labeled with Grade and Unit Number. Pallets will be organized by the receiving school or district to aid in distribution to the appropriate locations. To minimize the number of pallets shipped per school, materials for more than one grade level may appear on a single pallet.
- *Additional charges may apply for expedited shipments or exceptionally large orders; please contact your field specialist if you have special shipping or delivery requirements. Requests for shipping or product order changes after submission of your order will be accommodated whenever possible, though fees for re-direction may apply.

Ordering Information:

Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

Payment Information:

- We kindly request payment within 30 days. Open Up Resources is a 501C3 not-for-profit organization.
- Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. In the event of late payment, you will be liable for all reasonable costs and expenses incurred in the collection of overdue amounts, including but not

Proposal for Partnership

Quote Number	Q-65809	**Created Date**	04/24/2026
Account Name	Rock Island Academy (IL)	**Expiration Date**	05/23/2026
Primary Contact	Stacey Golz	**Prepared By**	Kristin Munson
		Email	kristin.munson@openup.org

Bill To Accounts Payable- RIM
2101 6TH Ave
Rock Island, IL 61201

Ship To Stacey Golz
930 14th St
Rock Island, IL 61201

Introduction

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

Product	Product Code	Unit Price	Qty.	Total Price
OUR EL G3 LANG ART SDNT COURSE	9781683623762	$40.00	75	$3,000.00
OUR EL G4 LANG ART SDNT COURSE	9781683623779	$40.00	15	$600.00
OUR EL G5 LANG ART SDNT COURSE	9781683623786	$40.00	90	$3,600.00
OUR EL G6 LANG ART SDNT COURSE	9781643119410	$51.00	75	$3,825.00
OUR EL G3 Mod 1 Sdnt Wkbk	9781683622352	$14.00	5	$70.00
OUR EL G3 Mod 3 Sdnt Wkbk	9781683623175	$14.00	15	$210.00
OUR EL G4 Mod 3 Sdnt Wkbk	9781683623267	$14.00	20	$280.00

OUR EL G4 Mod 4 Sdnt Wkbk	9781683623298	$14.00	15	$210.00
OUR EL G6 Mod 3 Sdnt Wkbk	9781683625988	$18.00	25	$450.00
OUR EL G6 Mod 4 Sdnt Wkbk	9781683625995	$18.00	25	$450.00

Subtotal: $12,695.00

Standard Shipping Subtotal: FREE*

Total: $12,695.00

Terms & Conditions

Pricing Information:

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- Note: This is a cost proposal, not a formal contract.

Shipping and Handling Charges:

- **All orders for Alaska and Hawaii will be charged shipping based on weight and distance.**
- Standard orders will be shipped via ground carrier, standard delivery.
- Books are packed in cartons labeled with Grade and Unit Number. Pallets will be organized by the receiving school or district to aid in distribution to the appropriate locations. To minimize the number of pallets shipped per school, materials for more than one grade level may appear on a single pallet.
- *Additional charges may apply for expedited shipments or exceptionally large orders; please contact your field specialist if you have special shipping or delivery requirements. Requests for shipping or product order changes after submission of your order will be accommodated whenever possible, though fees for re-direction may apply.

Ordering Information:

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- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

Proposal for Partnership

Quote Number	Q-65810	**Created Date**	04/24/2026
Account Name	Rock Island Center Math & Science (IL)	**Expiration Date**	05/23/2026
Primary Contact	Stacey Golz	**Prepared By**	Kristin Munson
		Email	kristin.munson@openup.org

Bill To
Accounts Payable- RIM
2000 7th Avenue
Rock Island, IL 61201

Ship To
Stacey Golz
2101 16th Avenue
Rock Island, IL 61201-3657

Introduction

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

Product	Product Code	Unit Price	Qty.	Total Price
OUR EL G3 LANG ART SDNT COURSE	9781683623762	$40.00	65	$2,600.00
OUR EL G4 LANG ART SDNT COURSE	9781683623779	$40.00	75	$3,000.00
OUR EL G5 LANG ART SDNT COURSE	9781683623786	$40.00	50	$2,000.00
OUR EL G6 LANG ART SDNT COURSE	9781643119410	$51.00	60	$3,060.00
OUR EL G3 Mod 4 Sdnt Wkbk	9781683623205	$14.00	5	$70.00
OUR EL G5 Mod 1 Sdnt Wkbk	9781683622413	$14.00	20	$280.00
OUR EL G5 Mod 2 Sdnt Wkbk	9781683623328	$14.00	20	$280.00

OUR EL G6 Mod 2 Sdnt Wkbk	9781683625971	$18.00	5	$90.00
OUR EL G6 Mod 4 Sdnt Wkbk	9781683625995	$18.00	30	$540.00

Subtotal: $11,920.00

Standard Shipping Subtotal: FREE*

Total: $11,920.00

Terms & Conditions

Pricing Information:

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- Note: This is a cost proposal, not a formal contract.

Shipping and Handling Charges:

- **All orders for Alaska and Hawaii will be charged shipping based on weight and distance.**
- Standard orders will be shipped via ground carrier, standard delivery.
- Books are packed in cartons labeled with Grade and Unit Number. Pallets will be organized by the receiving school or district to aid in distribution to the appropriate locations. To minimize the number of pallets shipped per school, materials for more than one grade level may appear on a single pallet.
- *Additional charges may apply for expedited shipments or exceptionally large orders; please contact your field specialist if you have special shipping or delivery requirements. Requests for shipping or product order changes after submission of your order will be accommodated whenever possible, though fees for re-direction may apply.

Ordering Information:

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- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

Payment Information:

- We kindly request payment within 30 days. Open Up Resources is a 501C3 not-for-profit organization.

Proposal for Partnership

Quote Number	Q-65811	**Created Date**	04/24/2026
Account Name	Thomas Jefferson Elementary (IL)	**Expiration Date**	05/23/2026
Primary Contact	Stacey Golz	**Prepared By**	Kristin Munson
		Email	kristin.munson@openup.org

Bill To Accounts Payable- RIM
2101 6TH Ave
Milan, IL 61201

Ship To Stacey Golz
1307 4th St W
Rock Island, IL 61264

Introduction

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

Product	Product Code	Unit Price	Qty.	Total Price
OUR EL G3 LANG ART SDNT COURSE	9781683623762	$40.00	30	$1,200.00
OUR EL G4 LANG ART SDNT COURSE	9781683623779	$40.00	50	$2,000.00
OUR EL G5 LANG ART SDNT COURSE	9781683623786	$40.00	45	$1,800.00
OUR EL G6 LANG ART SDNT COURSE	9781643119410	$51.00	40	$2,040.00
OUR EL G3 Mod 1 Sdnt Wkbk	9781683622352	$14.00	5	$70.00
OUR EL G3 Mod 3 Sdnt Wkbk	9781683623175	$14.00	30	$420.00
OUR EL G5 Mod 1 Sdnt Wkbk	9781683622413	$14.00	15	$210.00

OUR EL G5 Mod 2 Sdnt Wkbk	9781683623328	$14.00	5	$70.00
OUR EL G6 Mod 3 Sdnt Wkbk	9781683625988	$18.00	10	$180.00
OUR EL G6 Mod 4 Sdnt Wkbk	9781683625995	$18.00	10	$180.00

Subtotal: $8,170.00

Standard Shipping Subtotal: FREE*

Total: $8,170.00

Terms & Conditions

Pricing Information:

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- Note: This is a cost proposal, not a formal contract.

Shipping and Handling Charges:

- **All orders for Alaska and Hawaii will be charged shipping based on weight and distance.**
- Standard orders will be shipped via ground carrier, standard delivery.
- Books are packed in cartons labeled with Grade and Unit Number. Pallets will be organized by the receiving school or district to aid in distribution to the appropriate locations. To minimize the number of pallets shipped per school, materials for more than one grade level may appear on a single pallet.
- *Additional charges may apply for expedited shipments or exceptionally large orders; please contact your field specialist if you have special shipping or delivery requirements. Requests for shipping or product order changes after submission of your order will be accommodated whenever possible, though fees for re-direction may apply.

Ordering Information:

Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

Proposal for Partnership

Quote Number	Q-65812	**Created Date**	04/24/2026
Account Name	Edison Junior High School (IL)	**Expiration Date**	05/23/2026
Primary Contact	Stacey Golz	**Prepared By**	Kristin Munson
		Email	kristin.munson@openup.org

Bill To
Accounts Payable- RIM
4141 9th St
Rock Island, IL 61201

Ship To
Stacey Golz
4141 9th St
Rock Island, IL 61201-6753

Introduction

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

Product	Product Code	Unit Price	Qty.	Total Price
OUR EL G7 LANG ART SDNT CRS 21	9781638422549	$51.00	140	$7,140.00
OUR EL G8 LANG ART SDNT COURSE	9781643119434	$51.00	125	$6,375.00
OUR EL G7 Mod 1 Sdnt Wkbk	9781683626008	$18.00	20	$360.00
OUR EL G7 Mod 4 Sdnt Wkbk	9781683626039	$18.00	10	$180.00
OUR EL G8 Mod 1 Sdnt Wkbk	9781683626046	$18.00	5	$90.00
OUR EL G8 Mod 2 Sdnt Wkbk	9781683626053	$18.00	15	$270.00

Subtotal: $14,415.00

Standard Shipping Subtotal: FREE*

Total: $14,415.00

Terms & Conditions

Pricing Information:

- All prices are in US dollars and valid for 30 days from the date of this proposal. After this time period, prices, products, and services are subject to change without notice.
- Note: This is a cost proposal, not a formal contract.

Shipping and Handling Charges: 824

- **All orders for Alaska and Hawaii will be charged shipping based on weight and distance.**
- Standard orders will be shipped via ground carrier, standard delivery.
- Books are packed in cartons labeled with Grade and Unit Number. Pallets will be organized by the receiving school or district to aid in distribution to the appropriate locations. To minimize the number of pallets shipped per school, materials for more than one grade level may appear on a single pallet.
- *Additional charges may apply for expedited shipments or exceptionally large orders; please contact your field specialist if you have special shipping or delivery requirements. Requests for shipping or product order changes after submission of your order will be accommodated whenever possible, though fees for re-direction may apply.

Ordering Information:

Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

Payment Information:

- We kindly request payment within 30 days. Open Up Resources is a 501C3 not-for-profit organization.
- Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. In the event of late payment, you will be liable for all reasonable costs and expenses incurred in the collection of overdue amounts, including but not limited to reasonable attorney's fees, court costs, and third-party collection agency fees, to the fullest extent permitted by applicable law.

Shortages and Damaged Materials

Proposal for Partnership

Quote Number	Q-65813	**Created Date**	04/24/2026
Account Name	Washington Junior High School (IL)	**Expiration Date**	05/23/2026
Primary Contact	Stacey Golz	**Prepared By**	Kristin Munson
		Email	kristin.munson@openup.org

825

Bill To Accounts Payable- RIM
3300 18th Ave
Rock Island, IL 61201

Ship To Stacey Golz
3300 18th Ave
Rock Island, IL 61201-2946

Introduction

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

Product	Product Code	Unit Price	Qty.	Total Price
OUR EL G7 LANG ART SDNT CRS 21	9781638422549	$51.00	175	$8,925.00
OUR EL G8 LANG ART SDNT COURSE	9781643119434	$51.00	50	$2,550.00
OUR EL G7 Mod 1 Sdnt Wkbk	9781683626008	$18.00	15	$270.00
OUR EL G7 Mod 3 Sdnt Wkbk	9781683626022	$18.00	110	$1,980.00
OUR EL G8 Mod 1 Sdnt Wkbk	9781683626046	$18.00	135	$2,430.00
OUR EL G8 Mod 2 Sdnt Wkbk	9781683626053	$18.00	125	$2,250.00

Subtotal: $18,405.00

Standard Shipping Subtotal: FREE*

Total: $18,405.00

Terms & Conditions

Pricing Information:

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- Note: This is a cost proposal, not a formal contract.

