



LINCOLNSHIRE – PRAIRIE VIEW SCHOOL DISTRICT 103

1370 N. Riverwoods Road • Lincolnshire, Illinois 60069

847/295-4030 • FAX 847/295-9196

<http://www.d103.org>

BOARD OF EDUCATION AGENDA

JUNE 4, 2013

The Committee of the Whole Meeting of the Board of Education of Lincolnshire-Prairie View School District 103 will be held on Tuesday, June 4, 2013 at 7:00 PM in the Learning Center of Daniel Wright Junior High School, 1370 N. Riverwoods Road, Lincolnshire, Illinois.

- A. Call to Order and Roll Call
Time: 1 hour 20 minutes
- B. Community Participation
- C. Discussion Items
Time: 45 minutes
 - 1. Special Education Discussion 2
 - 2. Refunding Bonds Discussion 11
 - 3. Press Issue 1st Reading 29
 - 4. Board Committee Reps 53
- D. Action Item
Time: 5 minutes
 - 1. Approval of Website Contract with Final Site 56
- E. Community Participation
- F. Executive Session
Time: 30 minutes
- G. Adjournment



Lincolnshire-Prairie View School District 103

Special Education Report

SEDOL Review

June 4, 2013

INTRODUCTION

Lincolnshire Prairie View School District 103 is dedicated to excellence as “Leaders in Learning.” As Leaders in Learning we are committed to providing “innovative learning experiences which empower each student to excel and make a difference in a diverse and interconnected world.” Inherent in the District 103 vision and mission are the core values of “meeting individual student needs,” “social responsibility,” and “continuous improvement.” District 103 has demonstrated a commitment to the education and well being of each student through the following:

- Curriculum – District 103 prides itself on a rigorous, articulated curriculum that delineates what students should learn, how the curriculum should be delivered and how student learning is assessed. Our approach differentiates instruction to meet the needs of our students. Each curricular area is reviewed on a regular basis and updated to reflect the best practices for student learning.
- High expectations – District 103 maintains high expectations for all and works with families to support students to meet those expectations. The district recognizes that a well-rounded education involves more than basic academic skills to enable students to function in an independent and self-directed manner. As such, District 103 provides supports for students inside and outside the classroom to help them succeed and grow as contributing members to the community.
- Collaborative practice – The District 103 Board of Education, administration, staff, student, parents and community work together to provide the best possible learning environment for our students. The District shares services with other Area 125 school districts in the areas of curriculum, special education, finances, and transportation to provide a more streamlined education for students from Kindergarten through 12th grade.
- Safe and caring environment – District 103 provides a safe and caring environment for students in order to create a culture of respect and collaboration. Recognizing education as a lifelong process, District 103 staff and parents work together in a mutually supportive relationship to help students continually learn and grow.
- Community engagement – District 103 partners with the PTO, Learning Fund Foundation, OMMPa, businesses, residents, not-for-profit agencies, private preschools, and local government agencies to extend the services provided to our students, families and the greater community. As an educational leader, District 103 has a responsibility to provide support and guidance to the broader community.

District 103’s commitment to “empowering each student to excel” has established a culture that at its foundation strives to meet the full continuum of needs for each and every student. Included within this continuum are the students who have qualified for special education services and require specialized instruction. Special education students, ages 3 years through 8th grade, represent approximately 13% of the student population (1600) presently attending District 103. Special education students require a wide array of specialized instruction in order to meet their individual learning needs. The range of this instruction includes, but is not limited to, speech articulation, skill development, curricular support and replacement curriculum, as well as services to support more significant needs, such as medical and physical disabilities, cognitive impairments, autism and emotional disabilities.

District 103 has been a member of the Special Education District of Lake County (SEDOL) to help meet the diverse needs of our students with exceptional needs. Historically, SEDOL has provided services to our students with moderate to severe needs and/or to students whose needs were considered low incidence and therefore cannot effectively and efficiently be met within District 103 programming.

In addition, some students have been placed in Therapeutic Day Schools outside of both SEDOL and District 103 in order to effectively meet their needs. Over the past five years, District 103 has established a more complete continuum of district-based services for students with special needs. As a result, District 103 has been delivering an increasing amount of special education programming and services through our own district programs and with district personnel; thus has become less reliant on SEDOL programming and services.

RATIONALE FOR WITHDRAWAL

Several years ago, SEDOL encouraged member districts to educate students with mild to moderate disabilities in their home districts. This encouragement, along with other significant factors, has led District 103 to take a number of steps to develop and support a more comprehensive continuum of services essential to meeting the needs of all District 103 students requiring special education services. Over the past five years, these steps have included the following:

- Providing current staff with the professional development essential to addressing a more complete continuum of services.
- Ensuring all special education staff meet Highly Qualified status.
- Establishing additional programming within the district. These programs now include an Early Childhood Self Contained Classroom, an Early Childhood Blended Classroom, and Intensive Instructional Programs for grades K – 8.
- Establishing a “shared services model” with District 96 and District 102 including collaborative use of a SEDOL contractual hearing-impaired specialist, establishment of the Guided Program for students with severe/profound disabilities, and shared use of busing for transportation.
- Hiring of staff to support the instructional and related services needs within the new programming, including additional Learning Behavior Specialists, an Adaptive Physical Education teacher, as well as an increase in social work, speech and language, occupational therapy, physical therapy and school psychologist services.
- Hiring of district personnel to support related services in the areas of occupational therapy and physical therapy, as well as the hiring of a certified school nurse.
- Hiring of a consultant to support the private placement of students in more restrictive private facilities (i.e. Illinois certified Therapeutic Day and Residential Schools.)
- Hiring and training additional paraprofessionals (Teacher Associates) to service increased student populations with moderate to severe and profound disabilities and related needs.
- Allocating space, remodeling specific facilities and purchasing appropriate curriculum, equipment and supplies required for supporting the new programming.

District 103’s commitment to “empowering each student to excel” and the subsequent efforts to establish a more complete continuum of programs and services at the local level, with the use of District staff and District and local resources, have evolved to the level of supporting a request for formal withdrawal from the SEDOL. Multiple factors support District 103’s formal request for withdrawal from SEDOL, including local autonomy, high quality programming within District 103, minimized logistical challenges, stronger sense of community engagement, limited use of SEDOL programming and services and financial flexibility. All of these factors support District 103’s commitment to “empowering all students to excel” through meeting students’ individual learning needs. Further insight to these factors is provided below.

LOCAL AUTONOMY

District 103 places a premium on high-quality programming, input from all stakeholders, flexibility in educational programming to meet student needs, and high expectations related to “empowering each student to excel” while remaining fiscally responsible. The expansion of District and local programming has led to an increase in autonomy and more centralized problem solving. The result has been high quality district programming, increased input from all stakeholders, increased flexibility in meeting individual needs, decreased logistical concerns, and a stronger sense of community for all stakeholders.

A special education cooperative, which serves as many students and includes as large a geographic area as the Special Education District of Lake County (SEDOL), inherently faces many obstacles and challenges to consistently ensure these same benefits. As a special education cooperative, SEDOL services 35 local districts with standards and expectations specific to their local districts and communities. SEDOL must support special education compliance for 35 local districts, as well as attempt to balance the expectations from 35 different local districts related to programming, curriculum and staff development. The standards and expectations of 35 different local districts vary significantly and are not always consistent with those of District 103 and our community. In addition, the logistical challenges involved with coordinating and providing consistent high quality programming and supporting staff throughout Lake County are complicated. Some of these challenges include off-site supervision for programming and staff, limited flexibility related to services and programming, sector-program locations dependent on local districts and significant distances between program locations and District 103.

HIGH QUALITY PROGRAMMING

Over the course of the last five years, District 103 has expanded the continuum of services available to students within the District and through locally-shared programming with District 96 and District 102. Student needs are currently met through the following programs and services provided within District 103 or locally-shared programming:

- Early Childhood Self Contained Classroom;
- Early Childhood Blended Classroom;
- Early Childhood Itinerant Services;
- Consultative services provided by District 103 staff (Learning Behavior Specialist, Adaptive PE, Speech Language Pathologist, Occupational Therapist, Physical Therapist, Certified School Nurse, Social Work, School Psychologist);
- Resource/Skill Development--direct service by District 103 staff (Learning Behavior Specialist, Adaptive PE, Speech Language Pathologist, Occupational Therapist, Physical Therapist, Certified School Nurse, Social Work, Psychologist);
- Instructional Services--Replacement curriculum options in Math and English Language Arts;
- Intensive Instructional Programming (IIP)--Cross categorical classrooms, K - 8th grade, for students with moderate disabilities who may require replacement curriculums in Math, English Language Arts and or Social Sciences, and also require supports and instruction for growth in the areas of social communication, emotional regulation, and independence;
- Guided Programming--Cross-categorical classrooms, K - 8th grade, for students with severe disabilities who require a functional curriculum, intensive related services and supports, and instruction to develop self-care, independence, and functional life skills.

The expansion of District 103 special education programs and locally-shared programming has resulted in more efficient and effective services for students with exceptional needs. District 103 and

our neighboring consortium districts share a similar vision and expectations related to ensuring each student is “empowered to excel.”

The expansion of District 103 and local programming has led to greater flexibility in delivering special education allowing for increased effectiveness and efficiency of the programming and services to the students. Problem solving and fine-tuning of programs and services are determined at the local level. These decisions take into consideration the local expectations of our constituents and reflect the goals of School District 103. The actual delivery of services is adjusted on a more immediate and ongoing basis, as determined by the real time needs of District 103 students in the programs. Problem solving about individual students occurs at the building level, where most staff members are available on a daily basis and administrative leadership is actively involved. This is in contrast to SEDOL programming, which is inherently decentralized due to the need to service 35 local districts. The flexibility of District 103’s expanded programming allows us to meet student needs more effectively and efficiently. For example, a student may primarily participate in programming that is focused on developing functional academic skills, such as the IIP program. He or she may also have some more significant needs in a specific functional life skills area that are better met through services typically provided through the Guided Program. Local programming allows for this student to receive instruction and skill development on a part-time basis in each program, without duplicating the instruction through the two programs.

MINIMIZED LOGISTICAL CHALLENGES

Logistical challenges also have been minimized with the expansion of District 103 and locally-shared programming. District 103 is located in the most southern and eastern corner of the SEDOL boundaries. In some cases, other special education cooperatives’ Therapeutic Day Schools are the same distance from District 103 or closer than SEDOL programs (i.e., Kirk School – Palatine, North Shore Academy – Highland Park). In addition, the location of sector classes within SEDOL can change from year to year, since location is dependent on local districts agreeing to provide housing for a classroom. Various factors have led to a decreased number of sector classes being provided by SEDOL. One of these factors was SEDOL’s encouragement that local districts assume programming for students with mild to moderate disabilities. In addition, sector classes often have been located within the central and/or northern sectors of SEDOL. These factors have resulted in significant travel time for District 103 students and high transportation costs for the District when a student attends a sector classroom. On the other hand, District 103 programs and locally-supported programming have led to consistency regarding the location of classes. Additional challenges involved with transportation (i.e., weather, inconsistency with drivers, vehicle breakdowns, school closings, traffic safety) have been minimized. District 103’s Transportation Department is able to provide special transportation with District buses and District-hired and trained personnel to students in our Early Childhood programs and the shared Guided Program. Students involved in the Intensive Instructional Program, a service that was previously provided by SEDOL and required transportation outside of the District 103, are able to ride with their general education peers on District transportation routes. By minimizing logistical challenges, District 103 has increased the effectiveness and efficiency in meeting the needs of our students with exceptional learning needs.

STRONGER SENSE OF COMMUNITY ENGAGEMENT

The philosophical commitment by District 103 to expand its special education programming has resulted in other less tangible benefits. Previously, the parents whose children were educated in programs outside the District reported a sense of isolation from District 103 and the District 103

community. They reported that their children struggled to connect with peers in their neighborhood, as their children did not have school-based relationships. Few of these children's classmates lived locally, making it difficult to establish regular opportunities for students and parents to connect outside of their school environment. Parents now report the opposite. They are amazed and pleased by the number of peers and parents who greet them and reach out to them at school and throughout the community. Their children beam when they are recognized and greeted by their peers. They report that their children are included by their peers, and connections have been formed between families. Our parents now report a sense of belonging and support within School District 103 and the community at large.

This benefit is significant and extends to our general student body as well. An important aspect of social-emotional growth is developing compassion and acceptance of those who are different. One of the underlying principles of District 103 programming is the inclusion of students with disabilities with general education peers. We know that our students with exceptional needs will be members of society as a whole as adults, and they will need the skills to participate within that larger context. We also believe that an understanding and acceptance of individuals with disabilities is critical for them to successfully engage in society. As educators, we work to facilitate these larger goals in a number of ways including the more traditional participation of students with exceptional needs in general education classes. Equally important has been the inclusion of general education students in the programming of our students with exceptional needs. When these opportunities occur naturally, such as during lunch and recess or after school activities, our staff can work to provide training, modeling and structure to ensure successful experiences for all of the students. In addition, general education students are provided with the opportunity to participate in the classrooms for our students with exceptional needs. The true measure of the success of this aspect of the program is the mutual acceptance that has occurred. General education students continue to volunteer to participate with the students with exceptional needs. Students reach out to staff and find ways to include students with exceptional needs in typical activities such as Lighted Schoolhouse, an after school activity. General education students have requested to participate in summer programming with students with special needs, giving of their own free time. Parents report there are reciprocal invitations between children with special needs and general education peers for out-of-school activities, such as birthday parties and other celebrations. Parents of general education students facilitate their children's interest in participating with children with exceptional needs. The result has been a strong sense of community engagement.