Shipping and Handling Charges:

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- **All orders for Alaska and Hawaii will be charged shipping based on weight and distance.**
- Standard orders will be shipped via ground carrier, standard delivery.
- Books are packed in cartons labeled with Grade and Unit Number. Pallets will be organized by the receiving school or district to aid in distribution to the appropriate locations. To minimize the number of pallets shipped per school, materials for more than one grade level may appear on a single pallet.
- *Additional charges may apply for expedited shipments or exceptionally large orders; please contact your field specialist if you have special shipping or delivery requirements. Requests for shipping or product order changes after submission of your order will be accommodated whenever possible, though fees for re-direction may apply.

Ordering Information:

Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

Payment Information:

- We kindly request payment within 30 days. Open Up Resources is a 501C3 not-for-profit organization.
- Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. In the event of late payment, you will be liable for all reasonable costs and expenses incurred in the collection of overdue amounts, including but not limited to reasonable attorney's fees, court costs, and third-party collection agency fees, to the fullest extent permitted by applicable law.

Shortages and Damaged Materials

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Scott Vance, Assistant Superintendent for Teaching & Learning
Date: May 12, 2026
Re: Quad City Area Career Center Tuition

The Rock Island-Milan School District is part of the Quad City CTE Consortium and has utilized the services of the Quad City Area Career Center for a number of years. Formed in 2007, the Quad City Career and Technical Education (CTE) Consortium is governed through a joint agreement with District in Rock Island, Henry, Mercer, and Stark Counties.

Per the joint agreement with the consortium, member districts are invoiced for tuition based on the number of students attending the U.T. Area Career Center as well as per credit hour fee. For Fiscal Year 2026 the per hour credit fee is $800.00 ($400.00 per semester). Courses at the U.T. Area Career Center are awarded 2.5 credits (high school credit). Additionally, the Rock Island-Milan School District is responsible for the tuition of any private school students legally residing within the boundaries of the Rock Island-Milan School District.

34 RIHS Students	2.5 Credit Hour Class	$800.00 /credit/semester	$68,000.00
		Total Tuition:	$68,000.00

It is recommended that the Board of Education approve the estimated yearly tuition cost of $68,000 for the Quad City Area Career Center as presented.

Investment Period: July 1, 2026 - June 30, 2027
Total Investment: $68,000.00
Funding Source: RIHS School Funds

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Addendum to the United Township Area Career Center Joint Agreement to meet the requirements of Title 23: Education and Cultural Resources, Subtitle A: Education, Chapter I: State Board of Education Sub chapter g: Special Courses of Study, Part 256 Career and Technical Education (and the Strengthening Career and Technical Education for the 21st Century Act) (Perkins V):

1) Board of Control, Comprehensive List of Members

Article I, Section 3 identifies the procedures for the application, acceptance, and continued membership of this intergovernmental agreement. Article II, Section 1 identifies membership on the Board of Control. This addendum amends to list the participating Districts to include:

AlWood School District 225 (PK-12)
Geneseo School District 228 (PK-12)
Moline-Coal Valley School District 40 (PK-12)
Orion School District 223 (PK-12)
Riverdale School District 100 (PK-12)
Rock Island School District 41 (PK-12)
Rockridge School District 300 (PK-12)
Sherrard School District 200 (PK-12)
United Township High School District 30 (9-12)

Article II, Section 1 identifies the ex-officio members of the Board of Control. This addendum amends the ex-officio members to include:

Annawan School District 226 (PK-12)
Cambridge School District 227(PK-12)
Galva School District 224 (PK-12)
Kewanee School District 229 (PK-12)
Stark County School District 100 (PK-12)
Wethersfield School District 230 (PK-12)
Bradford CUSD #1 (PK-8)
Carbon Cliff Barstow #36 (PK-8)
Colona District #190 (PK-8)
East Moline District #37 (K-8)
Hampton District #29 (K-8)
Silvis District #34 (PK-8)
Alleman High School (9-12)
East Moline Christian (1-12)
Jordan Catholic (PK-8)
Our Lady of Grace (PK-8)
Quad Cities Christian (7-12)
Seton Catholic (PK-8)
St. Paul's Lutheran (PK-8)
Temple Christian (PK-6)
Visitation School (PK-8)

2) Roles and Responsibilities

Article II, Section 2 establishes United Township High School District 30 as the administrative, legal, and fiscal agent. The Board of Control retains informational and policy responsibilities. Article II, Section 3 establishes the appointment of a Director, who becomes an employee of the Administrative Agent. The Director has dual responsibility to report to the Board of Control and United Township High School District 30 Board of Education.

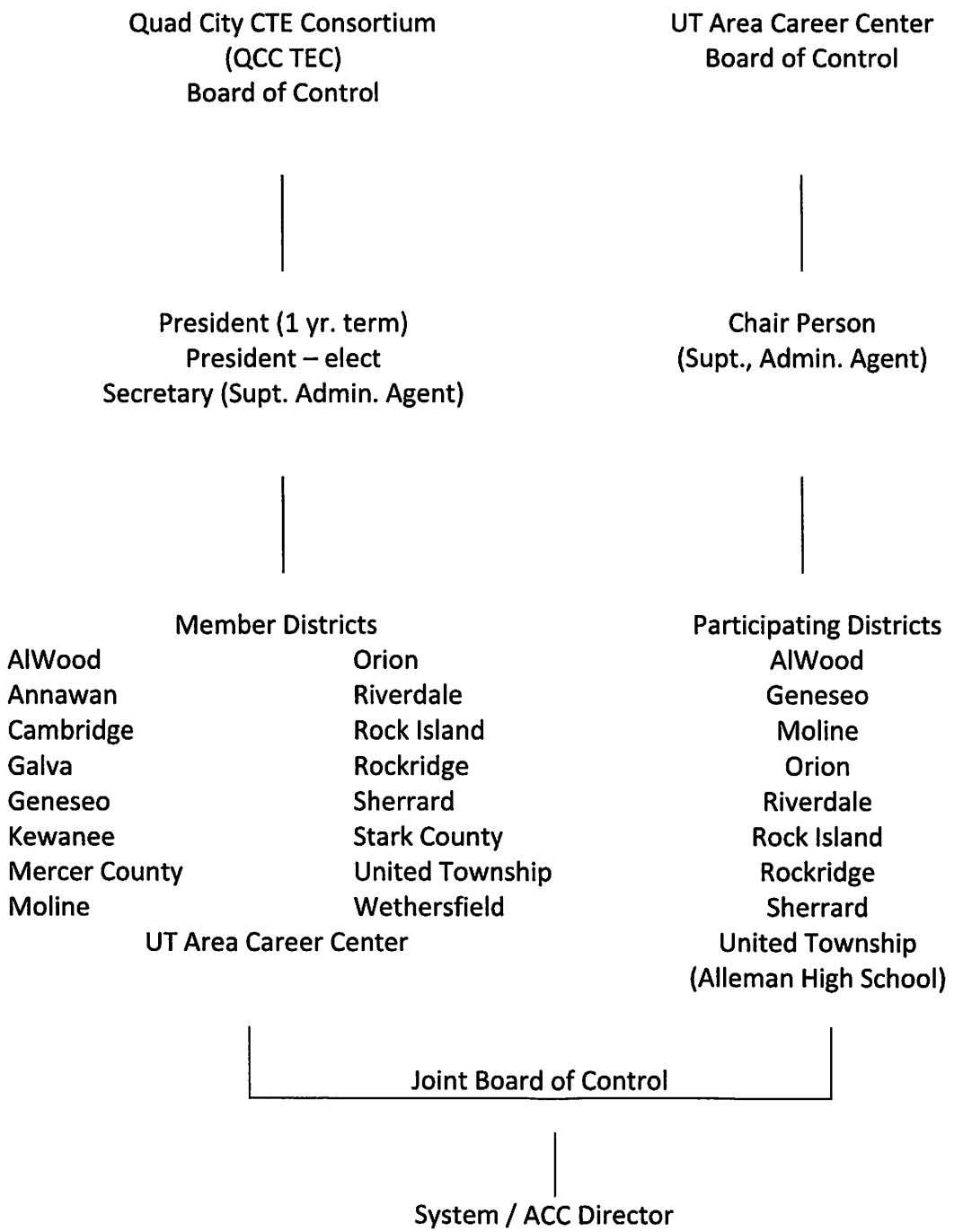
2-A) Grant Responsibility – The Director is responsible for fulfillment of grant responsibilities, including submission of grant applications, GATA accountability and reporting, submission of grant budget amendments, and submission of grant performance reports through IWAS or other ISBE approved grant management system.

2-B) CTE Programming Implementation and Oversight –The Director, as well as, employees in coordination and under the direction of the Director, are responsible for implementation and oversight of the CTE programming and grant activities.

2-C) Assessment and Evaluation of the System – The Director is responsible for the assessment and evaluation of the system based on current Perkins Secondary Performance Indicators, as required by the existing federal Perkins legislation. The Director may include input from Quad City Career and Technical Education Consortium (QCC TEC) EFE 185 and/or other stakeholders and will report the assessment and evaluation in the format/form designated and approved by ISBE.

3) Organizational and Administrative Structure –

3-A) Organizational Structure Graphic



3-B) Administrative Structure Narrative – The United Township Area Career Center, organization consists of nine school districts within and adjacent to the boundaries of the Regional office of Education in Rock Island, Bureau-Henry-Stark, and Henderson-Mercer-Warren Counties. The Area Career Center is governed by a Board of Control composed of the superintendents from all member districts. Article II, Section 2 designates United Township High School District 30 as the administrative, legal, and fiscal agent for the organization.

The Area Career Center's Board of Control governs and functions in conjunction with the Quad City Career and Technical Education Consortium (QCC TEC) Board of Control, effectively operating as a Joint Board of Control.

Organizational administration is the responsibility of the Director, appointed by and employed by the Administrative Agent, UTHS District 30. The ACC Director reports to the Board of Control and the Administrative Agent's Board of Education.

4) Needs Assessment Plan of Action – The Director is responsible for the completion of the Local Needs Assessment (LNA). The EFE System Director will collaborate with the Black Hawk College Perkins Coordinator and the WIOA, Workforce Development Director to combine information and data from the local needs assessments to complete a Comprehensive Local Needs Assessment (CLNA). The System Director is responsible for entering the CLNA into IWAS using the format/form designated and approved by ISBE.

5) Fiscal Responsibilities – The Director, with consultation from the United Township High School Comptroller, is responsible for preparing a Joint Agreement Budget. The ACC Director will submit a preliminary budget to the Administrative Agent's Board of Education for approval, using the approved ISBE Joint Agreement budget form. Once the Joint Agreement budget is final approved, the Director is responsible for preparing and submitting regular expenditure reports as required by ISBE, and for preparing and submitting any Joint Agreement Budget amendments as needed. At the conclusion of the fiscal year, the Director is responsible for submitting financial information and reports to the district's auditors for completion of an annual audit, annual financial report, and annual statement of affairs.

6) As a home serving school, each member District is responsible for initiatives for CTE recruitment, retention, and equitable access for students within their District. The Area Career Center is responsible for initiatives for CTE recruitment, retention, and equitable access for its programs, which by design, are an extension or supplement to a District's programs. These initiatives and actions are described and reported within each District's and ACC's Local Needs Assessments (LNA). The Quad City CTE Consortium is responsible for initiatives and activities that support the Districts' and ACC's efforts in CTE recruitment, retention, and equitable access for students. QCC TEC's regional initiatives and activities will target those special populations students with identified disparities and/or gaps in

performance or special populations from Districts too small for identified subgroups. Ninth grade CTE enrollment data, along with disaggregated performance indicator data will be used as evidence-based metrics.

7) United Township Area Career Center does not and in not requires to disperse funding to member districts. All Funding dispersal is handle regionally by The Quad City CTE Consortium, EFE 185.

8) Assurances – The United Township Area Career Center, hereby certifies and assures the Illinois State Board of Education that upon adoption of the amendment to the intergovernmental Joint Agreement that includes this Addendum, all local educational agencies (LEA's) within the region and named in this cooperative agreement are afforded the opportunity to participate in this cooperative agreement.

(Approved)

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Scott Vance, Assistant Superintendent for Teaching and Learning
Date: May 12, 2026
Re: Renewal of E-Learning Plan

The Illinois Board of Education approved Public Act 101-0012, which permits school districts to use e-Learning Days (virtual learning) in place of emergency days. Each school district must create and receive approval ahead of using an emergency day in this fashion. Over the course of this school year, the Teaching and Learning department solicited input from stakeholders in order to determine the strengths and challenges of the current program. Feedback reported the following strengths:

- High student attendance and engagement
- Effectiveness of Google classroom
- Communication and preparation

Feedback from school community members reported the following challenges:

- Technology issues
- Staff expectations

Based on this feedback and a thorough review of the current plan the Teaching and Learning department made language and minor procedural changes to reflect the current implementation of the plan. Upon approval, the plan will be forwarded to the Regional Office of Education for review and approval.

It is therefore recommended that the board of education approve the RIMSD e-Learning plan renewal for a period of three (3) years as presented.

Investment Period: July 2026 - June 2029
Total Investment: N/A
Funding Source: N/A

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
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Sharon Williams, Ed.D.
Superintendent of Schools

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RESOLUTION AUTHORIZING ADOPTION/RENEWAL OF E-LEARNING PLAN

WHEREAS, the Rock Island-Milan School District #41 held a public hearing to implement/renew an E-Learning for the school in the district in place of their regularly scheduled in-person learning. This plan would be in place if needed during the 2026-2027 school year and will be in place for three years, ending in June of 2029.

WHEREAS, a public hearing was held on May 12, 2026 during their regular School Board meeting at 6:00 pm. This hearing had also been advertised in the legal section of the Dispatch/Argus. The Rock Island-Milan School District Board of Education after allowing the opportunity for discussion, questions and answers period did approve this E-Learning plan.

NOW, **THEREFORE**, **BE IT RESOLVED**, this plan will be sent to the Regional Office of Education for their approval and then sent to the Illinois State Board of Education for their approval.

RESOLVED, that should this plan be approved by the Regional Office of Education and the Illinois State Board of Education, this plan would be implemented effective immediately and in place for three years.

_____ Yeas

_____ Nays

_____ _____

Jason Roessler, Board President Date

_____ _____

Paula Thompson, Board Secretary Date

ILLINOIS STATE BOARD OF EDUCATION

100 North First Street
Springfield, Illinois 62777-0001

e-LEARNING PROGRAM VERIFICATION FORM

Find this document

ROE/ISC DEPARTMENT

According to Section 10-20.56 of the School Code [105 ILCS 5/10-20.56], school districts may, by adopted resolution, utilize "e-learning days" in lieu of emergency days. The number of e-learning days may not exceed the minimum number of proposed emergency days for an approved school calendar. The district's e-learning program must be verified by the regional office of education or intermediate service center for the school district prior to implementation. The school board must hold a public hearing prior to initial adoption or renewal of an e-learning program.

Please provide the dates for each procedural requirement as outlined below.

- District Name: Rock Island - Milan School District 41
- Publication in a newspaper of general circulation in the school district at least 10 days prior to hearing

  Date of Publication: 04/28/2026
- Written or electronic notice designed to reach the parents or guardians of all students enrolled in the district at least 10 days prior to hearing

  Date of Notification: 04/28/2026
- Written or electronic notice designed to reach any exclusive collective bargaining representatives of school district employees and all those employees not in a collective bargaining unit at least 10 days prior to hearing

  Date of Notification: 04/28/2026
- The school board's approval of a district's initial e-learning program and renewal of the e-learning program shall be for a term of 3 years that coincides with the school year calendar.

  Date of Public Hearing: 05/12/2026 Date of Board Meeting/Resolution: 05/12/2026

Note: A district that has an approved e-learning program must utilize all five e-learning days in addition to all proposed emergency days before ISBE will consider approving Act of God Days.

Annually, the regional office of education or intermediate service center for the school district must verify that the e-learning proposal will: 1) ensure access for all students; ensure that the specific needs of all students are met, including special education students and English learners; ensure that all mandates are still met using the e-Learning program adopted; and 2) contain provisions designed to reasonably and practicably accomplish the following:

- Ensure and verify at least 5 clock hours of instruction or school work, as required under Section 10-19.05, for each student participating in an e-learning day
- Ensure access from home or other appropriate remote facility for all students participating, including computers, the Internet, and other forms of electronic communication that must be utilized in the proposed program
- E nsure that non-electronic materials are made available for students participating in the program who do not have access to the required technology or to participating teachers or students who are prevented from accessing the required technology
- Ensure appropriate learning opportunities for students with special needs
- Monitor and verify each student's electronic participation
- Address the extent to which student participation is within the student's control as to the time, pace, and means of learning
- Provide effective notice to students and their parents or guardians of the use of particular days for e-learning
- Provide staff and students with adequate training for e-learning days' participation
- Ensure that all teachers and staff who may be involved in the provisions of e-learning have access to any and all hardware and software that may be required for the program

- Ensure an opportunity for any collective bargaining negotiations with representatives of the school district's employees that would be legally required, and including all classifications of school district employees who are represented by collective bargaining agreements and who would be affected in the event of an e-learning day
- Review and revise the program as implemented to address difficulties confronted
- Ensure that the protocol regarding general expectations and responsibilities of the program is communicated to teachers, staff, and students at least 30 days prior to utilizing an e-learning day

Dr. Sharon Williams	Sharon Williams	5/6/26
Verified by: School Dist. Superintendent (printed)	Signature*	Date (for initial adoption or renewal)
Verified by: Regional Superintendent (printed)	Signature	Date (Verification Year 1)
Verified by: Regional Superintendent (printed)	Signature	Date (Verification Year 2)
Verified by: Regional Superintendent (printed)	Signature	Date (Verification Year 3)

**Supporting documentation for any/all items listed may be required by the regional office of education or intermediate service center.*

ROCK ISLAND - MILAN
SCHOOL DISTRICT #41

E-LEARNING PLAN

(USED FOR EMERGENCY DAYS)

Recording Note: No individual, outside of the staff member conducting the lesson is allowed to record any virtual session.

There may be certain circumstances where the e-Learning Plan expectations are adjusted. Details will be provided by District Cabinet members.

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e-Learning Introduction and Governance

Procedures outlined within this document are intended to provide Rock Island-Milan School District #41 parents, students, and community guidance in preparing for and conducting effective e-Learning education services. The plan entails all requirements from ISBE and the local ROE. The following State of Illinois School Code guidelines must be followed:

- e-Learning may be used for no more than the built in emergency days the district has in the State approved calendar (5 days).
- **At least** 5 clock hours of instruction must be included in all e-Learning days.
    - Students enrolled in any of the following shall have these hours counted toward the **minimum** 5 clock hour requirement: dual credit, supervised career development experiences, youth apprenticeships, and blended learning programs.
    - **The district may decide to have MORE THAN 5 clock hours for an e-Learning Day. Teachers will communicate any changes to the normal scheduled meeting times.**
- Devices provided for all students. **Contact school administration with questions or support needs.**
- Non-electronic materials are made available to students without the required technology, when possible.
- Appropriate learning opportunities for students with special needs.
- Monitor and verify student participation -- daily attendance must be taken.
- Must be approved by the Regional Office of Education (ROE). The RIMSD e-Learning Plan was approved on November 10, 2020 and renewed on Insert Renewal Date].

RIMSD will communicate e-Learning general expectations and responsibilities to all teachers, staff, and students annually, at the start of the school year and again before winter. (i.e. July or August and October or November). This will be done through email, staff meetings, RIMLines (weekly staff newsletter), and student/family school communication (website, newsletters, classroom lessons, etc.).

The District provides annual e-Learning reminders, updates, and recordings for all staff to review prior to an e-Learning Day. The T&L Department will work with Lead Teachers to communicate to all staff about the expectations and professional development resources. Principals are to ensure teachers provide lessons/reminders on Google Classroom, chromebook home use, and e-Learning responsibilities. Building Principals are to ensure communication is provided to parents/guardians about e-Learning expectations. The District will post details on the main district website and all other communication tools and apps and work with the Family & Community Engagement Team (FACE) to provide additional reminders to parents/guardians.

For identified E-Learning days, RIMSD will follow the E-Learning Plan as approved by the local school board, in collaboration with administration and all local bargaining units. The Human Resources Department works with representatives from each collective bargaining association around e-Learning Days. Representatives provide feedback on past plans and revisions made.

Communications

Procedures and Protocols

Effective and ongoing communication is a critical component to ensure families and students are made aware of district e-Learning days. The district will announce an e-Learning day as soon as possible. These e-Learning days are typically used for weather-related emergencies so we may have to wait to make the official call, depending on details known at the time. Every effort will be made to make the decision the night prior so families can ensure students are sent up for e-Learning instruction.

Communications

- Communication will be provided to our students, staff, families, and community members as soon as the decision is made to use an e-Learning day.
- Local media will be informed to assist in providing this information to all stakeholders
- District website, robocalls/texts, and social media will be utilized to inform all stakeholders
- Individual schools will provide communication (such as through email, websites, robocalls, etc.)
- Every attempt will be made to provide notification in multiple languages

e-Learning Revisions

The District will annually review & revise the e-Learning Plan by seeking input from stakeholders to address any difficulties encountered.

Teaching & Learning

Procedures and Protocols

e-Learning for instruction involves providing students with State and/or District approved, standards-aligned curriculum in an online/virtual setting. RIMSD will use Google Classroom to deliver instruction (Prek-12). Whenever possible, materials will be provided for both staff and students.

Start and End Times of School

- Staff will be available during the typical start and end times for each school.
- Student instruction will be conducted at the typical start and end times.

Student Expectations in e-Learning:

- Students are expected to have access to either a district provided device or a working device of their own.

- Students are expected to have access to the internet.
- Students are expected to access Google Classroom each day of e-Learning.
- Students are expected to attend live lessons.
- Students are expected to engage in learning.
- If a student completes the attendance question or logs into Google Meet but does not turn in assignments, teachers will address this with typical protocols (phone calls, emails, Skyward notifications, etc.).
- **If home internet usage for a student goes down, students or parents need to contact the building principal so student attendance is not affected.**
    - Staff will work with parents/guardians to provide paper copies of needed work to assist with any internet or other issues preventing the student from participating virtually.

If a decision to use a day as an e-Learning day is decided after school has been dismissed or over a shortened period of time (i.e. weekend, morning of, due to inclement weather, close to dismissal time, etc.), no material pick up will be conducted. Materials to assist students in completing assignments will be provided during the next in-person learning day.

Assessments

Students will be required to complete assessments assigned on the e-Learning day.

Assignments

Teachers will use Google Classroom to post the e-Learning day material or assignments by the start time for each specific school.

Course

CTE Courses, Dual Credits, High School Apprenticeships, Special Needs Program Job Coaching, ACC (Area Career Center), and elementary Challenge Group (1st and 2nd graders)

- Students involved in CTE classes, where hands-on requirements exist, will follow local program requirements when on-the-job training. (i.e. nursing and welding)
    - If local programs will not allow in-person program requirements, the program may have to be postponed.
- Students involved in Dual Credit will follow all dual credit specifics from the local college. Dual Credit courses will be Remote, unless otherwise specified.
- Students involved in the Welding Apprenticeship will follow all apprenticeship and company requirements. Work directly with your high school teacher on in-person specifics for RIHS.
- Students involved in the special education job coaching program will work with the teacher(s) to identify specifics around organization or company work criteria.
- Students involved in courses at the Area Career Center (ACC) will follow the ACC school schedule for those specific courses.
- Students in the elementary challenge group will be notified by the teacher for a live check-in time.