LIMITED USE OF SEDOL SERVICES

The current services that are secured through SEDOL are limited. The SEDOL Early Childhood Assessment Team (ECAT) continues to complete evaluations for all children age three years to pre-Kindergarten who reside within District 103. Our district currently secures itinerant services from SEDOL for our Hearing Impaired students and for a child with a Vision Impairment. Administrative support is provided for a number of grants and other special education related compliance factors related to state and federal funding.

Over the past five years, SEDOL ECAT has evaluated between 8 and 15 students ages 2.5 years to pre-Kindergarten per year for District 103. As a part of this service, SEDOL facilitates the transition process for children within Early Intervention, ages 0 – 3 years, to District 103 special education programs.

District 103 continues to use the services of the SEDOL Audiological Department. All children who are evaluated by ECAT also access SEDOL's audiological services. In addition, all students with hearing impairments serviced either through Individual Education Plans or 504s, access audiology on a yearly basis. Finally, when a concern regarding hearing arises, parents or district staff may refer students for an audiological evaluation at SEDOL. The total average number of audiological evaluations conducted by SEDOL for District 103 is between 20 and 25 per year.

District 103, District 102, District 96 and SEDOL have worked cooperatively to ensure consistency and flexibility in the Hearing Itinerant (HI) services we secure from SEDOL. All three local districts require between one full day and several full days of HI services each week. Traditionally, when an itinerant is hired for one or more days from SEDOL, specific days of the week are assigned to serve the District. This limits flexibility for delivering services, attending meetings and addressing equipment concerns related to hearing (i.e. hearing aids, FM units). For the past several years, the needs of the three local districts have equaled a full-time Hearing Itinerant. Through an informal agreement among the three local districts and SEDOL, the same Hearing Itinerant has been assigned to the three districts each year, and the districts have worked together to share the time allocated. The three local districts have worked cooperatively to allow flexibility with regard to the Hearing Itinerant's schedule across a typical week and as needs arise on a weekly basis. For the past several years, the contract between SEDOL and District 103 has been for one day per week of Hearing Itinerant services.

District 103 currently secures Vision Itinerant services from SEDOL for a student who requires vision services. Services are contracted on an hourly basis and include both direct and indirect/consultative services. For the past several years, services have averaged four hours per month for a Vision Itinerant.

SEDOL provides administrative support for special education compliance factors and for a number of grants related to state and federal funding. All IDEA grants are filed through SEDOL. Maintenance of Effort compliance is conducted through SEDOL. Additionally, SEDOL has provided guidance and support with other compliance issues as they have arisen (i.e. Proportionate Share, Disproportionality).

Over the past five years, District 103 has secured services for specific special education needs on an as needed basis. On a very limited basis, the SEDOL assistive technology (AT) team has conducted AT evaluations for individual students. SEDOL has three distinct types of Day Schools available to meet the needs of students. There are two SEDOL Day Schools (Sally Potter and Gages Lake) that provide services to students, Pre K - 8th grade, with significant emotional and/or behavioral needs who require a setting with a strong therapeutic underpinning to the program. Laremont Day School provides programming for students with severe and profound cognitive and physical disabilities. In addition, Laremont has recently begun to house classrooms for students with severe autism who require a Day School setting. However, District 103 has not accessed programming at Laremont, Sally Potter or Gages Lake for several years. SEDOL also provides programming at John Powers Center for children who are deaf or hearing impaired and cannot access the curriculum in a general education setting. Until recently, one District 103 student attended John Powers School. SEDOL also coordinates several professional development opportunities each year that local districts can access. These professional development opportunities may or may not have a fee associated with them and District 103 has accessed them when they are relevant and important to the professional growth of our personnel.

In summary, over the past five years District 103 has assumed responsibility for the following services that SEDOL provided in the past on either a contractual or tuition basis:

- Early Childhood Classroom Programming;
- Cross Categorical Classrooms for students with moderate disabilities who may require replacement curriculums in Math, English Language Arts and or Social Sciences, as well as require supports and instruction for growth in the areas of social communication, emotional regulation and independence (Intensive Instructional Program—IIP);
- Cross Categorical Classrooms for students with severe disabilities who require a functional curriculum, intensive related services and supports and direct instruction to develop self care, independence and functional life skills (Guided Program);
- Adaptive PE services;
- Occupational Therapy and Physical Therapy Services;
- Consultant for Private Placement;
- Certified School Nurse services.

FINANCIAL FLEXIBILITY

The changes that have occurred over the past five years with District 103 special education services have already led to increased financial flexibility and fiscal responsibility. Specifically, the District has moved in the direction of providing more special education services within the District and by District personnel. The District now employs a Physical Therapist and Private Placement Consultant on an hourly basis versus the previous contractual basis through SEDOL. SEDOL Private Placement contractual services were billed at a per pupil rate based on the total student enrollment of District 103. The change in the provision of services to district-hired personnel allows the expense to directly reflect the use of the consulting services related to private placement. Similarly, the Physical Therapist is paid by the District based on actual hours of service provided. Adaptive Physical Education (APE) services had previously been secured on a contractual basis through SEDOL. Currently, District 103 employs a full time APE teacher at a cost similar to a part time contract through SEDOL. As a result of these changes, District expenses for the special education services provided align more closely with actual student needs/usage.

It is difficult to predict where our students would be receiving services if District 103 had not established District and local programming. However, based on the current provision of services, it would appear that the number of students receiving services out-of-district would have increased from 33 students in 2008 to 38 students in 2013. Currently, only eight (8) students are serviced out-of-district (the remaining 30 are serviced in-district). The estimated cost of 30 students serviced out-of-district would be \$500,000 on the low end and \$2 million on the high end, depending on the level of service. In addition, estimated transportation costs for the 30 students would be over \$600,000.

With a withdrawal from SEDOL, District 103 will experience an increase in the flexibility of financial resources through the following components:

- **O&M Assessment** - SEDOL's Operations and Maintenance (O&M) costs are shared by districts in the cooperative two ways: by enrollment and by EAV. By enrollment, District 103 represents 1.8% of the total SEDOL cooperative and is assessed ½ the O&M costs at 1.8%. By EAV, District 103 represents nearly 3.5% of the total SEDOL cooperative and is assessed the remaining ½ of O&M costs at 3.5%. Due to the higher EAV, District 103 pays almost twice the amount in the EAV assessment compared to the enrollment assessment. These costs for the 2011-12 year were \$57,662 and would add to the financial flexibility from a SEDOL withdrawal.

- **IMRF Levy** - Each year the District 103 levies for SEDOL IMRF during the property tax cycle. SEDOL calculates the cost for the Illinois Municipal Retirement System (IMRF), the state pension system for non-certified employees, and allocates to each district its proportionate share to levy. Once the taxes are received by District 103, the payment is made to SEDOL. For 2011-12, District 103's portion was \$39,943. This is essentially a pass-through as there is no "net cost" to the district (e.g., money in; same amount out). While a withdrawal from SEDOL would not impact financial flexibility in this regard, the district would no longer need to levy SEDOL IMRF during the property tax cycle.
- **Transportation** - District 103 currently has no students attending SEDOL facilities or programming. Therefore there are currently no costs affiliated with transportation to SEDOL programming. However, if even one student is transported from District 103 to SEDOL's main campus, the cost is approximately \$22,000 per year. With a withdrawal from SEDOL, transportation costs for District 103 would be reduced since they would not need to travel as far and may be able to use District 103 current bus routes. The changing nature of the population of students with special needs makes it difficult to predict future transportation expenses. However, a continued emphasis on local programming supports increased financial flexibility related to transportation expenses.
- **IDEA Grant** - This is a federal grant for special education that is shared between SEDOL and District 103. The total grant for 2011-12 was \$343,357. The district receives 40% of the allocation (\$137,343) and SEDOL retains 60% (\$206,014). A SEDOL withdrawal would increase financial flexibility by \$206,014 because District 103 would retain all the IDEA grant funding.

A withdrawal from SEDOL would potentially increase financial flexibility for District 103 by \$263,676 (O&M Assessment + IDEA Grant). The impact to SEDOL of a District 103 withdrawal would be a decrease in SEDOL revenue of \$303,619 (O&M Assessment + IDEA Grant + IMRF Levy), or a 0.4% loss in SEDOL's approximately \$70 million budget.

SUMMARY

A number of factors support District 103's formal request for withdrawal from SEDOL, including the benefits of local autonomy, high quality programming within District 103, minimized logistical challenges, a stronger sense of community engagement, limited use of SEDOL programming and services, and increased financial flexibility. All of these factors support the District's commitment to "empowering all students to excel" while aligning with our core values of meeting individual through student needs, social responsibility and continuous improvement.



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MEMO

To: Board of Education
From: Dan Stanley
Cc: Dr. Scott Warren
Date: June 4, 2013
Re: Debt Refunding Options

Over the past few months I have been working with PMA to look at our current outstanding debt. Included for you is a presentation prepared by PMA explaining our current situation and options. While I will go through this presentation with the board on June 4th, I wanted to offer some summary information.

Due to low interest rates, there is an opportunity at this time to refund some of the outstanding debt. This is very similar to refinancing a mortgage. In other words, the district could refund bonds at the same maturity, just at a lower interest rate.

At this point, I would refer you to the presentation to review our existing debt service. Slide 6 begins a discussion of the options. Below is a summary of the options/scenarios.

General Obligation Bonds

	Scenario 1	Scenario 2	Scenario 3	Scenario 4
Scenario Description	2013 Advance Refunding; 2014 Current Refunding	2013 Advance Refunding; 2014 Current Refunding	2014 Current Refunding	2014 Current Refunding
Market	Current	+ 50 bps	Current	+ 50 bps
2013 Savings	115,444	115,444	n/a	n/a
2013 Present Value Savings	7.06%	7.06%	n/a	n/a
2013 Negative Arbitrage	(31,578)	(31,578)	n/a	n/a
2014 Savings	95,791	65,776	306,734	239,046
2014 Present Value Savings	8.63%	5.91%	11.34%	8.57%
2014 Negative Arbitrage	(4,218)	(5,455)	(10,347)	(13,412)
Total Savings	211,235	181,220	306,734	239,046

Total Present Value Savings	7.70%	6.59%	11.34%	8.57%
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General Obligation Bonds

	Scenario 1	Scenario 2	Scenario 3	Scenario 4
Scenario Description	2013 Advance Refunding; 2014 Current Refunding	2013 Advance Refunding; 2014 Current Refunding	2014 Current Refunding	2014 Current Refunding
Market	Current	+ 50 bps	Current	+ 50 bps
2013 Savings	115,444	115,444	n/a	n/a
2013 Present Value Savings	7.06%	7.06%	n/a	n/a
2013 Negative Arbitrage	(31,578)	(31,578)	n/a	n/a
2014 Savings	95,791	65,776	306,734	239,046
2014 Present Value Savings	8.63%	5.91%	11.34%	8.57%

There appears to be a higher Present Value Savings and a lower negative arbitrage if we wait to do the complete refunding until 2014 (Scenarios 3 & 4). However, the difference in the total savings between Scenarios 3 & 4 is \$67,688 resulting from the market increasing 50 bps (50 basis points or 0.5%). If the market increased 100 bps by next year, the savings would drop double that resulting in a total savings of \$171,358. Per Slide 14, rates tend to increase much faster than they decrease (there are sharp jumps and drawn-out declines). In my opinion, the risk is not worth waiting for. **Therefore, it is my recommendation for the board to consider 2013 Advance Refunding of the available \$1.435 million and 2014 Current Refunding of the remaining \$985,000 (Scenario 1).**

Debt Certificates

	Scenario 1	Scenario 2	Scenario 3	Scenario 4
Scenario Description	2013 Advance Refunding	2013 Advance Refunding	2015 Current Refunding	2015 Current Refunding
Market	Current	+ 50 bps	Current	+ 50 bps
Savings	101,122	6,728	250,240	185,683
Present Value Savings	4.27%	0.39%	10.70%	7.84%
2014 Negative Arbitrage	(99,555)	(123,877)	(9,685)	(12,452)

The low Present Value Savings and high negative arbitrage do not advocate for a 2013 Advanced Refunding of the Debt Certificates. Scenarios 3 & 4 (refunding closer to the call date) appear to have much more favorable Present Value Savings and negative arbitrage. **Therefore, it is my recommendation for the board to do nothing at this time with Debt Certificates and revisit the figures in one to two years.**

The next steps are listed in Slide 15. Please note that the parameters resolution only sets minimum savings targets to refund which will protect the district in event that the market deteriorates in such a way as to negate district savings.



Lincolnshire-Prairie View School District 103

Refunding Options

13

Tammie Beckwith Schallmo
Managing Director, PMA Securities, Inc.

May 29, 2013

		<u>General Obligation Principal</u>		<u>DC Principal</u>			
		\$4,385,000		\$3,075,000		Cumulative	
		Series 2004 LT		Series 2005		Principal	
		School Bonds		Debt		Retirement as	
Lewy	Fiscal		Total	Certificate	Total	Ending Principal	Percent of
Year	Year					Balance	Total
2012	2014	\$ 205,000	\$ 205,000	\$ 120,000	\$ 120,000	\$ 4,940,000	4.95%
2013	2015	215,000	215,000	130,000	130,000	4,595,000	10.31%
2014	2016	225,000	225,000	135,000	135,000	4,235,000	15.88%
2015	2017	235,000	235,000	150,000	150,000	3,850,000	22.06%
2016	2018	245,000	245,000	160,000	160,000	3,445,000	28.66%
2017	2019	255,000	255,000	170,000	170,000	3,020,000	35.67%
2018	2020	265,000	265,000	180,000	180,000	2,575,000	43.09%
2019	2021	280,000	280,000	190,000	190,000	2,105,000	50.93%
2020	2022	290,000	290,000	205,000	205,000	1,610,000	59.38%
2021	2023	305,000	305,000	220,000	220,000	1,085,000	68.45%
2022	2024	320,000	320,000	235,000	235,000	530,000	78.14%
2023	2025	-	-	255,000	255,000	275,000	88.66%
2024	2026	-	-	275,000	275,000	-	100.00%
Total:		<u>\$ 2,840,000</u>	<u>\$ 2,840,000</u>	<u>\$ 2,425,000</u>	<u>\$ 2,425,000</u>		
Purpose:		NM - WC		NM - LS			
		AR					
Callable:		10/15/14		12/01/15			

- Savings can be achieved by refunding the Bonds/Debt Certificates in two ways:
 - Advance refunding
 - May execute at any time
 - Refunding proceeds invested in an escrow until the call date
 - Per the Government Finance Officers Association's list of best practices published in February 2001, the minimum PV savings target should be between 3.00% and 5.00%
 - Actual savings depend upon market conditions at the time of the refunding
 - Current refunding
 - Current refunding bonds need to close within 90 days of the call date

- Details of the Series 2004 Limited Bonds
 - Issued for working cash (capital projects) and refunding purposes
 - Due October 15, 2013 through 2023 in the amount of \$2,840,000
 - Average interest rate of the callable bonds is 4.63%
 - Of the Bonds that remain, \$2,420,000 are callable on October 15, 2014 @ par
 - \$1,435,000 are eligible for advance refunding

- Details of the Series 2005 Debt Certificates
 - Issued for life safety projects
 - Due December 1, 2013 through 2025 in the amount of \$2,425,000
 - \$2,040,000 are callable on December 1, 2015 @ par
 - Eligible for advance refunding
 - Average interest rate of the callable certificates is 4.56%

Non-Referendum Debt Service						Referendum Debt Service								
Lew Year	Fiscal Year	\$4,385,000 Series 2004			Non Referendum Debt Service Extension Base Created W/1994 Lew (1)		\$6,195,000 Series 1998		Total General Obligation Bonds Debt Service		Approximate 1.0% County Loss/Cost Debt Service		Growth Rate	Tax Rate
		LT School Bonds	Bonds (Ambac)	Total	Remaining Margin (1)	Refunding School Bonds	Total	Bonds Debt Service	Beginning LY2009	EAV(2)				
2002	2004	\$ 328,336	\$ -	\$ 328,336	\$ 330,957	\$ 2,622	\$ 791,643	\$ 791,643	\$ 1,119,978	\$ 1,142,377	\$ 834,673,996		0.1369	
2003	2005	-	312,840	312,840	330,957	18,117	788,881	788,881	1,101,721	1,123,756	879,484,846	5.37%	0.1278	
2004	2006	-	328,128	328,128	330,957	2,830	789,793	789,793	1,117,920	1,140,278	913,559,575	3.87%	0.1248	
2005	2007	-	328,245	328,245	330,957	2,712	789,250	789,250	1,117,495	1,139,845	956,737,983	4.73%	0.1191	
2006	2008	-	328,208	328,208	330,957	2,750	787,210	787,210	1,115,418	1,137,726	990,382,358	3.52%	0.1149	
2007	2009	-	327,845	327,845	330,957	3,112	788,538	788,538	1,116,383	1,138,710	1,053,802,487	6.40%	0.1081	
2008	2010	-	326,978	326,978	330,957	3,980	788,265	788,265	1,115,243	1,137,547	1,095,275,412	3.94%	0.1039	
2009	2011	-	330,678	330,678	331,288	610	786,363	786,363	1,117,040	1,128,210	1,078,815,119	-1.50%	0.1046	
2010	2012	-	328,925	328,925	340,233	11,308	-	-	328,925	332,214	1,014,909,593	-5.92%	0.0327	
2011	2013	-	326,656	326,656	345,336	18,680	-	-	326,656	329,923	966,110,571	-4.81%	0.0341	
2012	2014	-	328,803	328,803	355,696	26,894	-	-	328,803	332,091	898,804,660	-6.97%	0.0369	
2013	2015	-	330,188	330,188	361,743	31,556	-	-	330,188	333,489	901,540,596	0.30%	0.0370	
2014	2016	-	330,835	330,835	367,169	36,334	-	-	330,835	334,143	899,950,210	-0.18%	0.0371	
2015	2017	-	330,828	330,828	372,677	41,849	-	-	330,828	334,136	907,375,229	0.83%	0.0368	
2016	2018	-	330,268	330,268	378,267	47,999	-	-	330,268	333,570	914,800,248	0.82%	0.0365	
2017	2019	-	329,140	329,140	383,941	54,801	-	-	329,140	332,431	931,373,269	1.81%	0.0357	
2018	2020	-	327,308	327,308	389,700	62,393	-	-	327,308	330,581	948,112,021	1.80%	0.0349	
2019	2021	-	329,773	329,773	395,546	65,773	-	-	329,773	333,070	967,074,261	2.00%	0.0344	
2020	2022	-	326,590	326,590	401,479	74,889	-	-	326,590	329,856	986,415,747	2.00%	0.0334	
2021	2023	-	327,604	327,604	407,501	79,897	-	-	327,604	330,880	1,006,144,062	2.00%	0.0329	
2022	2024	-	327,680	327,680	413,613	85,933	-	-	327,680	330,957	1,026,266,943	2.00%	0.0322	
2023	2025	-	-	-	419,818	419,818	-	-	-	-	1,046,792,282	2.00%	0.0000	
2024	2026	-	-	-	426,115	426,115	-	-	-	-	1,067,728,127	2.00%	0.0000	
2025	2027	-	-	-	432,507	432,507	-	-	-	-	1,089,082,690	2.00%	0.0000	
2026	2028	-	-	-	438,994	438,994	-	-	-	-	1,110,864,344	2.00%	0.0000	
2027	2029	-	-	-	445,579	445,579	-	-	-	-	1,133,081,631	2.00%	0.0000	
2028	2030	-	-	-	452,263	452,263	-	-	-	-	1,155,743,263	2.00%	0.0000	
2029	2031	-	-	-	459,047	459,047	-	-	-	-	1,178,858,128	2.00%	0.0000	
2030	2032	-	-	-	465,933	465,933	-	-	-	-	1,202,435,291	2.00%	0.0000	
2031	2033	-	-	-	472,922	472,922	-	-	-	-	1,226,483,997	2.00%	0.0000	
2032	2034	-	-	-	480,015	480,015	-	-	-	-	1,251,013,677	2.00%	0.0000	
Total DS From Current FY:		\$ -	\$ 3,619,014	\$ 3,619,014			\$ -	\$ -	\$ 3,619,014	\$ 3,655,204				

(1) Pursuant to Public Act 96-0501, the District's DSEB will increase by the lesser of CPI or 5% each year starting with levy year 2009.

The applicable CPI increase has been applied to levy years 2009-2013, and assumed to be 1.5% per year thereafter.

If the District issues non-referendum bonds with debt service structured assuming a growing DSEB, it will need to pass resolutions, perhaps annually, to capture the additional DSEB levy available from CPI growth. If the CPI growth is less than estimated on average, the District will have to pay debt service in excess of the DSEB from funds on hand.

(2) EAV and growth rates in levy years 2013-2018 as estimated in FPP.

2013 Advance Refunding (Current Market) and 2014 Current Refunding (Current Market)

Levy Year	Outstanding Series 2004 Bonds	2013 Advance Refunding			2014 Current Refunding			Total Savings	
		Proposed Series 2013 Bonds	Less: Refunded Debt	Savings	Proposed Series 2014 Bonds	Less: Refunded Debt	Savings		
2012	\$328,803	\$64,894	\$65,620	\$726	\$0	\$0	\$0	\$726	
2013	330,188	52,725	65,620	12,895	41,175	45,053	3,878	16,773	
2014	330,835	185,975	197,718	11,743	120,400	133,118	12,718	24,460	
2015	330,828	187,825	196,735	8,910	123,350	134,093	10,743	19,653	
2016	330,258	184,625	195,465	10,840	126,200	134,803	8,603	19,443	
2017	329,140	181,425	193,900	12,475	124,000	135,240	11,240	23,715	
2018	327,308	183,175	196,845	13,670	121,800	130,463	8,663	22,333	
2019	329,773	184,825	194,370	9,545	124,550	135,403	10,853	20,398	
2020	326,590	181,000	191,623	10,623	127,200	134,968	7,768	18,390	
2021	327,604	181,688	193,395	11,708	124,500	134,209	9,709	21,416	
2022	327,680	182,250	194,560	12,310	121,500	133,120	11,620	23,930	
		\$3,619,007	\$1,770,406	\$1,885,850	\$115,444	\$1,154,675	\$1,250,466	\$95,791	\$211,235
Par Amount of Bonds Refunded				\$1,435,000				\$985,000	\$2,420,000
Net Present Value Savings				\$101,298				\$84,988	\$186,286
Present Value Savings as Percentage of Refunded Par				7.06%				8.63%	7.70%
Escrow Yield				0.139%				0.030%	
Arbitrage Yield				1.859%				1.716%	
Amount of negative arbitrage				(31,578)				(4,218)	

*Reflects the tax-exempt market as of May 28, 2013

- Assumes advance refunding in July 2013 and a current refunding in July 2014

2013 Advance Refunding (Current Market) and 2014 Current Refunding (Current Market + 50 bps)

Levy Year	Outstanding Series 2004 Bonds	2013 Advance Refunding			2014 Current Refunding			Total Savings	
		Proposed Series 2013 Bonds	Less: Refunded Debt	Savings	Proposed Series 2014 Bonds	Less: Refunded Debt	Savings		
2012	\$328,803	\$64,894	\$65,620	\$726	\$0	\$0	\$0	\$726	
2013	330,188	52,725	65,620	12,895	42,759	45,053	2,293	15,188	
2014	330,835	185,975	197,718	11,743	127,463	133,118	5,655	17,398	
2015	330,828	187,825	196,735	8,910	125,363	134,093	8,730	17,640	
2016	330,258	184,625	195,465	10,840	128,213	134,803	6,590	17,430	
2017	329,140	181,425	193,900	12,475	130,963	135,240	4,278	16,753	
2018	327,308	183,175	196,845	13,670	123,713	130,463	6,750	20,420	
2019	329,773	184,825	194,370	9,545	126,175	135,403	9,228	18,773	
2020	326,590	181,000	191,623	10,623	128,238	134,968	6,730	17,353	
2021	327,604	181,688	193,395	11,708	125,088	134,209	9,121	20,829	
2022	327,680	182,250	194,560	12,310	126,719	133,120	6,401	18,711	
		\$3,619,007	\$1,770,406	\$1,885,850	\$115,444	\$1,184,691	\$1,250,466	\$65,776	\$181,219
Par Amount of Bonds Refunded				\$1,435,000				\$985,000	\$2,420,000
Net Present Value Savings				\$101,298				\$58,243	\$159,541
Present Value Savings as Percentage of Refunded Par				7.06%				5.91%	6.59%
Escrow Yield				0.139%				0.030%	
Arbitrage Yield				1.859%				2.214%	
Amount of negative arbitrage				(31,578)				(5,455)	

*Reflects the tax-exempt market as of May 28, 2013

- Assumes advance refunding in July 2013 and a current refunding in July 2014

Current Refunding (of all Callable 2004 Bonds) in 2014

2014 Current Refunding (Current Market)

Levy Year	Outstanding Series 2004 Bonds	2014 Current Refunding		
		Proposed Series 2014 Bonds	Less: Refunded Debt	Savings
2012	\$328,803	\$0	\$0	\$0
2013	330,188	108,638	110,673	2,035
2014	330,835	298,550	330,835	32,285
2015	330,828	298,500	330,828	32,328
2016	330,258	298,350	330,268	31,918
2017	329,140	293,150	329,140	35,990
2018	327,308	292,900	327,308	34,408
2019	329,773	297,500	329,773	32,273
2020	326,590	292,000	326,590	34,590
2021	327,604	290,750	327,604	36,854
2022	327,680	293,625	327,680	34,055
	\$3,619,007	\$2,763,963	\$3,070,696	\$306,734

Par Amount of Bonds Refunded	\$2,420,000
Net Present Value Savings	\$274,533
Present Value Savings as Percentage of Refunded Par	11.34%
Escrow Yield	0.030%
Arbitrage Yield	1.713%
Amount of negative arbitrage	(10,347)

*Reflects the tax-exempt market as of May 28, 2013

Current Refunding (of all Callable 2004 Bonds) in 2014

2014 Current Refunding (Current Market + 50 bps)

Levy Year	Outstanding Series 2004 Bonds	2014 Current Refunding		
		Proposed Series 2014 Bonds	Less: Refunded Debt	Savings
2012	\$328,803	\$0	\$0	\$0
2013	330,188	107,400	110,673	3,273
2014	330,835	303,600	330,835	27,235
2015	330,828	303,550	330,828	27,278
2016	330,258	303,400	330,268	26,868
2017	329,140	303,150	329,140	25,990
2018	327,308	302,800	327,308	24,508
2019	329,773	301,663	329,773	28,110
2020	326,590	299,725	326,590	26,865
2021	327,604	302,238	327,604	25,366
2022	327,680	304,125	327,680	23,555
	\$3,619,007	\$2,831,650	\$3,070,696	\$239,046
Par Amount of Bonds Refunded				\$2,420,000
Net Present Value Savings				\$207,390
Present Value Savings as Percentage of Refunded Par				8.57%
Escrow Yield				0.030%
Arbitrage Yield				2.216%
Amount of negative arbitrage				(13,412)