Driver's Education Behind-the-Wheel

- In order to provide behind-the-wheel training to students in driver's education in compliance with all Secretary of State and IDPH safety requirements, the following procedures must be followed:
  - During e-Learning, permit tests and instruction may occur. Behind the wheel driving practice will not occur, unless the reason for the e-Learning day is lifted by the time of the driving practice.

Grading

RIMSD will use current grading practices.Current grading practices will continue during e-Learning days.

Home Tutors (See also Homebound Instruction in Separate Student Services Document)

Home tutors will provide instruction virtually on e-Learning days.

Individualized Education Plans (IEPs), Multi-Language Learners (ML), and 504 Plans:

All IDEA and State regulations must be followed for any student who has an IEP, receives Multi-Language Learner services, or a 504 plan.

- Special education and Multi-Language Learner teachers must collaborate to ensure equitable and effective instruction for all students.
- Teachers in the ML program in grades K-12 will have his/her own Google Classroom.
- Teachers in the functional, instructional, or resource special education K-12 program will have his/her own Google Classroom.
- PreK teachers for ML or special education will work with the Director of Early Childhood on Google Classroom specifics.

Below are ideas and strategies to use with students in Special Education or ML:

- Provide visuals to accompany the content being taught.
- Add audio and video when at all possible to support the various modalities.
- Provide translations and interpreters for both students and parents.
- Offer 1:1 sessions with students and parents to decrease the level of anxiety and answer questions they may have around any topic.
- Take into consideration the student's level of English proficiency and allow for modifications and adaptations to assignments (shorten directions, provide word banks, lessen the number of multiple choice options, record stories or words to assist with pronunciation, provide extra time etc.).
- Work collaboratively with the general education teacher to make appropriate accommodations and modifications to foundational curriculum.
- Identify specific focus areas for students to pre-teach and reteach identified skills.

Live Lessons (synchronous) during e-Learning

Live lessons must occur each e-Learning day, per teacher, per class period. There is no required length of each live (synchronous) lesson. However, each live lesson must provide quality instruction. Teachers may use this time to review skills, teach a full lesson, model a skill or activity, etc. **The amount of time for a live lesson is expected to be age appropriate. Teachers must remain available during the entire class period.**

Recording Note:

No individual, outside of the staff member conducting the lesson, should record any virtual session.

It is encouraged for students to use the camera on the device to interact with teachers. However, the use of the camera is not required by students and cannot result in a disciplinary action for not using the device camera.

Material Needs for e-Learning

- Whenever possible, students and staff will be given the materials needed to conduct and participate in e-Learning.
- When additional materials are needed, principals will work with district staff on ways to provide these materials to families whenever possible.
- If a decision to use a day as an e-Learning day is decided after school has been dismissed or over a shortened period of time (i.e. weekend, morning of due to inclement weather, close to dismissal time, etc.), no material pick up will be conducted. Materials to assist students in completing assignments will be provided during the next in-person learning day.

Student Attendance

Student attendance will be recorded by the teacher either by an attendance question, during the live lesson, or by looking at the student's GoGuardian report. **These are the only ways we can accurately account for attendance. If an attendance question is used, staff will remind students to complete this each day/course period.**

- Attendance may be taken for each class period but at least once per day, depending on the grade level and typical in-person procedures.
- If an attendance question is used, staff are to remind students to complete the attendance question and provide time for those who still need to complete it during each live check-in.

Student Discipline and Behavior

Staff and students are to follow the student Code of Conduct for all learning environments. Below are ideas and strategies to use with students in Special Education or EL during any learning setting:

- Provide visuals to accompany the content being taught.
- Add audio and video when at all possible to support the various modalities.
- Provide translations and interpreters for both students and parents.

- Offer 1:1 sessions with students and parents to decrease the level of anxiety and answer questions they may have around any topic.
- Take into consideration the student's level of English proficiency and allow for modifications and adaptations to assignments (shorten directions, provide word banks, lessen the number of multiple choice options, record stories or words to assist with pronunciation, provide extra time etc.).
- Work collaboratively with the general education teacher to make appropriate accommodations and modifications to foundational curriculum.
- Identify specific focus areas for students to pre-teach and reteach identified skills.

Below are ideas for ways to communicate with families during any learning setting:

- Use district approved tools to contact families (emails, phone calls, etc.)
- Provide updates, announcements, etc. on Google Classrooms
- Remind and assist families of device/material/meal pick up options (when available)
- Remind and assist families of internet options
- Use the local public television stations to deliver information
- Use the marquee boards at each school

Student Schedule for e-Learning Day(s):

All schools will follow the typical school schedule on an e-Learning Day. Unless otherwise announced, all schools will have all typical courses that day. Additional communication will come from the individual buildings.

Support Services (Additional Details)

Supporting Multilingual Learner (ML) students and students with Individualized Education Plans (IEPs) or 504 Plans with e-Learning:

See the list of Strategies above.

(Additional) Special Education Considerations

- RIMSD 41 will remain responsible for ensuring that special education students receive a free appropriate public education. e-Learning Plans must address the unique needs of students eligible for special education services. It is important to utilize paraprofessionals in the general education classroom e-Learning lessons when possible.
- RIMSD 41 must adhere to timelines for annual IEP/504 meetings and required evaluations. District School Psychologists will work with building assigned teams to ensure compliance. IEP teams should meet to determine whether any amendments to student's IEPs are necessary to address students' current level of performance.
- In-person instruction at home is allowed for medically homebound students. Find additional information on homebound instruction here.

School Names and Phone Numbers

If you have questions not addressed in the plan, please contact the school directly.

- Horace Mann Early Learning Center: 309-793-5928
- Denkmann: 309-793-5922
- Earl Hanson: 309-793-5930
- Eugene Field: 309-793-5935
- Frances Willard: 309-793-5940
- Longfellow: 309-793-5975
- Ridgewood: 309-793-5980
- Rock Island Academy: 309-793-5944
- Rock Island Center for Math & Science: 309-793-5995
- Thomas Jefferson: 309-793-5985
- Edison Jr. High: 309-793-5920
- Washington Jr. High: 309-793-5915
- Thurgood Marshall Center: 309-793-5924
- Rock Island High School: 309-793-5950

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Troy Bevans, IT Director
Date: May 12th, 2026
Re: SHI Annual Vendor Purchases

To support the evolving needs of digital instruction and district operations, the Rock Island – Milan School District continues to make strategic investments in technology for both students and staff. SHI, located at 290 Davidson Avenue, Somerset, NJ 08873, serves as a key partner in this work and is an approved vendor through the Omnia Partners cooperative purchasing program.

Omnia Partners contracts are competitively bid, reviewed, and awarded by a designated lead public agency. This cooperative structure allows participating organizations to take advantage of nationally negotiated pricing, dependable service, and efficient procurement timelines, eliminating the need for a separate local bid process.

The District has regularly partnered with SHI to meet a range of technology needs. During the 2025–2026 school year, the majority of purchases were centered on student Chromebooks to sustain the District's 1:1 learning environment. Total spending with SHI during that period was approximately $659,000.00, supporting the District's 1:1 Chromebook program.

Looking ahead to the current fiscal year, the District anticipates ongoing technology needs, including Chromebook replacements and potential additional device purchases as needs arise. It is recommended that the Rock Island – Milan Board of Education authorize expenditures with SHI in an amount not to exceed $675,000.00. Funding for these purchases will be drawn from district, grant, or federal sources, as applicable.

Investment Period: July 1, 2026 - June 30th, 2027
Total Investment: Not to exceed $675,000.00
Funding Source: District, grant, or federal sources as appropriate

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Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Frank Mendoza, Director of Building Operations
Date: May 12, 2026
Re: Addition of Truck for Lawn Care and Snow Removal Equipment

Approval is requested for the purchase of one additional truck, a 2026 Ford F250 Super Duty, to support the District's lawn care operations. This request is driven by current workload demands and the need to maintain efficient, timely, and high-quality grounds maintenance across all facilities.

The existing equipment and crew structure are currently operating at or beyond capacity, resulting in scheduling delays, increased wear on equipment, and added strain on staff. While teams have continued to meet expectations, the current pace is not sustainable and creates risk to both service quality and operational reliability. We are purchasing an additional trailer for the truck so that crews can deploy to different locations throughout the summer mowing season and winter plowing season.

The addition of a truck will improve operational efficiency by reducing travel bottlenecks, increasing flexibility in crew deployment, and better supporting existing and planned equipment use. This will allow for more effective distribution of workloads and improved responsiveness to seasonal demands. Additionally, the truck can serve a dual purpose by pulling the band trailer when an approved driver is available, further maximizing the utility of this purchase.

The estimated cost for the truck is $51,516. This investment is expected to enhance productivity, support current service levels, and reduce the likelihood of operational disruptions.

It is recommended that the Board of Education approve the purchase of a 2026 Ford F250 Super Duty, from Courtesy Ford/Kimberly Car City located at 3921 West River Drive Davenport, Iowa 52802.

Investment Period: July 1, 2025 - June 30, 2026
Total Investment: $51,516
Funding Source: Operations & Maintenance Fund

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

COURTESY FORD
3921 W RIVER DR
DAVENPORT IA 52802
563/391-8300

CUST# 1083982

RETAIL PURCHASE AGREEMENT

Deal #: 20800

Purchaser's Name(s): ROCK ISLAND - MILAN SCHOOL DISTRICT 41 Date: 04/29/2026

Address: 2000 7TH AVENUE ROCK ISLAND IL 61201 County:

Telephone (1): 309/236-3764 Telephone (2): DOB:

E-mail: ROBERT.DEMEYER@RIMSD41.ORG D.L./State I.D.#: Issuing State: Exp. Date: 04/29/2026

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR	MAKE	MODEL	COLOR	STOCK NO.
2026	FORD	F-250	WHITE	F26017

VIN/SERIAL NO.	ODOMETER READING	SALESPERSON
1FTBF2BN0TED61294	☐ Not Accurate	JASON SPIES

THE VEHICLE IS: ☒ NEW ☐ USED

PRIOR USE DISCLOSURE: ☐ DEMONSTRATOR ☐ FACTORY OFFICIAL ☐ RENTAL ☐ OTHER

WARRANTY STATEMENT

We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside the "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla parta este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

☐ Used Vehicle Limited Warranty Applies. We are providing the attached Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.

TRADE-IN VEHICLE INFORMATION

Year:	Make:	Model:	Color:
N/A	N/A	N/A	N/A

VIN/Serial No.: N/A Odometer Reading: ☐ Not Accurate N/A

Trade-In Allowance: N/A Balance Owed & Lienholder: N/A

*The Deposit/Down Payment received from you is not refundable, except as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will refrain from selling the Vehicle for _____ days.

X_____

I understand that liability insurance coverage which would protect me under the Iowa Motor Vehicle and Safety Responsibility Act IS NOT INCLUDED in my purchase of this motor vehicle. I have received a copy of this statement.

X_____

OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

☐ IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION

****DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO A BUYER FOR THE PREPARATION OF DOCUMENTS AND THE PERFORMANCE OF RELATED SERVICES. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS DETERMINED BY IOWA CODE SECTION 322.19A. THIS NOTICE IS REQUIRED BY LAW.**

CASH PRICE OF VEHICLE	51516.00
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
DOCUMENTARY FEE**	N/A
TOTAL SELLING PRICE	51516.00
LESS: TRADE-IN ALLOWANCE	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
TAXABLE SUBTOTAL	51516.00
N/A	N/A
N/A	N/A
N/A	N/A
	N/A
N/A	N/A
LIEN FEE (See paragraph 11)	N/A
TOTAL DUE	51516.00
DEPOSIT/DOWN PAYMENT*	N/A
N/A	N/A
N/A	N/A
LESS CASH DUE AT DELIVERY	N/A
AMOUNT TO BE FINANCED	51516.00

This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

04/29/2026
Purchaser's Signature Date

N/A
Purchaser's Signature Date

849

04/29/2026
Accepted by Authorized Dealership Representative Date

DealerCAP

53253*1*FORD-FI
CATALOG #8963185

04/29/2026 01:45 pm

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RIMSD - Operations & Maintenance Vehicle Inventory

Year	Make	Model	VIN	Mileage (as of April 2026)
2006	Ford	F450 SUPER	1FDXF46Y26EC19079	110,080
2012	Ford	F450 SUPER	1FDUF4GY1CEB54951	114,641
2019	Ford	F450 SUPER	1FDUF4GY1KDA19375	15,297
2022	Ford	Econoline	1FDWE3FK9NDC13837	31,974
2015	Ford	City Express	3N63M0YN0FK726215	60,550
2018	Ford	F150	1FTEX1EBXJFB23336	114,953
2019	Ford	Transit Cargo Van	1FTYR1ZM3KKB18751	57,600
2022	Chevrolet	Silverado 2500 HD	1GC0YLE7XNF263391	15,811
2022	Chevrolet	Silverado 2500 HD	1GC0YLE7XNF339238	26,196
2022	Chevrolet	Silverado 2500 HD	1GC0YLE79NF264726	14,779
2025	Ford	E350	1FDWE3FN0SDD09975	3,654

Personnel Recommendations
Board of Education Meeting
May 12, 2026

Certified Appointments

It is recommended that the Board of Education approve the following certified appointments for the 2026-27 school year.

Meloney Brasmer -	Special Education Teacher at Washington Junior High School Salary - $67,742/annually
Dawn Fitzpatrick -	Special Education Teacher at Washington Junior High School Salary - $71,172/annually
Sara Genovese -	Sixth Grade Teacher at Longfellow Elementary School Salary - $67,742/annually

Certified Coach Appointment

It is recommended that the Board of Education approve the following certified support coach appointment for the 2026-27 school year.

Lauren Hall -	Head Girls Freshmen Coach Basketball at Rock Island High School Salary - $5,587annual stipend

Certified Internal Transfer

It is recommended that the Board of Education approve the following certified appointment for the 2026-27 school year.

Kelly Vroman -	Special Education Teacher at Rock Island Academy to Eugene Field Salary - $105,554/annually

Certified Resignations

It is recommended that the Board of Education accept the following certified resignations during the 2025-26 school year.

Staff Member	Current Position	Years of Continuous Service
Ariel Bainter	Second Grade Teacher at Frances Willard	3 Years Effective 06/04/2026

Katelyn Camp	Social Worker at Districtwide	3 Years Effective 06/04/2026
Tara Gonzalez	Special Education Teacher at Edison Junior High School	3 Years Effective 06/04/2026
Lauryn Youngers	Social Worker at Districtwide	3 Years Effective 06/04/2026

Non-Certified Appointments

It is recommended that the Board of Education approve the following non-certified appointments for the 2025-26 school year.

Shane Benedict -	Food Service (Lead) Summer at Rock Island High School Salary - $15.96/hourly
Ledona Strong -	Food Service (Lead) Summer at Thurgood Marshall Learning Center Salary - $15.96/hourly
Correna Weas -	Food Service (Lead) Summer at Rock Island High School Salary - $15.96/hourly

Non-Certified Coach Appointments

It is recommended that the Board of Education approve the following non-certified support coach appointments for the 2025-26 school year.

Joshua Hollenback -	Assistant Track Coach at Edison Junior High School (split stipend) Salary - $1,828/annual stipend
Jacob Wyers -	Assistant Track Coach at Edison Junior High School (split stipend) Salary - $1,828/annual stipend

Personnel Recommendations
Board of Education Meeting
May 12, 2026

Non-Certified Internal Transfer

It is recommended that the Board of Education approve the following non-certified appointment for the 2025-26 school year.

Marcela Sherman -	Paraprofessional (Special Education) from Frances Willard Elementary School to Rock Island Academy Salary - $20.54/hourly

Non-Certified Coach Resignation

It is recommended that the Board of Education accept the following non-certified coach resignation during the 2025-26 school year.

Staff Member	Current Position	Years of Continuous Service
Michael Randle	Head Girls Freshmen Basketball Coach at Rock Island High School	7 Years Effective 06/04/2026

Non-Certified Resignations

It is recommended that the Board of Education accept the following non-certified resignations during the 2025-26 school year.

Staff Member	Current Position	Years of Continuous Service
Robert Carrol	Dishwasher at Rock Island Academy	3.5 Years Effective 04/16/2026
Brenda Catahay	Paraprofessional (Special Education) at Ridgewood Elementary School	1 Year Effective 06/04/2026

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champions: Dr. Dominique Moore, Assistant Superintendent for HR and Scott Vance, Assistant Superintendent for Teaching and Learning
Date: May 12, 2026
Re: Amended District Calendar: School Years 2026 - 2027 and 2027 - 2028

An error was discovered on the approved 2026-2027 and 2027-2028 district calendars. Per the collective bargaining agreement with the Rock Island-Milan Education Association (RIEA) the work year of said members shall consist of 182 days. The approved calendars, while adhering to ISBE regulations, did not meet that requirement. Therefore, an amendment calendar is being recommended for approval.

The amended calendar increases included the following changes:

- 2026-2027 School Year
  - One (1) additional day of student/teacher attendance.
  - The last day of student/teacher attendance moves from June 2, 2027 to June 3, 2027.
- 2027-2028 School Year
  - Three (3) additional days of student/teacher attendance.
  - The last day of student/teacher attendance moves from May 30, 2028 to June 2, 2028.

Teacher Inservice days, first day of student attendance, and all intercessions, breaks, and holidays remain the same in the amended calendar.

It is recommended that the Board of Education approve the amended 2026-2027 and 2027-2028 calendars as presented.

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Amended 2026-2027 Calender

JULY

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

AUGUST

M	T	W	TH	F
3	4	5	6	7
TI	TI	X	X	X
10	11	12	13	14
X	X	X	X	X
17	18	19	20	21
X	X	X	X	X
24	25	26	27	28
X	X	X	XHS	X
31				
X				

STUDENT		19
TEACHER		21

SEPTEMBER

M	T	W	TH	F
	1	2	3	4
	X	X	X	X
7	8	9	10	11
NIA	X	X	X	X
14	15	16	17	18
X	X	X	XHS	X
21	22	23	24	25
X	X	X	X	X
28	29	30		
X	X	X		

STUDENT	21	40
TEACHER	21	42

OCTOBER

M	T	W	TH	F
			1	2
			FPT	FPT
5	6	7	8	9
NIA	NIA	NIA	NIA	NIA
12	13	14	15	16
NIA	NIA	NIA	NIA	NIA
19	20	21	22	23
X	X	X	X	X
26	27	28	29	30
X	X	X	X	X

STUDENT	12	52
TEACHER	12	54

NOVEMBER

M	T	W	TH	F
2	3	4	5	6
X	X	X	X	X
9	10	11	12	13
X	X	NIA	X	X
16	17	18	19	20
X	X	X	X	X
23	24	25	26	27
X	X	NIA	NIA	NIA
30				
X				

STUDENT	17	69
TEACHER	17	71

DECEMBER

M	T	W	TH	F
	1	2	3	4
	X	X	X	X
7	8	9	10	11
X	X	X	X	X
14	15	16	17	18
X	X	X	X	X
21	22	23	24	25
NIA	NIA	NIA	NIA	NIA
28	29	30		
NIA	NIA	NIA		

STUDENT	14	83
TEACHER	14	85

JANUARY

M	T	W	TH	F
				1
				NIA
4	5	6	7	8
TI	X	X	X	X
11	12	13	14	15
X	X	X	X	X
18	19	20	21	22
NIA	X	X	X	X
25	26	27	28	29
X	X	X	X	X

STUDENT	18	101
TEACHER	19	104

FEBRUARY

M	T	W	TH	F
1	2	3	4	5
X	X	X	X	X
8	9	10	11	12
X	X	X	X	X
15	16	17	18	19
X	X	X	X	XHS
22	23	24	25	26
X	X	X	X	X

STUDENT	20	121
TEACHER	20	124

MARCH

M	T	W	TH	F
1	2	3	4	5
X	X	X	X	X
8	9	10	11	12
X	X	X	X	X
15	16	17	18	19
NIA	NIA	NIA	NIA	NIA
22	23	24	25	26
NIA	NIA	NIA	NIA	NIA
29	30	31		
TI	X	X		

STUDENT	12	133
TEACHER	13	137

APRIL

M	T	W	TH	F
			1	2
			X	X
5	6	7	8	9
X	X	X	X	X
12	13	14	15	16
X	X	X	X	X
19	20	21	22	23
X	X	X	X	X
26	27	28	29	30
X	X	X	X	X

STUDENT	22	155
TEACHER	22	159

MAY

M	T	W	TH	F
3	4	5	6	7
X	X	X	X	X
10	11	12	13	14
X	X	X	XHS	X
17	18	19	20	21
X	X	X	X	X
24	25	26	27	28
X	X	X	X	X
31				
NIA				

STUDENT	20	175
TEACHER	20	179

JUNE

M	T	W	TH	F
	1	2	3	4
	x	x	X	
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

STUDENT	3	178
TEACHER	3	182

X	=	Student attendance day
XHS	=	Half day school improvement
TI	=	Teacher Inservice
FPT	=	Parent Teacher Conference
NIA	=	Not in Attendance

Amended 2027-2028 Calender

JULY

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

AUGUST

M	T	W	TH	F
2	3	4	5	6
TI	TI	X	X	X
9	10	11	12	13
X	X	X	X	X
16	17	18	19	20
X	X	X	XHS	X
23	24	25	26	27
X	X	X	X	X
30	31			
X	X			

STUDENT		20
TEACHER		22

SEPTEMBER

M	T	W	TH	F
		1	2	3
		X	X	X
6	7	8	9	10
NIA	X	X	X	X
13	14	15	16	17
X	X	X	XHS	X
20	21	22	23	24
X	X	X	X	X
27	28	29	30	
X	X	X	FPT	

STUDENT	21	41
TEACHER	21	43

OCTOBER

M	T	W	TH	F
				1
				FPT
4	5	6	7	8
NIA	NIA	NIA	NIA	NIA
11	12	13	14	15
NIA	NIA	NIA	NIA	NIA
18	19	20	21	22
X	X	X	X	X
25	26	27	28	29
X	X	X	X	X

STUDENT	11	52
TEACHER	11	54

NOVEMBER

M	T	W	TH	F
1	2	3	4	5
X	X	X	X	X
8	9	10	11	12
X	X	X	NIA	X
15	16	17	18	19
X	X	X	X	X
22	23	24	25	26
X	X	NIA	NIA	NIA
29	30			
X	X			

STUDENT	18	70
TEACHER	18	72

DECEMBER

M	T	W	TH	F
		1	2	3
		X	X	X
6	7	8	9	10
X	X	X	X	X
13	14	15	16	17
X	X	X	X	X
20	21	22	23	24
NIA	NIA	NIA	NIA	NIA
27	28	29	30	31
NIA	NIA	NIA	NIA	NIA

STUDENT	13	83
TEACHER	13	85

JANUARY

M	T	W	TH	F
3	4	5	6	7
TI	X	X	X	X
10	11	12	13	14
X	X	X	X	X
17	18	19	20	21
NIA	X	X	X	X
24	25	26	27	28
X	X	X	X	X
31				
X				

STUDENT	19	102
TEACHER	20	105

FEBRUARY

M	T	W	TH	F
	1	2	3	4
	X	X	X	X
7	8	9	10	11
X	X	X	X	X
14	15	16	17	18
X	X	X	X	XHS
21	22	23	24	25
X	X	X	X	X
28	29			
X	X			

STUDENT	21	123
TEACHER	21	126

MARCH

M	T	W	TH	F
		1	2	3
		X	X	X
6	7	8	9	10
X	X	X	X	X
13	14	15	16	17
NIA	NIA	NIA	NIA	NIA
20	21	22	23	24
NIA	NIA	NIA	NIA	NIA
27	28	29	30	31
TI	X	X	X	X

STUDENT	12	135
TEACHER	13	139

APRIL

M	T	W	TH	F
3	4	5	6	7
X	X	X	X	X
10	11	12	13	14
X	X	X	X	NIA
17	18	19	20	21
X	X	X	X	X
24	25	26	27	28
X	X	X	X	X

STUDENT	19	154
TEACHER	19	158

MAY

M	T	W	TH	F
1	2	3	4	5
X	X	X	X	X
8	9	10	11	12
X	X	X	XHS	X
15	16	17	18	19
X	X	X	X	X
22	23	24	25	26
X	X	X	X	X
29	30	31		
NIA	X	X		

STUDENT	22	176
TEACHER	22	180

JUNE

M	T	W	TH	F
			1	2
			X	X
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

STUDENT	2	178
TEACHER	2	182

X	=	Student attendance day
XHS	=	Half day school improvement
TI	=	Teacher Inservice
FPT	=	Parent Teacher Conference
NIA	=	Not in Attendance

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Frank Mendoza, Director of Building Operations
Date: May 12, 2026
Re: Rock Island High School Former Pool Infill Project

The District advertised and sought bids to complete the Rock Island High School Former Pool Infill Project. This project includes the selective demolition of elevated seating areas, pool equipment and windows as well as infilling the existing pool with geoform, constructing temporary classroom spaces and a second level.