*Reflects the tax-exempt market as of May 28, 2013

Advance Refunding of 2005 Debt Certificates in July 2013

Refunding of 2005 Debt Certificates (Current Market)

Levy Year	Outstanding Series 2005 DCs	2013 Advance Refunding		
		Proposed Series 2013 DCs	Less: Refunded Debt	Savings
2012	\$222,020	\$88,053	\$89,890	\$1,837
2013	227,425	79,150	89,890	10,740
2014	227,455	83,600	89,890	6,290
2015	237,040	226,550	237,040	10,490
2016	241,150	232,950	241,150	8,200
2017	244,710	234,200	244,710	10,510
2018	247,710	240,300	247,710	7,410
2019	250,263	241,250	250,263	9,013
2020	257,264	251,450	257,264	5,814
2021	262,888	255,825	262,888	7,063
2022	267,081	259,350	267,081	7,731
2023	275,125	266,925	275,125	8,200
2024	281,875	274,050	281,875	7,825
	\$3,242,005	\$2,733,653	\$2,834,775	\$101,122

Par Amount of Bonds Refunded	\$2,040,000
Net Present Value Savings	\$87,192
Present Value Savings as Percentage of Refunded Par	4.27%
Escrow Yield	0.276%
Arbitrage Yield	2.275%
*Reflects the tax-exempt market as of May 28, 2013	(99,555)

*Reflects the tax-exempt market as of May 10, 2013

Refunding of 2005 Debt Certificates (Current Market + 50 bps)

Levy Year	Outstanding Series 2005 DCs	2013 Advance Refunding		
		Proposed Series 2013 DCs	Less: Refunded Debt	Savings
2012	\$222,020	\$90,060	\$89,890	(\$170)
2013	227,425	87,175	89,890	2,715
2014	227,455	91,625	89,890	(1,735)
2015	237,040	234,575	237,040	2,465
2016	241,150	240,975	241,150	175
2017	244,710	246,688	244,710	(1,978)
2018	247,710	246,750	247,710	960
2019	250,263	251,625	250,263	(1,363)
2020	257,264	255,700	257,264	1,564
2021	262,888	263,875	262,888	(988)
2022	267,081	266,369	267,081	713
2023	275,125	273,163	275,125	1,963
2024	281,875	279,469	281,875	2,406
	\$3,242,005	\$2,828,047	\$2,834,775	\$6,728

Par Amount of Bonds Refunded	\$2,040,000
Net Present Value Savings	\$8,024
Present Value Savings as Percentage of Refunded Par	0.39%
Escrow Yield	0.276%
Arbitrage Yield	2.782%
*Reflects the tax-exempt market as of May 28, 2013	(123,877)

*Reflects the tax-exempt market as of May 10, 2013

Refunding of 2005 Debt Certificates (Current Market)

Levy Year	Outstanding Series 2005 DCs	2015 Current Refunding		
		Proposed Series 2015 DCs	Less: Refunded Debt	Savings
2014	\$227,455	\$87,017	\$89,890	\$2,873
2015	237,040	213,125	237,040	23,915
2016	241,150	214,775	241,150	26,375
2017	244,710	221,275	244,710	23,435
2018	247,710	222,625	247,710	25,085
2019	250,263	223,875	250,263	26,388
2020	257,264	229,475	257,264	27,789
2021	262,888	239,288	262,888	23,600
2022	267,081	243,225	267,081	23,856
2023	275,125	251,250	275,125	23,875
2024	281,875	258,825	281,875	23,050
	\$2,792,560	\$2,404,755	\$2,654,995	\$250,240
Par Amount of Bonds Refunded				\$2,040,000
Net Present Value Savings				\$218,204
Present Value Savings as Percentage of Refunded Par				10.70%
Escrow Yield				0.020%
Arbitrage Yield				1.979%
Amount of negative arbitrage				(9,685)

*Reflects the tax-exempt market as of May 28, 2013

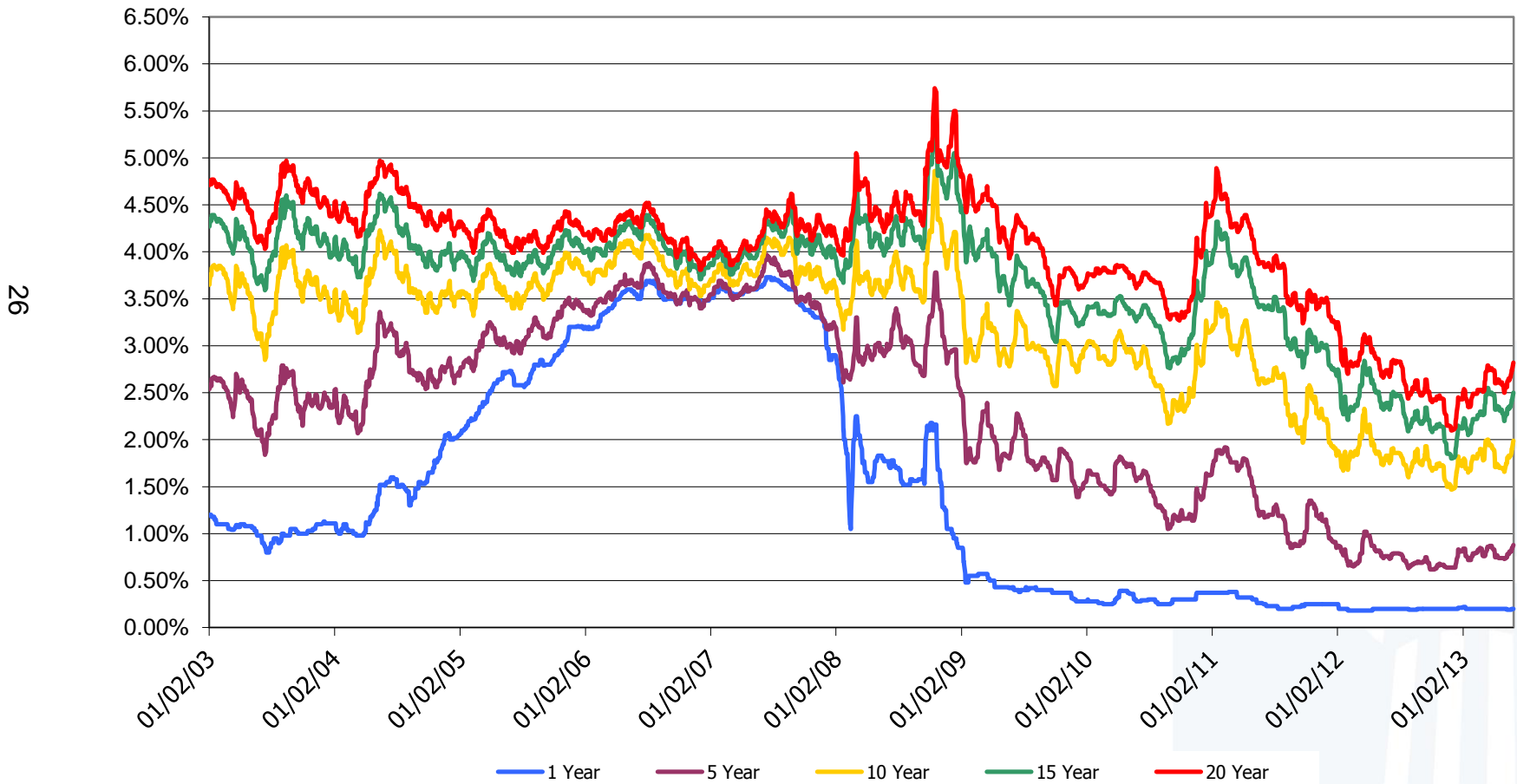
Refunding of 2005 Debt Certificates (Current Market + 50 bps)

Levy Year	Outstanding Series 2005 DCs	2015 Current Refunding		
		Proposed Series 2015 DCs	Less: Refunded Debt	Savings
2014	\$227,455	\$89,049	\$89,890	\$841
2015	237,040	215,875	237,040	21,165
2016	241,150	222,475	241,150	18,675
2017	244,710	223,925	244,710	20,785
2018	247,710	230,225	247,710	17,485
2019	250,263	230,888	250,263	19,375
2020	257,264	240,825	257,264	16,439
2021	262,888	245,450	262,888	17,438
2022	267,081	249,250	267,081	17,831
2023	275,125	257,125	275,125	18,000
2024	281,875	264,225	281,875	17,650
	\$2,792,560	\$2,469,312	\$2,654,995	\$185,683

Par Amount of Bonds Refunded	\$2,040,000
Net Present Value Savings	\$159,945
Present Value Savings as Percentage of Refunded Par	7.84%
Escrow Yield	0.020%
Arbitrage Yield	2.544%
Amount of negative arbitrage	(12,452)

*Reflects the tax-exempt market as of May 28, 2013

HISTORICAL INTEREST RATE COMPARISON MMD "AAA" Bond Index - Day to Day Comparison



*The Municipal Market Data "MMD" is a AAA municipal bond market index produced by TM3. As of May 28, 2013.

Refunding options delivered to the Board	June 4
Board adopts parameters resolution for refunding <ul style="list-style-type: none">- names delegates who will approve the sale- establishes minimum savings target	June 25
Board adopts escrow resolution <ul style="list-style-type: none">- authorizes escrow for the refunding	June 25
Deliver credit rating presentation to Moody's and hold due diligence call	Early July
Receive Moody's rating	Mid July
Price refunding bonds; delegates approve results and locks in savings	Late July
Refunding bond issue closes	Early August

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Lincolnshire-Prairie View School District 103

Memo

To: Board of Education
From: Scott Warren
Date: May 31, 2013
Re: Press Policy Issue 81 – 1st Reading

Press Policy is an Illinois Association of School Board (IASB) service that provides quarterly updates to policies regarding changes in state and federal law and as a regular review to keep the district's policies current. The Board reviews the 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. Press Issue 81 is presented for the Board's first reading.

4:15 Identity Protection
4:140 Waiver of Student Fees
4:170 Safety
5:50 Drug & Alcohol-Free Workplace: Tobacco Prohibition
5:260 Student Teachers
6:190 Co-Curricular Activities
6:220 Bring Your Own Technology Program
6:240 Field Trips & Recreational Class Trips
7:190 Student Discipline
7:305 Student Athlete Concussions and Head Injuries
8:20 Community Use of School Facilities
8:25 Advertising & Distributing Materials in Schools and on School Grounds

4/24/13

yes
A+H/W

DRAFT UPDATE

Operational Services

Identity Protection

The collection, storage, use, and disclosure of social security numbers by the School District shall be consistent with State and federal laws. The goals for managing the District's collection, storage, use, and disclosure of social security numbers are to:

1. Limit all activities involving social security numbers to those circumstances that are authorized by State or federal law.
2. Protect each social security number collected or maintained by the District from unauthorized disclosure.

The Superintendent is responsible for ensuring that the District complies with the Identity Protection Act, 5 ILCS 179/. Compliance measures shall include each of the following:

1. All employees having access to social security numbers in the course of performing their duties shall be trained to protect the confidentiality of social security numbers. Training should include instructions on the proper handling of information containing social security numbers from the time of collection through the destruction of the information.
2. Only employees who are required to use or handle information or documents that contain social security numbers shall have access to such information or documents.
3. Social security numbers requested from an individual shall be provided in a manner that makes the social security number easily redacted if the record is required to be released as part of a public records request.
4. When collecting a social security number or upon request by an individual, a statement of the purpose(s) for which the District is collecting and using the social security number shall be provided.
5. Notification to an individual whenever his or her personal information was acquired by an unauthorized person; *personal information* is an individual's name in combination with his or her social security number, driver's license number or State identification card number, or financial account information.
6. Disposal of materials containing personal information in a manner that renders the personal information unreadable, unusable, and undecipherable; *personal information* has the meaning stated in #5, above.
- 5-7. All employees must be advised of this policy's existence and a copy of the policy must be made available to each employee. The policy must also be made available to any member of the public, upon request.

No District employee shall collect, store, use, or disclose an individual's social security number unless specifically authorized by the Superintendent. This policy shall not be interpreted as a guarantee of the confidentiality of social security numbers and/or other personal information. The District will use best efforts to comply with this policy, but this policy should not be construed to convey any rights to protection of information not otherwise afforded by law.

Comment [AKL1]:
UPDATE 1: Suggested items #5 & #6 are not required to be in policy. They are mandates contained in the Personal Information Protection Act. Attorneys disagree whether the Act applies to school districts; however, the mandates are included in the sample policy because: (1) they are consistent with public policy, and (2) if the Act applies to school districts, so will its section allowing the Attorney General to fine any person up to \$100 for each violation of the disposal requirements for materials containing personal information (815 ILCS 530/40).

Issue 81, March 2013

Comment [AKL2]:
UPDATE 2: A disclaimer is offered; however, the usefulness of the disclaimer is untested and unproven.

Issue 81, March 2013

DRAFT UPDATE

LEGAL REF.: 5 ILCS 179/, Identity Protection Act.

CROSS REF: 2:250 (Access to District Public Records), 5:150 (Personnel Records), 7:340
(Student Records)

ADOPTED: ~~June 13, 2011~~

5/20/13

yes -
JHW

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

4:140

Operational Services

Waiver of Student Fees

The Superintendent or designee will recommend to the Board for adoption what fees, if any, will be charged for the use of textbooks, consumable materials, extracurricular activities, and other school fees. Students will pay for loss of school books or other school-owned materials.