A pre-bid conference and walk through was held at the High School prior to the bid opening. The District received a total of thirty-three (33) bids for various aspects of the project. Alternate 1 is recommended for inclusion to provide additional classroom space. Russell Construction reviewed the bids and are recommending the following vendors:

Bid Category	Bids Received	Apparent Low Bidder	Adjusted Bid with Recommended Alternates
Building & Site Concrete	3	Goetz Concrete	$219,000
Masonry	2	Bi-State Masonry	$148,732
Steel Fabrication	2	Hanley Steel	$105,700
Steel Erection	1	Tri-City Ironworks	$ 57,100
General Trades	1	Russell Construction	$674,900
Entrances & Storefront	2	East Moline Glass	$ 74,880
Interior Construction	4	Builders Sales & Service	$297,530
Flooring	3	L&L Flooring	$103,000
Painting	4	River Valley Construction	$23,354
Mech., Plumbing, HVAC	6	Loesher	$483,400

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309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

Sharon Williams, Ed.D.
Superintendent of Schools

Bid Category	Bids Received	Apparent Low Bidder	Adjusted Bid with Recommended Alternates
Electrical	2	Rock River Electric	$297,499
Structured Cabling	1	Tri-City Electric	$75,714.15
Sitework	1	Miller Trucking & Excavating	$150,970
Fencing	1	Sampson Fence	$ 10,980

It is recommended that the Board of Education approve the contract recommendation from Russell Construction to complete the Rock Island High School Pool Infill Project for an overall construction cost of $3,891,469.

Investment Period: N/A
Total Investment: $3,891,469
Funding Source: Capital Projects Fund

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

May 1st, 2026

Mrs. Annaka Whiting – Chief Financial Officer
Rock Island – Milan School District #41
2700 7th Avenue
Rock Island, IL 61201

Re: Rock Island High School Pool Infill Award Recommendation

Dear Mrs. Whiting,

Russell is pleased to submit the following award recommendations for the Rock Island High School Pool Infill project. Competitive bid proposals were received from thirty-three (33) bidders with the lowest responsive and responsible bidders being selected for award recommendation. Alternates 1 is recommended for inclusion to provide additional classroom space to accommodate ongoing and upcoming renovation projects. As such, Russell is requesting permission to award the subcontract for these scopes of work to the following contractors:

Bid Category		Bids Received	Apparent Low Bidder	Adjusted Bid with Recommended Alternates
Bid Category 03	Building & Site Concrete	3	**Goetz Concrete**	$ 219,000.00
Bid Category 04	Masonry	2	**Bi-State Masonry**	$ 148,732.00
Bid Category 05A	Steel Fabrication	2	**Hanley Steel**	$ 105,700.00
Bid Category 05B	Steel Erection	1	**Tri-City Ironworks**	$ 57,100.00
Bid Category 06	General Trades	1	**Russell**	$ 674,900.00
Bid Category 08	Entrances & Storefront	2	**East Moline Glass**	$ 74,880.00
Bid Category 09A	Interiors Construction	4	**Builder's Sales & Service**	$ 297,530.00
Bid Category 09B	Flooring	3	**L&L**	$ 103,000.00
Bid Category 09C	Painting	4	**River Valley Construction**	$ 23,354.00
Bid Category 22	Mechanical (Plumbing & HVAC)	6	**Loescher**	$ 483,400.00
Bid Category 26	Electrical	2	**Rock River Electric**	$ 297,499.00
Bid Category 27	Structured Cabling	1	**Tri-City Electric**	$ 75,714.15
Bid Category 31	Sitework	1	**Miller Trucking & Excavating**	$ 150,970.00
Bid Category 32A	Fences & Gates	1	**Sampson Fence**	$ 10,980.00

The overall construction cost including Russell markups will be $3,891,469.00.

4700 East 53rd Street, Davenport, Iowa 52807 | (563) 459-4600 | www.russellco.com

Enclosed are the final bid tabulation and the construction cost total for the project. If you have any questions regarding this recommendation, please don't hesitate to contact us for clarification.

Thank you again for the opportunity to support Rock Island Community and District #41.

Sincerely,

Jesse Smith
Senior Estimator

Cc: Tony Latoria
Wendy Rouse

Owner: Rock Island-Milan School District 41
Project Title: Rock Island High School Pool Infill
Construction Manager's
Project No.: 01-26-0030
Bid Date / Time: 04/30/2026 2:00:00 PM

Bid Category		Bids Received	Apparent Low Bidder	Adjusted Bid with Recommended Alternates
Bid Category 03	Building & Site Concrete	3	**Goetz Concrete**	$ 219,000.00
Bid Category 04	Masonry	2	**Bi-State Masonry**	$ 148,732.00
Bid Category 05A	Steel Fabrication	2	**Hanley Steel**	$ 105,700.00
Bid Category 05B	Steel Erection	1	**Tri-City Ironworks**	$ 57,100.00
Bid Category 06	General Trades	1	**Russell**	$ 674,900.00
Bid Category 08	Entrances & Storefront	2	**East Moline Glass**	$ 74,880.00
Bid Category 09A	Interiors Construction	4	**Builder's Sales & Service**	$ 297,530.00
Bid Category 09B	Flooring	3	**L&L**	$ 103,000.00
Bid Category 09C	Painting	4	**River Valley Construction**	$ 23,354.00
Bid Category 22	Mechanical (Plumbing & HVAC)	6	**Loescher**	$ 483,400.00
Bid Category 26	Electrical	2	**Rock River Electric**	$ 297,499.00
Bid Category 27	Structured Cabling	1	**Tri-City Electric**	$ 75,714.15
Bid Category 31	Sitework	1	**Miller Trucking & Excavating**	$ 150,970.00
Bid Category 32A	Fences & Gates	1	**Sampson Fence**	$ 10,980.00
	Total Bids Received	**33**		
SUBCONTRACTS SUBTOTAL			**Subtotal**	**$ 2,722,759**
Construction Testing Allowance				$ 15,000
Commissioning Allowance				$ 17,000
Final Cleaning Allowance				$ 10,000
HVAC Controls Scope Adjsutment (BASe2)				$ 33,710
Hall Graphic Allowance				$ 5,000
General Conditions				$ 424,260
General Requirements				$ 87,100
CONSTRUCTION SUBTOTAL			**Subtotal**	**$ 3,314,829**
Construction Contingency		5.00%		$ 182,073
Technology Fee		0.30%		$ 10,924
GL Insurance		1.03%		$ 37,507
Construction Managers Fee		2.00%		$ 72,829
P&P Bond		0.64%		$ 23,305
RUSSELL PLUS CONSTRUCTION TOTAL			**Subtotal**	**$ 3,641,469**
Owner FF&E				$ 250,000
GRAND TOTAL PROJECT COST			**Grand Total**	**$ 3,891,469**

Owner: Rock Island-Milan School District 41
Project Title: Rock Island High School Pool Infill
Construction Manager's Project No.: 01-26-0030
Bid Date / Time: 04/30/2026 2:00:00 PM

Bid Category 03	RCVD	Recommendation	Bidders					
Building & Site Concrete	3	Goetz Concrete	Goetz Concrete	Anderson Commercial Concrete	Centennial Contractors			
Bid Bond		Y	Y	Y	Y			
Addenda (1, 2, 3)		3	3	3	3			
Base Bid		$ 219,000.00	$ 219,000.00	$ 251,160.00	$ 305,000.00			
Alternate 1 - Ground Floor Fit-out		$ -	$ -	$ -	$ -			
TOTAL BID WITH ALTERNATES		$ 219,000.00	$ 219,000.00	$ 251,160.00	$ 305,000.00	$ -	$ -	$ -
								862

Bid Category 04	RCVD	Recommendation	Bidders					
Masonry	2	Bi-State Masonry	Bi-State Masonry	JimmyZ Masonry				
Bid Bond		Y	Y	Y				
Addenda (1, 2, 3)		3	3	3				
Base Bid		$ 148,732.00	$ 148,732.00	$ 218,600.00				
Alternate 1 - Ground Floor Fit-out		$ -	$ -	$ -				
TOTAL BID WITH ALTERNATES		$ 148,732.00	$ 148,732.00	$ 218,600.00	$ -	$ -	$ -	$ -

Bid Category 05A	RCVD	Recommendation	Bidders					
Steel Fabrication	2	Hanley Steel	Hanley Steel	Vegter/APG				
Bid Bond		Y	Y	Y				
Addenda (1, 2, 3)		3	3	3				
Base Bid		$ 105,700.00	$ 105,700.00	$ 112,000.00				
Alternate 1 - Ground Floor Fit-out		$ -	$ -	$ -				
TOTAL BID WITH ALTERNATES		$ 105,700.00	$ 105,700.00	$ 112,000.00	$ -	$ -	$ -	$ -

Bid Category 05B	RCVD	Recommendation	Bidders					
Steel Erection	1	Tri-City Ironworks	Tri-City Ironworks					
Bid Bond		Y	Y					
Addenda (1, 2, 3)		3	3					
Base Bid		$ 57,100.00	$ 57,100.00					
Alternate 1 - Ground Floor Fit-out		$ -	$ -					
TOTAL BID WITH ALTERNATES		$ 57,100.00	$ 57,100.00	$ -	$ -	$ -	$ -	$ -

Bid Category 06	RCVD	Recommendation	Bidders					
General Trades	1	Russell	Russell					
Bid Bond		Y	Y					
Addenda (1, 2, 3)		3	3					
Base Bid		$ 629,900.00	$ 629,900.00					
Alternate 1 - Ground Floor Fit-out		$ 45,000.00	$ 45,000.00					
TOTAL BID WITH ALTERNATES		$ 674,900.00	$ 674,900.00	$ -	$ -	$ -	$ -	$ -

Owner: Rock Island-Milan School District 41
Project Title: Rock Island High School Pool Infill
Construction Manager's Project No.: 01-26-0030
Bid Date / Time: 04/30/2026 2:00:00 PM

Bid Category 08	RCVD	Recommendation	Bidders					
Entrances & Storefront	2	East Moline Glass	East Moline Glass	Mid-American Glazing				
Bid Bond		Y	Y	Y				
Addenda (1, 2, 3)		3	3	3				
Base Bid		$ 74,380.00	$ 74,380.00	$ 86,464.00				
Alternate 1 - Ground Floor Fit-out		$ 500.00	$ 500.00	$ -				
TOTAL BID WITH ALTERNATES		$ 74,880.00	$ 74,880.00	$ 86,464.00	$ -	$ -	$ -	$ -