Fees for textbooks and other instructional materials are waived for students who meet the eligibility criteria for fee waiver contained in this policy. In order that no student be denied educational services or academic credit due to the inability of parents/guardians to pay fees and charges, the Building Principal will recommend to the Board for adoption what additional fees, if any, the District will waive for students who meet the eligibility criteria for fee waiver. Students receiving a fee waiver are not exempt from charges for lost and damaged books, locks, materials, supplies, and equipment.

The Superintendent or designee shall ensure that applications for fee waivers are widely available and distributed according to State law and ISBE rule, and that provisions for assisting parents/guardians in completing the application are available.

Eligibility Criteria

A student shall be eligible for a fee waiver when the student currently lives in a household that meets the free lunch or breakfast eligibility guidelines established by the federal government pursuant to the National School Lunch Act, 42 U.S.C. §1758; 7 C.F.R. Part 245 et seq.

Verification

The Superintendent or designee must follow the verification requirements of 7 C.F.R. 245.6a when using the free lunch or breakfast eligibility guidelines pursuant to The National School Lunch Act as the basis for waiver of the student's fee(s).

Determination and Appeal

The Superintendent or designee will notify the parent(s)/guardian(s) promptly as to whether the fee waiver request has been granted or denied. The denial of a fee waiver request may be appealed to the Superintendent by submitting the appeal in writing to the Superintendent within 14 days of the denial. The Superintendent or designee shall respond within 14 days of receipt of the appeal. The Superintendent's decision may be appealed to the Board of Education. The decision of the Board is final and binding.

Questions regarding the fee waiver request process should be addressed to the Building Principal's office.

LEGAL REF.: 105 ILCS 5/10-20.13, 5/10-22.25, 5/27-24.2, and 5/28-19.2.
23 Ill.Admin.Code §1.245 [may contain unenforceable provisions].

CROSS REF.: 4:130 (Free and Reduced-Price Food Services), 6:220 (Bring Your Own Technology (BYOT) Program; Responsible Use and Conduct)

ADOPTED: December 14, 2009

Comment [AKL1]: The policy is unchanged.
Legal references and cross references are updated.
Issue 81, March 2013

5/24/13

yes
AMW

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

4:170

Operational Services

Safety

Safety Program

The School District shall have a safety program promoting the safety of everyone on District property or at a District event. In order that the Board can monitor this goal's achievement, the Superintendent shall make regular reports to the Board containing relevant information.

The Superintendent or designee shall develop and implement a comprehensive safety and crisis plan incorporating both avoidance and management guidelines. The comprehensive safety and crisis plan shall specifically include provisions for: injury prevention; bomb threats, weapons, and explosives on campus; school safety drill program, tornado protection; instruction in safe bus riding practices, emergency aid; post-crisis management; and responding to medical emergencies at an indoor physical fitness facility. The term "physical fitness facility" excludes any activity or program organized by a private or not-for-profit organization and organized and supervised by a person or persons other than the employees of the school. During each academic year, each school building must conduct a minimum of:

1. Three school evacuation drills,
2. One bus evacuation drill,
3. One severe weather and shelter-in-place drill, and
4. One law enforcement drill.

The law enforcement drill must be conducted according to the District's comprehensive safety and crisis plan, with the participation of the appropriate law enforcement agency. This drill may be conducted on days and times that students are not present in the building.

In the event of an emergency that threatens the safety of any person or property, students and staff are encouraged to use any available cellular telephone.

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

Convicted Child Sex Offender and Notification Laws

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

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

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

4:170

Page 1 of 3

DRAFT UPDATE

If a student is a sex offender, the Superintendent or designee shall develop guidelines for managing his or her presence in school.

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

All contracts with the School District that may involve an employee or agent of the contractor having any contact, direct or indirect, with a student, shall contain the following:

The contractor shall not send to any school building or school property any employee or agent who would be prohibited from being employed by the District due to a conviction of a crime listed in 105 ILCS 5/10-21.9, amended by P.A.s 97-248 and 97-607, or who is listed in the Statewide Illinois Sex Offender Registry or the Statewide Illinois Murderer and Violent Offender Against Youth Database Registry. The contractor shall obtain-make every employee who will be sent to any school building or school property available to the District for the purpose of submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9. The check shall occur before sending any employee or agent is sent to any school building or school property. The contractor will reimburse the District for the costs of the checks. The District must also provide a copy of the report to the individual employee, but is not authorized to release it to the contractor. Additionally, at least quarterly, the contractor shall check if an employee or agent is listed on the Statewide Illinois Sex Offender Registry or the Statewide Illinois Murderer and Violent Offender Against Youth Database Registry.

If the District receives information that concerns the record of conviction as a sex offender of any employee of a District contractor, the District will provide the information to another school, school district, community college district, or private school that requests it.

Unsafe School Choice Option

The unsafe school choice option provided in State law permits students to transfer to another school within their district in certain situations. This transfer option is unavailable in this District because the District has only one school or grade center. A student who would otherwise have qualified for the choice option, or such a student's parent/guardian, may request special accommodations from the Superintendent or designee.

Student Insurance

The Board of Education shall annually designate a company to offer student accident insurance coverage. The Board does not endorse the plan nor recommend that parents/guardians secure the coverage and any contract is between the parents/guardians and the company. Students participating in athletics, cheerleading, or pompons must have school accident insurance unless the parents/guardians state in writing that the student is covered under a family health insurance plan.

Emergency Closing

The Superintendent or designee is authorized to close the schools in the event of hazardous weather or other emergencies that threaten the safety of students, staff members, or school property.

Comment [AKL1]: UPDATE 1: Options exist for districts as to how comprehensive they wish to make their policy concerning restrictions on contractors' employees.

OPTION 1: Option 1 ("... direct or indirect contact...") goes further than State law. It requires checks for any contractor's employee who may work in any school building or on school property - after all, the burden is on the contractor to do the checking.

OPTION 2: Option 2 ("... direct, daily contact...") is for districts that want their policy language to mirror State law which requires checks for contractors' employees who have direct, daily contact with students.

Issue 80, October 2012

Comment [AKL2]: The policy is updated in the text and Legal References in response to ISBE's non-regulatory guidance document. For both legal and practical reasons, the guidance document places the responsibility on a district to perform background checks on contractors' employees.

For more information on managing background checks for contractor's employees, see ISBE's non-regulatory guidance document, *Criminal History Records Information (CHRI) Checks for Certified and Non-certified School Personnel*, at: www.isbe.net/pdf/guidance_chr.pdf.

Issue 81, March 2013

Comment [AKL3]:
UPDATE 2: Districts with each grade in only one attendance center may substitute the following provision for this paragraph:

The unsafe school choice option provided in State law permits students to transfer to another school within the District in certain situations. This transfer option is unavailable in this District because each grade is in only one attendance center. A student, who would otherwise have qualified for the choice option, or such a student's parent/guardian, may request special accommodations from the Superintendent or designee.

Issue 80, October 2012

DRAFT UPDATE

LEGAL REF.: Adam Walsh Child Protection and Safety Act, P.L. 109-248.
Uniform Conviction Information Act, 20 ILCS 2635/
105 ILCS 5/10-20.28, 5/21B-80, 5/10-21.9, and 128/.
Physical Fitness Facility Medical Emergency Preparedness Act, 210 ILCS 74/
Ill. Vehicle Code, 625 ILCS 5/12-813.1.
Criminal Code of 2012, 720 ILCS 5/11-9.3.
Unified Code of Corrections, 730 ILCS 152/101 et seq.

CROSS REF.: 5:30 (Hiring Process and Criteria), 6:190 (Co-Curricular Activities), 6:250
(Community Resource Persons and Volunteers), 7:220 (Bus Conduct), 7:300
(Co-curricular Athletics), 8:30 (Visitors to and Conduct on School Property),
8:100 (Relations with Other Organizations and Agencies)

ADOPTED: May 14, 2012

5/24/13

Yes
AKW

REWRITTEN

5:50

General Personnel

Drug- and Alcohol-Free Workplace; Tobacco Prohibition

Comment [AKL1]: Rewritten and re-titled to include prohibition of the use of tobacco products and to clarify language throughout.
Issue 81, March 2013

All District workplaces are drug- and alcohol-free workplaces. All employees are prohibited from engaging in any of the following activities while on District premises or while performing work for the District:

1. Unlawful manufacture, dispensing, distribution, possession, use, or being under the influence of a controlled substance.
2. Distribution, consumption, use, possession, or being under the influence of alcohol.

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.

As a condition of employment, each employee shall:

1. Abide by the terms of the 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 5 calendar days after such a conviction.

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

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

Tobacco Prohibition

All employees are covered by the conduct prohibitions contained in policy 8:30, *Visitors to and Conduct on School Property*. The prohibition on the use of tobacco products applies both (1) when an employee is on school property, and (2) while an employee is performing work for the District at a school event regardless of the event's location. *Tobacco* shall have the meaning provided in section 10-20.5b of the School Code.

5:50

Page 1 of 2

District Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action, including termination. Alternatively, the School Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse rehabilitation program.

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

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

LEGAL REF.: Americans With Disabilities Act, 42 U.S.C. §12114.
Controlled Substances Act, 21 U.S.C. §812; 21 C.F.R. §1308.11-1308.15.
Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et seq.
Safe and Drug-Free School and Communities Act of 1994, 20 U.S.C. §7101 et seq.
Drug-Free Workplace Act, 30 ILCS 580/
105 ILCS 5/10-20.5b.

CROSS REF.: 8:30 (Visitors to and Conduct on School Property)

ADOPTED:

Compare to current district policy 5:50, or consider adding to your manual if it is not now included.

5/24/13
yds
ΔHW

REWRITTEN

5:260

Professional Personnel

Student Teachers

The Superintendent is authorized to accept students from university-approved teacher-training programs to do student teaching in the District. Prior to a student teacher beginning any field experiences in the District, the Superintendent or designee will ensure that the District performs a complete criminal history records check pursuant to 105 ILCS 5/10-21.9; i.e. *background check* or *background investigation*.

A complete criminal history records check pursuant to 105 ILCS 5/10-21.9 shall include:

1. Fingerprint-based checks through (a) the Illinois State Police (ISP) for criminal history records information (CHRI) pursuant to the Uniform Conviction Information Act (20 ILCS 2635/1), and (b) the FBI national crime information databases pursuant to the Adam Walsh Child Protection and Safety Act (P.L. 109-248);
2. A check of the Illinois Sex Offender Registry (see the Sex Offender Community Notification Law (730 ILCS 152/101 et seq.); and
3. A check of the Illinois Murderer and Violent Offender Against Youth Registry (Murderer and Violent Offender Against Youth Community Notification Law (730 ILCS 154/75-105, amended by 97-154).

Each student teacher must provide written authorization for, and pay the costs of, his or her criminal history records check (including any applicable vendor's fees), and the Superintendent or designee will provide each student teacher with a copy of his or her report.

Assignment

The Superintendent or designee shall be responsible for coordinating placements of all student teachers within the District. Student teachers should be assigned to supervising teachers whose qualifications are acceptable to the District and the students' respective colleges or universities. A teacher may be eligible for Continuing Professional Development Units (CPDU) for supervising a student teacher or teacher education candidate in clinical supervision.

LEGAL REF.: Adam Walsh Child Protection and Safety Act, P.L. 109-248.
Uniform Conviction Information Act, 20 ILCS 2635/1.
105 ILCS 5/21-14(e)(3)(E)(viii) and 5/10-22.34.
23 Ill.Admin.Code § 25.875.

CROSS REF.: 5:190 (Teacher Qualifications)

ADOPTED:

Compare to current district policy 5:260, or consider adding to your manual if it is not now included.

Comment [AKL1]: This policy is rewritten in response to ISBE's non-regulatory guidance document. It now lists the exact components of a *complete criminal history records check*, makes it clear that it is the district's responsibility to do the check, and puts the responsibility for payment in the hands of the student teacher.

Issue 81, March 2013

4/24/13

bed

ΔHW

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

6:190

Instruction

Co-Curricular Activities

Students must meet the following eligibility requirements in order to participate in any co-curricular activity. If students fail to meet these requirements, they will be deemed ineligible.

A student is ineligible to participate if he/she violates any of the academic or behavioral requirements.

Academic Requirements

A student is academically ineligible if he/she is:

1. Failing in any class; or
2. Receiving three or more "D's" in his/her classes. (This includes all academic, Creative Arts, P.E., and Band/Chorus classes.) *Orchestra*

Weekly eligibility checks are made during the co-curricular season. After the period of eligibility, a student retains his/her privilege of participation.

Behavioral Requirements

Eligibility is determined by the Administration. A student is ineligible if he/she:

1. Has received three or more office referrals in a week; or
2. Has been placed in an alternate school setting assignment or out-of-school suspension; or
3. Fails to meet other behavioral requirements listed in the Co-curricular Conduct Code.

After the period of eligibility, a student retains his/her privilege of participation.

LEGAL REF.: 105 ILCS 5/10-20.30, and 5/24-24.

CROSS REF.: 4:170 (Safety), 7:10 (Equal Educational Opportunities), 7:40 (Nonpublic School Students, Including Parochial and Home-Schooled Students), 7:240 (Conduct Code for Participants in Co-Curricular Activities), 7:300 (Co-Curricular Athletics)

ADOPTED: July 10, 2006

Comment [AKL1]: Following its 5-year review, the policy is changed only by the addition of a cross reference.

District should review the policy to determine if it reflects current district practice.

Issue 81, March 2013

No -
Working on building
infrastructure & processes
before implementation - Will consider
at a later date,
AW

NEW

6:220

Instruction

Bring Your Own Technology (BYOT) Program; Responsible Use and Conduct¹

The Superintendent or designee shall establish a *Bring Your Own Technology (BYOT) Program*. The program will: ²

1. Promote educational excellence by facilitating resource sharing, innovation, and communication to enhance (a) technology use skills; (b) web-literacy and critical thinking skills about Internet resources and materials, including making wise choices; and (c) habits for responsible digital citizenship required in the 21st century. ³
2. Provide sufficient wireless infrastructure within budget parameters. ⁴
3. Provide access to the Internet only through the District's electronic networks. ⁵
4. Identify approved BYOT devices and what District-owned technology devices may be available; e.g., laptops, tablet devices, E-readers, and/or smartphones.
5. Align with Board policies 4:140, *Waiver of Student Fees*; 5:125 *Personal Technology and Social Media; Usage and Conduct*; 5:170, *Copyright*; 6:120, *Education of Children with Disabilities*; 6:235, *Access to Electronic Networks*; 7:140, *Search and Seizure*; 7:180,

Comment [AKL1]: This policy is optional. Before adopting a BYOT policy and implementing a BYOT program, school officials should consider how a BYOT policy and program fit into the district's mission statement for instruction.

Please refer to the footnotes for the policy and to the Update Memo for additional information about this topic.

The footnotes are included here for informational purposes only. They are not intended to be part of the policy and will be removed if the policy is adopted.

Issue 81, March 2013

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

¹ This policy is optional. It concerns an area in which the law is unsettled. 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. Consult the board attorney and the district's information technology professional(s) for advice to create a legally sound program that fits your district's mission statement for instruction.

² Customize paragraphs 1-8 to reflect the how the program will align with the board's mission statement for instruction and goals for its program.

³ 105 ILCS 5/27-13.3 and 47 C.F.R. § 54.520(c)(1)(i) require Internet safety instruction. See *f/n #14* in 6:60, *Curriculum Content* for more discussion.

⁴ District may want to consider a *guest network*, similar to what hotels and other service industry hosts provide to their customers. This can protect a district's network from malicious software, which is discussed in *f/n #5* below.

⁵ Care must be taken to comply with the Children's Internet Protection Act (CIPA), 47 U.S.C. §254. CIPA requires the district to provide content filters, blocking lists, or district monitoring of Internet website traffic for patterns of usage that could indicate inappropriate network usage. While a program using district-owned technology devices is always subject to the district's electronic network rules, a BYOT program creates the possibility for students to bypass the district's electronic network and access the Internet through their own wireless providers' signals. This *bypass* complicates a district's duty under CIPA.

Consult the board attorney about managing CIPA compliance issues in the context of a BYOT program. This sample policy is conservative, and it requires that CIPA govern the use of any BYOT device's Internet access capability while the device is at school. If the board will allow a student to bypass the district's electronic network and access his or her wireless providers' signals, consult the board attorney.

Care must also be taken to reduce the electronic network's vulnerability to malicious viruses and malware. Malicious viruses and malware are increasingly being targeted to smartphone users. This is evidenced by the Federal Trade Commission's (FTC) recent filings of lawsuits around the country accusing companies of ordering or engineering the sending of hundreds of millions of spam text messages to mobile phone users. The district may want to require students to ensure their BYOT devices contain an anti-virus and/or anti-malware software product. While many of these software products are free, some are not. Requiring all BYOT devices to have this type of software presents equity issues between students because it may require parents/guardians to spend funds to participate (see the discussion in *f/n #6* below).

6:220

Page 1 of 3

Preventing Bullying, Intimidation, and Harassment; 7:190, *Student Discipline*; and 7:340, *Student Records*.⁶

6. Provide relevant staff members with BYOT professional development opportunities, including the provision of:
 - a. Classroom management information about issues associated with the program, e.g., technical support, responsible use, etc.;
 - b. A copy of or access to this policy and any building-specific rules for the program;
 - c. Additional training, if necessary, about 5:170, *Copyright*; and
 - d. Information concerning appropriate behavior of staff members as required by State law and policy 5:120, *Ethics and Conduct*.⁸
7. Provide a method to inform parents/guardians and students about this policy.

Comment [AKL2]:

Option – The board may choose to replace this list with the following sentence:

Align with established board policies.

Issue 81, March 2013

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

⁶ A BYOT program must continue to follow established policies. Boards may use this alternative, "Align with established Board policies."

Managing the following issues may require a consultation with the board attorney:

1. 4:140, *Waiver of Student Fees*, needs examination because most BYOT programs require parents/guardians to spend funds to participate. 105 ILCS 5/10-20.13 requires districts, at a minimum, to waive charges for textbooks and other fees for children whose families are unable to afford them. See also policy 6:210, *Instructional Materials*, stating that district classrooms and learning centers should be equipped with an evenly-proportioned, wide assortment of instructional materials, including textbooks, workbooks, audio-visual materials, and electronic materials.
2. Management issues concerning 5:125, *Personal Technology and Social Media; Usage and Conduct*, and 5:170, *Copyright* are discussed in ¶n #s 7 & 8 below.
3. 6:120, *Education of Children with Disabilities*, requires consideration for students with disabilities when integrating any technology programs into the educational environment. As with district-provided devices (often referred to as *1:1 technology programs*), devices must be accessible to students with disabilities, including those who are blind, have low vision or have a disability that affects their ability to access print information. The use of mobile devices that do not allow a student with a disability to access the instructional materials would be a violation of the student's right under the Individuals With Disabilities Education Act (IDEA).
4. 6:235, *Access to Electronic Networks*, is discussed in ¶n #5 above.
5. 7:140, *Search and Seizure*, still applies in a BYOT program. The Fourth Amendment protects individuals from searches only when the person has a legitimate expectation of privacy. However, 105 ILCS 5/10-22.6(e) allows school officials to inspect the personal effects left by a student on property owned or controlled by the school, e.g., lockers, desks, and parking lots. Many cases suggest that to search a student's possessions left in the locker, school officials need individualized suspicion of wrongdoing. Many of the issues re: the search of electronic devices that are discussed in 7:190-AP6, *Guidelines for Investigating Sexting Allegations*, will apply to investigations involving BYOT devices. To minimize mediating with law enforcement for parents/guardians about confiscated devices, districts should distinguish whether they are acting upon their own initiative or need to contact law enforcement. See ¶ns in policy 7:140, *Search and Seizure*, and the policy's *Seizure of Property* subhead.
6. 7:180, *Preventing Bullying, Intimidation, and Harassment*, and 7:190, *Student Discipline*, present similar issues to # 3 & 4 above. Students must be aware that traditional expectations for appropriate behavior, and the consequences for inappropriate behavior, apply to a BYOT program.
7. See 7:340, *Student Records*. The law is not clear whether materials created by students participating in a BYOT program through a district's network access are *school student records*.

⁷ See ¶n # 1 above re: collective bargaining. Moving forward without properly training educators to manage BYOT issues may create pedagogical problems. One option for this training is to incorporate it into the training required during the in-service on educator ethics, teacher-student conduct, and school employee-student conduct required by board policy 5:120, *Ethics and Conduct*. Many issues involved in BYOT programs intersect with maintenance of appropriate behavior and policy 5:125, *Personal Technology and Social Media; Usage and Conduct*.

⁸ 23 Ill. Admin. Code §22.20 and 105 ILCS 5/21-23, amended by P.A. 97-8, repealed, added and renumbered at 105 ILCS 5/21B-75 by P.A. 97-607.

8. Include the program in the annual report to the Board as required under policy 6:10, *Education Philosophy and Objectives*.

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

Responsible Use⁹

The District recognizes students participating in the program as responsible young adults and holds high expectations of their conduct in connection with their participation in the program. Teachers may encourage students to bring their own devices as supplemental in-class materials when: (a) using the devices will appropriately enhance, or otherwise illustrate, the subjects being taught; (b) the Building Principal has approved their use and found that their use is age-appropriate; and (c) the student's parent/guardian has signed the *Bring Your Own Technology (BYOT) Program Participation Authorization and Responsible Use Agreement Form*. A student's right to privacy in his or her device is limited; any reasonable suspicion of activities that violate law or Board policies will be treated according to policy 7:140, *Search and Seizure*.

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

LEGAL REF.: Children's Internet Protection Act (CIPA), 47 U.S.C. §254(h) and (l).
Enhancing Education Through Technology Act, 20 U.S.C §6751 *et seq.*
47 C.F.R. Part 54, Subpart F, Universal Service Support for Schools and Libraries.
Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6508.
16 C.F.R. Part 312, Children's Online Privacy Protection Rule.
105 ILCS 5/28.

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

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

⁹ This section provides general guidelines. A BYOT program will require a parent/guardian authorization to participate in it and specific guidelines for students. See 6:220-E1, *Authorization to Participate in Bring Your Own Technology (BYOT) Program; Responsible Use and Conduct*; 6:220-E2, *Bring Your Own Technology (BYOT) Program Student Guidelines*; and 6:235-E5, *Children's Online Privacy Protection Act*. See ¶n #s 7 & 8 above re: teachers' guidelines. Application of additional guidelines for teachers may have collective bargaining implications (see ¶n #1).

5/24/13

yes
DAH

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

6:240

Instruction

Field Trips and Recreational Class Trips

Field trips are permissible when the experiences are an integral part of the school curriculum and/or contribute to the District's educational goals.

All field trips must have the Superintendent or designee's prior approval. Field trips beyond a 250-mile radius of the school must have the prior approval of the Board. The following factors are analyzed when determining whether to approve a field trip: educational value, student safety, parent concerns, heightened security alerts, and liability concerns. On all field trips, a bus fee set by the Superintendent or designee may be charged to help defray the transportation costs.

Parents/guardians of students: (1) shall be given the opportunity to consent to their child's participation in any field trip, and (2) are responsible for all entrance fees, food, lodging, or other costs, except that the District will pay such costs for students who qualify for free or reduced school lunches. All non-participating students shall be provided an alternative experience. Any field trip may be cancelled without notice due to danger to students, staff, or chaperones. Monies deposited may be forfeited.

Privately arranged trips, including those led by District staff members, shall not be represented as or construed to be sponsored by the District or school. The District does not provide liability protection for privately arranged trips and is not responsible for any damages arising from them.

Recreational Class Trips

Recreational class trips are permissible provided they do not interfere with the District's educational goals. The provisions in this policy concerning field trips are also applicable to recreational class trips, except those regarding educational value.

LEGAL REF.: 105 ILCS 5/29-3.1.

CROSS REF.: 6:10 (Educational Philosophy and Objectives), 7:270 (Administering Medicines to Students)

ADOPTED: July 10, 2006

Comment [AKL1]: This paragraph is optional. It seeks to distinguish privately arranged trips from those that are controlled and sponsored by the district and provides a disclaimer.
Issue 81, March 2013

5/24/13 Yes
AHW

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

7:190

Students

Student Discipline

Prohibited Student Conduct

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

1. Using, possessing, distributing, purchasing, or selling tobacco materials.
2. Using, possessing, distributing, purchasing, or selling alcoholic beverages. Students who are under the influence of an alcoholic beverage are not permitted to attend school or school functions and are treated as though they had alcohol in their possession.
3. Using, possessing, distributing, purchasing, or selling:
 - a. Any illegal drug, controlled substance, or cannabis (including marijuana and hashish).
 - b. Any anabolic steroid unless being administered in accordance with a physician's or licensed practitioner's prescription.
 - c. Any performance-enhancing substance on the Illinois High School Association's most current banned substance list unless administered in accordance with a physician's or licensed practitioner's prescription.
 - d. Any prescription drug when not prescribed for the student by a physician or licensed practitioner, or when used in a manner inconsistent with the prescription or prescribing physician's or licensed practitioner's instructions.
 - e. Any inhalant, regardless of whether it contains an illegal drug or controlled substance: (a) that a student believes is, or represents to be capable of, causing intoxication, hallucination, excitement, or dulling of the brain or nervous system; or (b) about which the student engaged in behavior that would lead a reasonable person to believe that the student intended the inhalant to cause intoxication, hallucination, excitement, or dulling of the brain or nervous system. The prohibition in this section does not apply to a student's use of asthma or other legally prescribed inhalant medications.
 - f. "Look-alike" or counterfeit drugs, including a substance not containing an illegal drug or controlled substance, but one: (a) that a student believes to be, or represents to be, an illegal drug or controlled substance; or (b) about which a student engaged in behavior that would lead a reasonable person to believe that the student expressly or impliedly represented to be an illegal drug or controlled substance.
 - g. Drug paraphernalia, including devices that are or can be used to: (a) ingest, inhale, or inject cannabis or controlled substances into the body; and (b) grow, process, store, or conceal cannabis or controlled substances.

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

4. Using, possessing, controlling, or transferring a "weapon" as that term is defined in the *Weapons* section of this policy, or violating the *Weapons* section of this policy.
5. Using or possessing an electronic paging device. Using a cellular telephone, video recording device, personal digital assistant (PDA), or other electronic device in any manner that disrupts the educational environment or violates the rights of others, including using the device to take photographs in locker rooms or bathrooms, cheat, or otherwise violate student conduct rules. Prohibited conduct specifically includes, without limitation, creating, sending, sharing, viewing, receiving, or possessing an indecent visual depiction of oneself or another

Comment [AKL1]: State and federal law have not yet addressed electronic cigarettes. An electronic or e-cigarette resembles a regular cigarette. It contains a battery-operated heating element that turns a liquid into a mist for inhaling. The liquid may contain nicotine.