Bid Category 09A	RCVD	Recommendation	Bidders					
Interiors Construction	4	Builder's Sales & Service	Builder's Sales & Service	Allied Construction	River Valley Construction	Prime Construction		
Bid Bond		Y	Y	Y	Y	Y		
Addenda (1, 2, 3)		3	3	3	3	3		
Base Bid		$ 201,780.00	$ 201,780.00	$ 239,996.00	$ 224,314.00	Withdrawn		
Alternate 1 - Ground Floor Fit-out		$ 95,750.00	$ 95,750.00	$ 97,520.00	$ 115,050.00	Withdrawn		
TOTAL BID WITH ALTERNATES		$ 297,530.00	$ 297,530.00	$ 337,516.00	$ 339,364.00	$ -	$ -	$ -

Bid Category 09B	RCVD	Recommendation	Bidders					
Flooring	3	L&L	L&L	Allied Construction	Taza Construction			
Bid Bond		Y	Y	Y	Y			
Addenda (1, 2, 3)		3	3	3	3			
Base Bid		$ 62,000.00	$ 62,000.00	$ 110,225.00	Withdrawn			
Alternate 1 - Ground Floor Fit-out		$ 41,000.00	$ 41,000.00	$ 39,750.00	Withdrawn			
TOTAL BID WITH ALTERNATES		$ 103,000.00	$ 103,000.00	$ 149,975.00	$ -	$ -	$ -	$ -

Bid Category 09C	RCVD	Recommendation	Bidders					
Painting	4	River Valley Construction	River Valley Construction	WF Scott	Prime Construction	Builder's Sales & Service		
Bid Bond		Y	Y	Y	Y	Y		
Addenda (1, 2, 3)		3	3	3	3	3		
Base Bid		$ 17,158.00	$ 17,158.00	$ 20,000.00	$ 22,695.00	$ 32,450.00		
Alternate 1 - Ground Floor Fit-out		$ 6,196.00	$ 6,196.00	$ 12,500.00	$ 10,300.00	$ 12,330.00		
TOTAL BID WITH ALTERNATES		$ 23,354.00	$ 23,354.00	$ 32,500.00	$ 32,995.00	$ 44,780.00	$ -	$ -

Bid Category 22	RCVD	Recommendation	Bidders					
Mechanical (Plumbing & HVAC)	6	Loescher	Loescher	Crawford Co	JL Brady	Schebler	Climate Engineers	Modern Piping
Bid Bond		Y	Y	Y	Y	Y	Y	Y
Addenda (1, 2, 3)		3	3	3	3	3	3	3
Base Bid		$ 389,000.00	$ 389,000.00	$ 411,000.00	$ 445,000.00	$ 446,390.00	$ 540,100.00	$ 660,560.00
Alternate 1 - Ground Floor Fit-out		$ 94,400.00	$ 94,400.00	$ 78,639.00	$ 70,000.00	$ 90,620.00	$ 134,930.00	$ 104,540.00
TOTAL BID WITH ALTERNATES		$ 483,400.00	$ 483,400.00	$ 489,639.00	$ 515,000.00	$ 537,010.00	$ 675,030.00	$ 765,100.00

Owner: Rock Island-Milan School District 41
Project Title: Rock Island High School Pool Infill
Construction Manager's Project No.: 01-26-0030
Bid Date / Time: 04/30/2026 2:00:00 PM

Bid Category 26 Electrical	RCVD 2	Recommendation Rock River Electric	Bidders Rock River Electric	Tri-City Electric				
Bid Bond		Y	Y	Y				
Addenda (1, 2, 3)		3	3	3				
Base Bid		$ 219,853.00	$ 219,853.00	$ 237,950.00				
Alternate 1 - Ground Floor Fit-out		$ 77,646.00	$ 77,646.00	$ 111,850.00				
TOTAL BID WITH ALTERNATES		$ 297,499.00	$ 297,499.00	$ 349,800.00	$ -	$ -	$ -	$ -

Bid Category 27 Structured Cabling	RCVD 1	Recommendation Tri-City Electric	Bidders Tri-City Electric					
Bid Bond		Y	Y					
Addenda (1, 2, 3)		3	3					
Base Bid		$ 42,171.39	$ 42,171.39					
Alternate 1 - Ground Floor Fit-out		$ 33,542.76	$ 33,542.76					
TOTAL BID WITH ALTERNATES		$ 75,714.15	$ 75,714.15	$ -	$ -	$ -	$ -	$ -

Bid Category 31 Sitework	RCVD 1	Recommendation Miller Trucking & Excavating	Bidders Miller Trucking & Excavating					
Bid Bond		Y	Y					
Addenda (1, 2, 3)		3	3					
Base Bid		$ 150,970.00	$ 150,970.00					
Alternate 1 - Ground Floor Fit-out		$ -	$ -					
TOTAL BID WITH ALTERNATES		$ 150,970.00	$ 150,970.00	$ -	$ -	$ -	$ -	$ -

Bid Category 32A Fences & Gates	RCVD 1	Recommendation Sampson Fence	Bidders Sampson Fence					
Bid Bond		Y	Y					
Addenda (1, 2, 3)		3	3					
Base Bid		$ 10,980.00	$ 10,980.00					
Alternate 1 - Ground Floor Fit-out		$ -	$ -					
TOTAL BID WITH ALTERNATES		$ 10,980.00	$ 10,980.00	$ -	$ -	$ -	$ -	$ -

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Frank Mendoza, Director of Building Operations
Date: May 12, 2026
Re: Roof Replacement Project

The Rock Island - Milan School District #41 requested sealed bids to complete roofing projects at Thomas Jefferson Elementary School as well as the Rock Island High School Fitness Center.

A prebid walkthrough was held on April 21, 2026. Notifications for this bid were listed online as well as advertised locally in the Dispatch/Argus Newspaper. A sealed bid opening was held at the Administration Center on April 30, 2026.

The District received bids from five (5) bidders. The bids were reviewed by Russell Construction. The following bidders qualified as responsible contractors based on the specifications and the bid results as are follows:

Bid Category	Bids Received	Apparent Low Bidder	Base Bid
Roofing	5	T&K Roofing	$287,560

It is recommended that the Board of Education award the bid to T&K Roofing to complete the roofing projects at Thomas Jefferson Elementary and the Rock Island High School Fitness Center. The total construction cost will be $420,033.

Investment Period: N/A
Total Investment: $420,033
Funding Source: Capital Projects Fund

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

May 1st, 2026

Mrs. Annaka Whiting – Chief Financial Officer
Rock Island – Milan School District #41
2700 7th Avenue
Rock Island, IL 61201

Re: Rock Island 2026 Roof Replacement Award Recommendation

Dear Mrs. Whiting,

Russell is pleased to submit the following award recommendations for the 2026 Roof Replacement project. This project will replace aging roofs on the High School fitness center and Thomas Jefferson School. Competitive bid proposals were received from five (5) bidders with the lowest responsive and responsible bidders being selected for award recommendation. As such, Russell is requesting permission to award the subcontract for these scopes of work to the following contractors:

Bid Category		Bids Received	Apparent Low Bidder	Base Bid
Bid Category 07	Roofing	5	**T&K Roofing**	$ 287,560

The overall construction cost including Russell markups will be $420,033.00.

Enclosed are the final bid tabulation and the construction cost total for the project. If you have any questions regarding this recommendation, please don't hesitate to contact us for clarification.

Thank you again for the opportunity to support Rock Island Community and District #41.

Sincerely,

Jesse Smith
Senior Estimator

Cc: Tony Latoria
Wendy Rouse

4700 East 53rd Street, Davenport, Iowa 52807 | (563) 459-4600 | www.russellco.com

Owner: Rock Island-Milan School District 41
Project Title: Rock Island 2026 Roof Replacement
Construction Manager's
Project No.: 01-26-0073
Bid Date / Time: 04/30/2026 2:00:00 PM

Bid Category		Bids Received	Apparent Low Bidder	Base Bid
Bid Category 07	Roofing	5	**T&K Roofing**	$ 287,560
	Total Bids Received	**5**		
SUBCONTRACTS SUBTOTAL			**Subtotal**	**$ 287,560**
General Conditions				$ 81,180
General Requirements				$ 13,406
CONSTRUCTION SUBTOTAL			**Subtotal**	**$ 382,146**
Construction Contingency		5.00%		$ 21,002
Technology Fee		0.30%		$ 1,260
GL Insurance		1.03%		$ 4,326
Construction Managers Fee		2.00%		$ 8,401
P&P Bond		0.69%		$ 2,898
RUSSELL PLUS CONSTRUCTION TOTAL			**Total**	**$ 420,033**

Owner:	Rock Island-Milan School District 41
Project Title:	Rock Island 2026 Roof Replacement
Construction Manager's Project No.:	01-26-0073
Bid Date / Time:	04/30/2026 2:00:00 PM

Bid Category 07	**RCVD**	**Recommendation**	**Bidders**				
Roofing	5	**T&K Roofing**	**T&K Roofing**	**Jim Giese**	**Sterling Commercial**	**Windward Roofing**	**Economy Roofing**
Bid Bond		**Y**	**Y**	**Y**	**Y**	**Y**	**Y**
Addenda (1, 2)		**2**	**2**	**2**	**2**	**2**	**2**
Base Bid		**$ 287,560.00**	**$ 287,560.00**	**$ 342,075.00**	**$ 351,325.00**	**$ 481,373.00**	**Withdrawn**
TOTAL BID WITH ALTERNATES		**$ 287,560.00**	**$ 287,560.00**	**$ 342,075.00**	**$ 351,325.00**	**$ 481,373.00**	**$ -**
							868

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Frank Mendoza, Director of Building Operations
Date: May 12, 2026
Re: Rock Island High School Chiller & RTU Replacement Project

On January 13, 2026, the Board approved the purchase of a new chiller in the amount of $343,605. The installation of the purchased chiller & RTU replacement was subsequently bid. This project includes the removal of the existing chiller at the Rock Island High School, an installation of an owner-purchased chiller, and the replacement of existing Rock Island High School Fitness Center HVAC units and pads.

The District received sealed bids from eleven (11) qualified vendors for three (3) separate categories on April 30, 2026. The bids were opened and read aloud. Along with Russell Construction a recommendation is being presented to complete this project and restore reliable, permanent cooling at Rock Island High School.

Bid Category	Bids received	Apparent Low Bidder	Base Bid
Site Concrete	2	Goetz Concrete	$41,700
Mechanical (Plumbing/HVAC)	6	Schebler	$164,875
Electrical	3	Tri-City Electric	$46,060

It is recommended that the Board of Education award the Chiller and RTU Replacement Project to the companies listed above. The overall construction cost will be $450,836.

Investment Period: N/A
Total Investment: $450,836.00
Funding Source: Capital Projects Fund

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

May 1st, 2026

Mrs. Annaka Whiting – Chief Financial Officer
Rock Island – Milan School District #41
2700 7th Avenue
Rock Island, IL 61201

Re: Rock Island Chiller/RTU Replacement Award Recommendation

Dear Mrs. Whiting,

Russell is pleased to submit the following award recommendations for the High School Chiller and RTU Replacement project. This project includes replacement of an existing non-functional chiller for the High School and replacement of the heating and cooling equipment and controls at the High School fitness center. Competitive bid proposals were received from eleven (11) bidders with the lowest responsive and responsible bidders being selected for award recommendation. As such, Russell is requesting permission to award the subcontract for these scopes of work to the following contractors:

Bid Category		Bids Received	Apparent Low Bidder	Base Bid
Bid Category 03	Site Concrete	2	**Goetz Concrete**	$ 41,700
Bid Category 22	Mechanical (Plumbing & HVAC)	6	**Schebler**	$ 164,875
Bid Category 26	Electrical	3	**Tri-City Electric**	$ 46,060

The overall construction cost including Russell markups will be $450,836.00.