OPTION:

The board may substitute the following alternative sentence to prohibit electronic cigarettes:

Using, possessing, distributing, purchasing, or selling tobacco materials or electronic cigarettes.

Issue 81, March 2013

7:190

Page 1 of 5

DRAFT UPDATE

person through the use of a computer, electronic communication device, or cellular phone. Unless otherwise banned under this policy or by the Building Principal, all electronic devices must be kept off and out of sight during the regular school day unless: (a) the supervising teacher grants permission; (b) use of the device is provided in a student's IEP; or (c) it is needed in an emergency that threatens the safety of students, staff, or other individuals.

6. Using or possessing a laser pointer unless under a staff member's direct supervision and in the context of instruction.
7. Disobeying rules of student conduct or directives from staff members or school officials. Examples of disobeying staff directives include refusing a District staff member's request to stop, present school identification, or submit to a search.
8. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, and wrongfully obtaining test copies or scores.
9. Engaging in hazing or any kind of bullying or aggressive behavior that does physical or psychological harm to a staff person or another student, or urging other students to engage in such conduct. Prohibited conduct specifically includes, without limitation, any use of violence, intimidation, force, noise, coercion, threats, stalking, harassment, sexual harassment, public humiliation, theft or destruction of property, retaliation, hazing, bullying, bullying using a school computer or a school computer network, or other comparable conduct.
10. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's personal property.
11. Being absent without a recognized excuse; State law and Board policy on truancy control will be used with chronic and habitual truants.
12. Being involved with any public school fraternity, sorority, or secret society, by:
 - Being a member;
 - Promising to join;
 - Pledging to become a member; or
 - Soliciting any other person to join, promise to join, or be pledged to become a member.
13. Being involved in gangs or gang-related activities, including displaying gang symbols or paraphernalia.
14. Violating any criminal law, such as assault and battery, arson, theft, gambling, and hazing.
15. Making an explicit threat on an Internet website against a school employee, a student, or any school-related personnel if the Internet website through which the threat was made is a site that was accessible within the school at the time the threat was made or was available to third parties who worked or studied within the school grounds at the time the threat was made, and the threat could be reasonably interpreted as threatening to the safety and security of the threatened individual because of his or her duties or employment status or status as a student inside the school.
16. Engaging in any activity, on or off campus, that interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

For purposes of this policy, the term "possession" includes having control, custody, or care, currently or in the past, of an object or substance, including situations where the item is: (a) on the student's person; (b) contained in another item belonging to, or under the control of, the student, such as in the

DRAFT UPDATE

student's clothing, backpack, or automobile; (c) in a school's student locker, desk, or other school property; or (d) at any location on school property or at a school-sponsored event.

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

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

The grounds for disciplinary action, including those described more thoroughly later in this policy, apply whenever the student's conduct is reasonably related to school or school activities, including, but not limited to:

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

Disciplinary Measures

Disciplinary measures may include:

1. Disciplinary conference.
2. Withholding of privileges.
3. Seizure of contraband.
4. Suspension from school and all school activities for up to 10 days, provided that appropriate procedures are followed. A suspended student is prohibited from being on school grounds.
5. Suspension of bus riding privileges, provided that appropriate procedures are followed.
6. Expulsion from school and all school-sponsored activities and events for a definite time period not to exceed 2 calendar years, provided that the appropriate procedures are followed. An expelled student is prohibited from being on school grounds.
7. Notifying juvenile authorities or other law enforcement whenever the conduct involves illegal drugs (controlled substances), "look-alikes," alcohol, or weapons.
8. Notifying parents/guardians.
9. Temporary removal from the classroom.
10. In-school suspension for a period not to exceed 5 school days. The Building Principal or designee shall ensure that the student is properly supervised.
11. After-school study or Saturday study, provided the student's parent(s)/guardian(s) have been notified. If transportation arrangements cannot be agreed upon, an alternative disciplinary measure must be used. The student must be supervised by the detaining teacher or the Building Principal or designee.

5/16/13
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DRAFT UPDATE

12. Community service with local public and nonprofit agencies that enhance community efforts to meet human, educational, environmental, or public safety needs. The District will not provide transportation. School administration shall use this option only as an alternative to another disciplinary measure giving the student and/or parent(s)/guardian(s) the choice.

A student who is subject to a suspension in excess of 20 school days or an expulsion may be immediately transferred to an alternative program if the student is expelled or otherwise qualifies for the transfer under State law. The transfer shall be in the manner provided in Article 13A or 13B of the School Code.

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

Weapons

A student who is determined to have brought one of the following objects to school, any school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school shall be expelled for a period of at least one calendar year but not more than 2 calendar years:

1. A firearm, meaning any gun, rifle, shotgun, or weapon as defined by Section 921 of Title 18 of the United States Code (18 U.S.C. § 921), firearm as defined in Section 1.1 of the Firearm Owners Identification Card Act (430 ILCS 65/), or firearm as defined in Section 24-1 of the Criminal Code of 1961 (720 ILCS 5/24-1).
2. A knife, brass knuckles, or other knuckle weapon regardless of its composition, a billy club, or any other object if used or attempted to be used to cause bodily harm, including "look alikes" of any firearm as defined above.

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

Required Notices

A school staff member shall immediately notify the Building Principal in the event that he or she: (1) observes any person in possession of a firearm on or around school grounds; however, such action may be delayed if immediate notice would endanger students under his or her supervision, (2) observes or has reason to suspect that any person on school grounds is or was involved in a drug-related incident, or (3) observes a battery committed against any staff member. Upon receiving such a report, the Building Principal or designee shall immediately notify the local law enforcement agency, State Police, and any involved student's parent(s)/guardian(s). "School grounds" includes modes of transportation to school activities and any public way within 1000 feet of the school, as well as school property itself.

Delegation of Authority

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

Comment [AKL2]: The policy provision on transfer to an alternative program is clarified. Subsection 10-22(b) uses the phrase "is suspended in excess of 20 school days" even though such a suspension should be treated as an expulsion. For more information please see the Update Memo.

Issue 81, March 2013

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

Student Handbook

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

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

LEGAL REF.: Gun-Free Schools Act, 20 U.S.C. §7151 et seq.
Pro-Children Act of 1994, 20 U.S.C. §6081.
105 ILCS 5/10-20.5b, 5/10-20.14, 5/10-20.28, 5/10-20.36, 5/10-21.7, 5/10-21.10,
5/10-22.6, 5/10-27.1A, 5/10-27.1B, 5/24-24, 5/26-12, 5/27-23.7, and 5/31-3.
23 Ill.Admin.Code §1.280.

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

ADOPTED: ~~May 14, 2012~~

5/24/13

yes
AW

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

7:305

Students

Student Athlete Concussions and Head Injuries

The Superintendent or designee shall develop and implement a program to manage concussions and head injuries suffered by student athletes. The program shall:

1. Comply with the concussion protocols, policies, and by-laws of the Illinois High School Association, including its *Protocol for NFHS Concussion Playing Rules* and its *Return to Play Policy*. These specifically require that:
 - a. A student athlete who exhibits signs, symptoms, or behaviors consistent with a concussion in a practice or game shall be removed from participation or competition at that time.
 - b. 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.
 - c. 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 or a certified athletic trainer working in conjunction with a physician licensed to practice medicine in all its branches in Illinois.
2. Inform student athletes and their parents/guardians about this policy in the *Agreement to Participate* or other written instrument that a student athlete and his or her parent/guardian must sign before the student is allowed to participate in a practice or interscholastic competition.
3. Provide coaches and student athletes and their parents/guardians with educational materials from the Illinois High School Association regarding the nature and risk of concussions and head injuries, including the risks inherent in continuing to play after a concussion or head injury.
4. Include a requirement for staff members to notify the parent/guardian of a student who exhibits symptoms consistent with that of a concussion.

LEGAL REF.: 105 ILCS 5/10-20.53 ~~54~~

CROSS REF.: 4:170 (Safety), 7:300 (Extracurricular Athletics)

ADOPTED: ~~February 13, 2012~~

Comment [AKL1]: Legal Reference is updated.
Issue 81, March 2013

5/24/13

yes
AHW

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

8:20

Community Relations

Community Use of School Facilities

School facilities are available to community organizations during non-school hours when such use does not: (1) interfere with any school function or affect the safety of students or employees, or (2) affect the property or liability of the School District. The use of school facilities for school purposes has precedence over all other uses. ~~Persons on-~~The District reserves the right to cancel previously scheduled use of facilities by community organizations and other groups. The use of school premises must abide by the District's conduct rules at all times facilities requires the prior approval of the Superintendent or designee and is subject to applicable procedures.

Persons on school premises must abide by the District's conduct rules at all times.

Student groups, and school-related organizations, and ~~local governments government agencies, and non-profit organizations~~ are granted the use of school facilities at no cost. ~~costs during regularly staffed hours. Fees and costs shall apply during non-regularly staffed hours and to other organizations granted use of facilities shall pay fees and costs. The at any time. A fee schedule and other terms of use shall be prepared by the Superintendent shall develop procedures to manage community use of school facilities. Use of school facilities requires the Superintendent's approval and is and be subject to the procedures. annual approval by the Board.~~

LEGAL REF.: 20 U.S.C. §7905.
10 ILCS 5/19-2.2.
105 ILCS 5/10-20.40, 5/10-22.10, and 5/29-3.5.
Good News Club v. Milford Central School, 121 S.Ct. 2093 (2001).
Lamb's Chapel v. Center Moriches Union Free School District, 113 S.Ct. 2141 (1993).
Rosenberger v. Rector and Visitors of Univ. of Va., 515 U.S. 819 (1995).

CROSS REF.: 8:25 (Advertising and Distributing Materials in Schools Provided by Non-School Related Entities), 8:30 (Visitors to and Conduct on School Property)

ADOPTED: March 10, 2008

Comment [AKL1]:
UPDATE 1: A sentence is added to reserve the right for the district to cancel a previously scheduled use of school facilities and to require prior approval by the superintendent. A current sentence is moved.
Issue 81, March 2013

Comment [AKL2]:
OPTION 1: The board may add the following option:

Facilities and grounds will not be made available to individuals for personal or social reasons or to business enterprises for commercial gain.

OPTION 2: The board may also wish to add the following requirement:

All non-school sponsored groups, before using the facilities during non-regularly staffed hours, must provide a certificate of insurance naming the District as an *additional insured* or otherwise show proof of insurance.

Issue 81, March 2013

Comment [AKL3]:
UPDATE 2: The provision concerning the free use of facilities by certain groups is edited.
Issue 81, March 2013

yes
yes

5/24/13

yes
AWW

Keep current policy
update references only.

DRAFT UPDATE

Lincolnshire - Prairie View School District 103

8:25

Community Relations

Advertising and Distributing Materials in Schools and on School Grounds

In light of the special characteristics of the school environment and the maturity level of the students, the schools are intended to be closed to the distribution and posting of written materials or literature to students by non-students, except as follows and with the approval of the Superintendent or designee.

1. School-sponsored organizations may distribute or post written material related to their activities.
- 2A. School-related youth organizations whose membership is made up of at least 90% District 103 students may distribute or post written material related to their activities.
- 2B. School-related youth organizations whose membership is made up of less than 90% District 103 students are limited to one (1) flyer per month. Postings are unlimited, but will remain up for a maximum of two weeks. Fund raising activities for these groups are limited to posting only.
3. State and federal agencies and units of local governments may distribute or post written material whenever the administration determines that such distribution will promote the health, safety, and welfare of students or is directly related to the School District's curriculum or school activities.
4. Not for profit organizations may post written materials related to their activities in designated areas of the school buildings, but may not distribute materials or literature to students.

Profit making organizations are not allowed to distribute or post written materials.

Nothing in this policy shall prevent teachers and administrators from utilizing outside materials or speakers when they have determined that such materials or speakers will further the educational program of the students under their charge or to promote their health, safety, and welfare.

The solicitation of funds or the sale of goods or services in the schools is prohibited, except by school-sponsored or school-related organizations as part of a bona fide fundraising activity for the organization when expressly approved by the Superintendent or designee.

Materials distributed or posted in accordance with this policy shall be done in a reasonable manner and at reasonable times and locations as determined by the administration at each school. No distributed or posted materials shall be allowed if disruptive to the educational process, violative of the rights or privacy of others, or is defamatory, obscene, vulgar, or indecent. The Superintendent or designee will develop procedures to implement this policy.

Comment [NB1]: District's unique policy text is not updated with PRESS material. Please review this policy and see information in the PRESS Update Memo for 8:25 Advertising and Distributing Materials in Schools Provided by Non-School related Entities. Legal References are updated. Attach any other desired edits to the Response Form. Issue 81, March 2013

LEGAL REF.: Berger v. Rensselaer Central School Corp., 982 F.2d 1160 (7th Cir. 1993), *cert. denied*, 113 S.Ct. 2344 (1993).
DiLoreto v. Downey Unified School Dist., 196 F.3d 958 (9th Cir. 1999).
Hedges v. Wauconda Community Unit School Dist., No. 118, 9 F.3d 5 (7th Cir. 1993).
Lamb's Chapel v. Center Moriches Union Free School Dist., 113 S.Ct. 2141 (1993).
Sherman v. Community Consolidated School Dist. 21, 8 F.3d 1160 (7th Cir. 1993), *cert. denied*, 114 S.Ct. 2109 (1994).
Victory Through Jesus Sports Ministry v. Lee's Summit R-7 Sch. Dist., 640 F.3d 329 (8th Cir. 2011), *cert. denied*, 132 S.Ct. 592 (2011).