Enclosed are the final bid tabulation and the construction cost total for the project. If you have any questions regarding this recommendation, please don't hesitate to contact us for clarification.

Thank you again for the opportunity to support Rock Island Community and District #41.

Sincerely,

Jesse Smith
Senior Estimator

Cc: Tony Latoria
Wendy Rouse

4700 East 53rd Street, Davenport, Iowa 52807 | (563) 459-4600 | www.russellco.com

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Frank Mendoza, Director of Building Operations
Date: May 12, 2026
Re: Rock Island High School Unit Vent Replacement Project

The District advertised and sought bids to replace unit vents at Rock Island High School. A sealed bid opening was held on April 30th with four (4) qualified vendors bidding. This project includes the installation of drain valves on the existing two-pipe hydronic system to support future unit ventilator replacements. This improvement will enhance system maintainability and reduce disruption during future equipment upgrades.

Additional scope of work includes the removal and reinstallation of select existing unit ventilators to facilitate required abatement work associated with the project. The proposed work is necessary to prepare the facility for ongoing and future HVAC improvements while ensuring compliance with abatement requirements and maintaining system functionality.

Bid Category	Bids Received	Apparent Low Bidder	Base Bid
Flooring	2	L&L Floorcovering	$55,375
Mechanical, Plumbing, HVAC	2	Crawford Co.	$246,000

It is recommended that the Board of Education award the Unit Vent Replacement Project to L & L Flooring and Crawford Co., along with Russell Construction for a total price of $478,702.

Investment Period: N/A
Total Investment: $478,702
Funding Source: Capital Projects Fund

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

May 1st, 2026

Mrs. Annaka Whiting – Chief Financial Officer
Rock Island – Milan School District #41
2700 7th Avenue
Rock Island, IL 61201

Re: Rock Island 2026 Unit Vents Award Recommendation

Dear Mrs. Whiting,

Russell is pleased to submit the following award recommendations for the 2026 Unit Vent project. This project is to facilitate the removal of potential ACM in classrooms and prepare for future mechanical improvements at the High School. Competitive bid proposals were received from four (4) bidders with the lowest responsive and responsible bidders being selected for award recommendation. As such, Russell is requesting permission to award the subcontract for these scopes of work to the following contractors:

Bid Category		Bids Received	Apparent Low Bidder	Base Bid
Bid Category 09	Flooring	2	**L&L Floorcovering**	$ 55,375
Bid Category 22	Mechanical (Plumbing & HVAC)	2	**Crawford Co.**	$ 246,000

The overall construction cost including Russell markups will be $478,702.00.

Enclosed are the final bid tabulation and the construction cost total for the project. If you have any questions regarding this recommendation, please don't hesitate to contact us for clarification.

Thank you again for the opportunity to support Rock Island Community and District #41.

Sincerely,

Jesse Smith
Senior Estimator

Cc: Tony Latoria
Wendy Rouse

4700 East 53rd Street, Davenport, Iowa 52807 | (563) 459-4600 | www.russellco.com

Owner: Rock Island-Milan School District 41
Project Title: RIMSD HS 2026 Unit Vents
Construction Manager's
Project No.: 01-25-0303
Bid Date / Time: 04/30/2026 2:00:00 PM

Bid Category		Bids Received	Apparent Low Bidder	Base Bid
Bid Category 09	Flooring	2	**L&L Floorcovering**	$ 55,375
Bid Category 22	Mechanical (Plumbing & HVAC)	2	**Crawford Co.**	$ 246,000
	Total Bids Received	**4**		
SUBCONTRACTS SUBTOTAL			**Subtotal**	**$ 301,375**
General Conditions				$ 81,180
General Requirements				$ 52,968
CONSTRUCTION SUBTOTAL			**Subtotal**	**$ 435,523**
Construction Contingency		5.00%		$ 23,935
Technology Fee		0.30%		$ 1,436
GL Insurance		1.03%		$ 4,931
Construction Managers Fee		2.00%		$ 9,574
P&P Bond		0.69%		$ 3,303
RUSSELL PLUS CONSTRUCTION TOTAL			**Total**	**$ 478,702**

Owner:	Rock Island-Milan School District 41
Project Title:	RIMSD HS 2026 Unit Vents
Construction Manager's Project No.:	01-25-0303
Bid Date / Time:	04/30/2026 2:00:00 PM

Bid Category 09 Flooring	RCVD 2	**Recommendation** **L&L Floorcovering**	**Bidders** **L&L Floorcovering**	**Taza Construction**	
Bid Bond		**Y**	**Y**	**Y**	
Addenda (1)		**1**	**1**	**1**	
Base Bid		**$ 55,375.00**	**$ 55,375.00**	**$ 98,975.00**	874

Bid Category 22 Mechanical (Plumbing & HVAC)	RCVD 2	**Recommendation** **Crawford Co.**	**Bidders** **Crawford Co.**	**JL Brady**	
Bid Bond		**Y**	**Y**	**Y**	
Addenda (1)		**1**	**1**	**1**	
Base Bid		**$ 246,000.00**	**$ 246,000.00**	**$ 254,200.00**	

Sharon Williams, Ed.D.
Superintendent of Schools

To: RIMSD 41 Board of Education
From: Dr. Sharon Williams
Cabinet Champion: Frank Mendoza, Director of Building Operations
Date: May 12, 2026
Re: Thurgood Marshall Learning Center Secure Entry Project

The Rock Island - Milan School District #41 requested sealed bids to complete the secure entry project at Thurgood Marshall Learning Center. This project consists of the construction of a secure entry vestibule, replacement of doors as well as new entry paving. A prebid walkthrough was held on April 21, 2026. Notifications for this bid were listed online as well as advertised locally in the newspaper. A sealed bid opening was held at the Administration Center on April 30, 2026.

The District received bids from a total of nine (9) companies for various aspects of the project. The bids were reviewed by Russell Construction. The following bidders qualified as responsible contractors based on the specifications and the bid results as are follows:

Bid Category	Bids Received	Apparent Low Bidder	Adjusted Bid with Recommended alternates
Building & Site Concrete	4	Anderson Commercial Concrete	$15,713
General Trades	1	Russell Construction	$77,300
Entrances & Storefront	2	East Moline Glass	$34,300
Electrical	2	Crawford Co.	$11,170

It is recommended that the Board of Education award the contractors recommended by Russell Construction to complete the Thurgood Marshall Learning Center secure entry project; overall construction costs including Russell Construction will be $263,033.

Investment Period: N/A
Total Investment: $263,033
Funding Source: Capital Projects Fund

Rock Island-Milan School District #41
2000 7th Avenue, Rock Island, IL 61201
309-793-5900 x10210 | 309-793-5905 fax
Sharon.williams@rimsd41.org
www.rimsd41.org

May 1st, 2026

Mrs. Annaka Whiting – Chief Financial Officer
Rock Island – Milan School District #41
2700 7th Avenue
Rock Island, IL 61201

Re: Rock Island Thurgood Marshall Secure Entry Award Recommendation

Dear Mrs. Whiting,

Russell is pleased to submit the following award recommendations for the Thurgood Marshall Secure Entry project. Competitive bid proposals were received from nine (9) bidders with the lowest responsive and responsible bidders being selected for award recommendation. Alternates 1 is recommended for inclusion to replace existing stairwell door and hardware. As such, Russell is requesting permission to award the subcontract for these scopes of work to the following contractors:

Bid Category		Bids Received	Apparent Low Bidder	Adjusted Bid with Recommended Alternates
Bid Category 03	Building & Site Concrete	4	**Anderson Commercial Concrete**	$ 15,713.00
Bid Category 06	General Trades	1	**Russell**	$ 77,300.00
Bid Category 08	Entrances & Storefront	2	**East Moline Glass**	$ 34,300.00
Bid Category 26	Electrical	2	**Crawford Co**	$ 11,170.00

The overall construction cost including Russell markups will be $263,033.00.

Enclosed are the final bid tabulation and the construction cost total for the project. If you have any questions regarding this recommendation, please don't hesitate to contact us for clarification.

Thank you again for the opportunity to support Rock Island Community and District #41.

Sincerely,

Jesse Smith
Senior Estimator

Cc: Tony Latoria
Wendy Rouse

4700 East 53rd Street, Davenport, Iowa 52807 | (563) 459-4600 | www.russellco.com

Owner: Rock Island-Milan School District 41
Project Title: RIMSD Thurghood Marshall Secure Entry
Construction Manager's
Project No.: 01-26-0037
Bid Date / Time: 04/30/2026 2:00:00 PM

Bid Category		Bids Received	Apparent Low Bidder	Adjusted Bid with Recommended Alternates
Bid Category 03	Building & Site Concrete	4	**Anderson Commercial Concrete**	$ 15,713.00
Bid Category 06	General Trades	1	**Russell**	$ 77,300.00
Bid Category 08	Entrances & Storefront	2	**East Moline Glass**	$ 34,300.00
Bid Category 26	Electrical	2	**Crawford Co**	$ 11,170.00
	Total Bids Received	**9**		
SUBCONTRACTS SUBTOTAL			**Subtotal**	**$ 138,483**
Construction Testing Allowance				$ 4,000
General Conditions				$ 86,352
General Requirements				$ 10,472
CONSTRUCTION SUBTOTAL			**Subtotal**	**$ 239,307**
Construction Contingency		5.00%		$ 13,152
Technology Fee		0.30%		$ 789
GL Insurance		1.03%		$ 2,709
Construction Managers Fee		2.00%		$ 5,261
P&P Bond		0.69%		$ 1,815
RUSSELL PLUS CONSTRUCTION TOTAL			**Total**	**$ 263,033**

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Bid Category 03	RCVD	Recommendation	Bidders			
Building & Site Concrete	4	Anderson Commercial Concrete	Anderson Commercial Concrete	Treiber Construction	Goetz Concrete	Centennial Contractors
Bid Bond		Y	Y	Y	Y	Y
Addenda (1, 2)		2	2	2	2	2
Base Bid		$ 15,713.00	$ 15,713.00	$ 16,500.00	$ 17,500.00	$ 30,000.00
Alternate 1 - Door Replacement		$ -	$ -	$ -	$ -	$ -
TOTAL BID WITH ALTERNATES		$ 15,713.00	$ 15,713.00	$ 16,500.00	$ 17,500.00	$ 30,000.00

Bid Category 06	RCVD	Recommendation	Bidders			
General Trades	1	Russell	Russell			
Bid Bond		Y	Y			
Addenda (1, 2)		2	2			
Base Bid		$ 62,300.00	$ 62,300.00			
Alternate 1 - Door Replacement		$ 15,000.00	$ 15,000.00			
TOTAL BID WITH ALTERNATES		$ 77,300.00	$ 77,300.00	$ -	$ -	$ -

Bid Category 08	RCVD	Recommendation	Bidders			
Entrances & Storefront	2	East Moline Glass	East Moline Glass	Mid-American Glazing		
Bid Bond		Y	Y	Y		
Addenda (1, 2)		2	2	2		
Base Bid		$ 33,300.00	$ 33,300.00	$ 47,640.00		
Alternate 1 - Door Replacement		$ 1,000.00	$ 1,000.00	$ 576.00		
TOTAL BID WITH ALTERNATES		$ 34,300.00	$ 34,300.00	$ 48,216.00	$ -	$ -

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Bid Category 26 Electrical	RCVD 2	Recommendation Crawford Co	Bidders Crawford Co	Tri-City Electric		
Bid Bond		Y	Y	Y		
Addenda (1, 2)		2	2	2		
Base Bid		$ 11,170.00	$ 11,170.00	$ 21,172.00		
Alternate 1 - Door Replacement		$ -	$ -	$ -		
TOTAL BID WITH ALTERNATES		$ 11,170.00	$ 11,170.00	$ 21,172.00	$ -	$ -

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