CROSS REF.: 7:310 (Restrictions on Publications and Written or Electronic Material), 7:325 (Student Fund-Raising Activities)

ADOPTED: July 10, 2006

Lincolnshire – Prairie View School District 103 Board of Education

Committee Chairpersons / Representatives 2013-2014

Curriculum	_____ (Primary)/ Sherri Thomas (alternate)
Board Policy Review Committee	Ben Yomtoob
T.A.B	_____ (Primary)/ Gary Gordon (alternate)
Mayor’s Council	Gary Gordon (primary)/ _____ (alternate)
S.E.D.O.L.	_____ (Primary)/ Sherri Thomas (alternate)
Village Planning/Zoning Commissions	Gary Gordon, Lincolnshire Sherri Thomas, Vernon Hills _____
District Technology Committee	_____
Learning Fund Foundation	Chris Curtis (Primary)/ _____ (alternate)
PTO	_____
Legislative Liaisons	Sherri Thomas (Primary)/ _____ (alternate)

Lincolnshire – Prairie View School District 103 Board of Education

Committee Chairpersons / Representatives 2012-2013

Curriculum	Gary Walrath (primary)/Sherri Thomas (alternate)
Board Policy Review Committee	Ben Yomtoob
T.A.B	Larry Rivkin (primary)/Gary Gordon (alternate)
Mayor’s Council	Gary Gordon (primary)/Larry Rivkin (alternate)
S.E.D.O.L.	David Panitch (primary)/Sherri Thomas (alternate)
Village Planning/Zoning Commissions	David Panitch, Buffalo Grove Gary Gordon, Lincolnshire Sherri Thomas, Vernon Hills
District Technology Committee	David Panitch
Learning Fund Foundation	Chris Curtis (primary)/Gary Walrath (alternate)
PTO	Larry Rivkin
ENCORE	Gary Walrath
Legislative Liaisons	Sherri Thomas (primary)/David Panitch (alternate)

Revised 06/05/12



Lincolnshire-Prairie View School District 103

1370 N. Riverwoods Road • Lincolnshire, IL 60069

847/295-4030 • FAX 847/295-9196

<http://www.d103.org>

MEMO

To: Board of Education
From: Dan Stanley, Mark Westhoff, and Dr. Scott Warren
Date: June 4, 2013
Re: Website Contract with Finalsight (Active Internet Technologies, LLC)

Included is the contract for the new district website with Finalsight (actual company name is Active Internet Technologies, LLC).

Finalsight will allow us to decentralize webpage authoring so that parties responsible for the content of a particular page will be able to easily update the page (instead of having to send the content to someone else to upload) in a much more timely manner. The result of this content management system (CMS) will be more dynamic webpages with more up-to-date information presented in a more user-friendly and intuitive way. Other benefits of this system include being able to prepare and push out newsletters and notifications to families, provide social media integration, and offer webpages in mobile-friendly formats. We will also be able to integrate our online calendars, provide search functionality, and offer language translations of webpages.

The process of selecting Finalsight involved researching several vendors and narrowing the field to three finalists. These finalists were chosen on the basis of meeting our main criteria: ability to distribute authorship; ability to provide teacher webpages; easy-to-use tools to modify webpages; social media integration; calendar integration; auto-delivery of publications; maintenance of a high-level, reliable hosting facility; and ability to develop an intranet. We reviewed multiple references and discussed with many people their districts' experiences regarding website/CMS vendors. Of the three finalists, two vendors could meet our criteria, and one company, Finalsight, proved to have the most positive feedback from multiple references.

This is an annual contract that will automatically renew for up to 5 years. If the district did not desire to continue the contract for another year, 90 days written notice of intent not to renew must be given.

The cost for fiscal year 2012 (this fiscal year) will be \$1,125 due to approving the agreement in June. The costs for fiscal years 2013-2018 will be \$13,500 per year.



Contract for:
Lincolnshire-Prairie View School District 103



finalsite representative:
Gary Behm
Educational Sales Consultant



Mark Westhoff
Lincolnshire-Prairie View School District 103

Dear Mark,

Thank you for your interest in finalsite's software and services. We are excited about the opportunity to work with you in supporting your school district's mission.

We believe we can offer you an integrated, comprehensive school content management tool that is highly tailored to **Lincolnshire-Prairie View School District 103's** requirements. Our intent is to develop a long-term partnership with **Lincolnshire-Prairie View School District 103** to ensure that your on-going communication needs are satisfied in a cost-effective manner. We believe that through this relationship **Lincolnshire-Prairie View School District 103** will achieve a higher level of effectiveness, efficiency, and quality that will fully justify the application costs.

One of the many advantages of working with finalsite is the structure of our organization. Finalsité is a product & service-driven company, and one of very few in which the company president and CEO oversees the technology infrastructure and allows his management team to run the company on a day-to-day basis. There are no large marketing or sales departments at finalsité; instead, our employees are cross-trained to provide solutions to customers on almost every level. Our customers deal directly with the finalsité support staff and engineering team for immediate answers to questions and resolutions for customization.

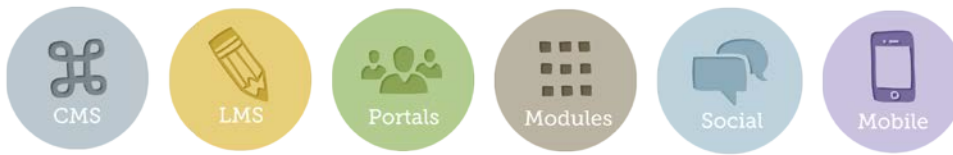
Feel free to contact me with any questions or comments regarding this proposal. We look forward to the possibility of partnering with you and hope to see this project move forward.

Sincerely,

Gary Behm
Educational Sales Consultant

Our Company Core Values:

- We will be focused upon developing powerful, flexible, and user-friendly website designs and software for schools.
- We will work hard to understand the current and arising technological needs of schools and the constituent groups they serve. This understanding will guide the development of our products and services.
- We will always regard our clients as the centerpiece of our business, and will work to build a relationship of mutual respect and trust with each one. It will be the highest priority of every finalsité professional to maintain it.
- We believe a process of honest self-evaluation and continual improvement is critical. Our successes will not become obstacles to our search for ways to improve.
- We will encourage cooperation and communication by maintaining a non-competitive, team-oriented work environment.
- We will maintain a workplace that fosters creativity and the free flow of ideas, empowering employees to be visionaries in the application of new technologies in education.
- We respect and value individual commitment to family and faith. Our business practices, policies, and the atmosphere of our workplace will reflect this.



WEB SERVICES AGREEMENT

The undersigned, Lincolnshire-Prairie View School District 103, having an address at 1370 N. Riverwoods Rd. Lincolnshire, IL 60069 ("Client") and ACTIVE INTERNET TECHNOLOGIES, LLC having an address at 809 Main Street, East Hartford CT 06108, ("AIT") (sometimes referred to together as the "Parties" or individually as a "Party") hereby agree to enter into a Web Services Agreement ("Agreement") whereby Client agrees to purchase and AIT agrees to provide certain services as follows:

Term of the Agreement

This Agreement will take effect on the signing date of Agreement, and remain in effect as noted in Exhibit A, and be automatically self-renewing for subsequent successive five (5) year terms unless either Party notifies the other in writing of its intent not to renew at least ninety (90) days prior to the expiration of the then-current term.

Compensation

The fees and scope of services for Website Hosting Services, Website Hosting License & Maintenance Services, Website Design Services, Training Services, and Support Services are described in Exhibit A which is made part of this Agreement.

AIT will invoice Client on an annual basis, payable in advance. Payment for the invoice covering the first year that this Agreement is in effect shall be due and payable within 30 days of the signing of the Agreement unless otherwise stated. Thereafter, AIT will invoice Client on each annual anniversary of the Agreement signing date. After thirty (30) days from the invoice date, all overdue unpaid, undisputed amounts shall carry interest at the rate of 1.0% per month, or the highest rate allowed by applicable law, whichever is less, until payment is received by AIT. All collections and Attorney fees must be paid for by the Client. All invoices shall be sent to Client to the attention of the Accounts Payable Department at the address set forth above.

Amendments

This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Parties.

Software and Service Terms

Upon signing of this Agreement, AIT agrees to grant Client non-exclusive and nontransferable license to use the software listed in Exhibit A. Client use of the software thereafter will be governed by the Software License Agreement contained in the software.

AIT shall work in accordance with the attached Terms of Services. In no event shall AIT be responsible for the content of any material stored, accessed, transmitted, or otherwise communicated by means of the service.

Modifications

The Parties anticipate that technological changes and improvements will occur during the term of this Agreement. AIT may amend the Software License Agreement at any time by (i) posting a revised Software License Agreement, and (ii) sending information regarding the amendment to the email address provided by Client to AIT. Client is responsible for regularly reviewing the Software License Agreement in the software to obtain timely notice of such amendments. The attached Terms of Service and Fees and Scope of Services may not be amended except as agreed in writing signed by both Parties.

Termination

Either party may terminate this Agreement for "cause" if the other Party breaches a material provision hereof, including bankruptcy, substantial deficiency in payment by Client, and a consistent failure to deliver on services noted in Terms of Service. The terminating Party must notify the other party in writing within 30 days of the cause with a reason to terminate. If the cause is remedied within ninety (90) days, the terminating party will not have the right to terminate. Upon termination and payment by Client of all its obligations under the full term of this Agreement AIT shall provide Client with a copy of all content supplied to AIT. AIT shall use its best efforts to supply the content within 10 business days for the cost of time and material.

Waiver

No failure to exercise and no delay in exercising on the part of either Party, or partial exercise, shall operate as a waiver of any right under this Agreement. A waiver on one occasion shall not operate as a waiver on other occasions.

Severability

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall not be affected by such holding, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

Relationship of Parties

Nothing contained in this Agreement or in the transactions contemplated in this Agreement shall create or be deemed to create any relationship of agency, joint venture or partnership between AIT and Client. AIT is authorized to make marketing representation of client's public website and content.

Binding Effect

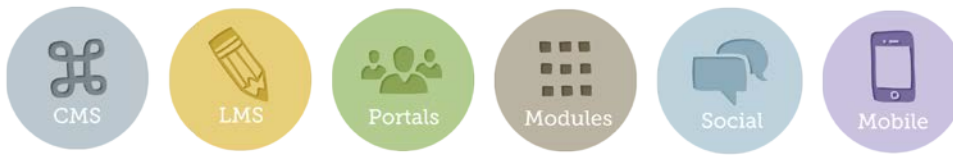
This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Force Majeure

Either party will be excused from delays in performing or from failing to perform its obligations under this Agreement (except for payment obligations which shall not be so excused) to the extent the delays or failures result from causes beyond the reasonable control of the party. However, to be excused from delay or failure to perform, the party must act diligently to remedy the cause of the delay or failure.

Entire Agreement

This Agreement, including all Exhibits, Schedules, Appendices, and Attachments, contains the entire agreement of the parties relating to the rights granted and obligations assumed in this Agreement. This Agreement represents the complete and final agreement of the Parties and supersedes and replaces all prior or contemporaneous oral or written agreements, understandings or commitments between the Parties.



Mutual Indemnification

AIT shall indemnify and hold Client and your Client's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim by that third party alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; or (ii) a claim by that third party, which if true, would constitute a violation by AIT of its representations; provided that Client (a) promptly gives written notice of the claim to AIT; (b) gives AIT sole control of the defense and settlement of the claim (provided that AIT may not settle or defend any claim unless it unconditionally releases Client of all liability); (c) provides to AIT all available information and assistance; and (d) has not compromised or settled such claim. AIT shall have no indemnification obligation, and Client shall indemnify AIT pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of Client's products, service, content, web service, hardware or business process(s).

Client shall indemnify and hold AIT, its licensor's and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim brought by a third party alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; or (ii) a claim, which if true, would constitute a violation by Client of Client's representations and warranties; provided in any such case that AIT (a) gives written notice of the claim promptly to Client; (b) gives Client sole control of the defense and settlement of the claim (provided that Client may not settle or defend any claim unless Client unconditionally release AIT of all liability and such settlement does not affect AIT's business or Service); (c) provides to Client all available information and assistance; and (d) has not compromised or settled such claim.

Venue and Applicable Law

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Connecticut, and the parties submit to the jurisdiction of and venue in the State of Connecticut in any legal proceeding necessary to interpret or enforce this Agreement or any part of this Agreement.

TERMS OF SERVICES

During the term of the Web Services Agreement, Active Internet Technologies, LLC (AIT) will provide the following Services to Client.

Web Hosting & Maintenance Services: OS and Application Software

All required server software will be obtained, licensed, and managed by AIT. AIT shall retain all rights to all such software.

System Hardware

All required hardware and network services including but not limited to third party software required to operate the Web Server will be obtained, licensed and managed by AIT.

Hard Drive Storage Space

Content (All software, material, information, communications, text, graphics, links, electronic art, animations, audio, video, photos and other data) shall reside on a minimum of (1) application server and (1) backup server. Deletion of data and programs may be requested by AIT from time to time.

IP Address

AIT will assign 1 Internet address to each customer. AIT may be required from time to time to change this address. Client agrees to cooperate with AIT to implement such change if it should be required.

Availability of Website

AIT will take commercially reasonable measures, in cooperation with Client, to cause at least 99.8% uptime on a monthly basis, accepting routine fixes or/and scheduled maintenance. AIT will schedule routine maintenance on Saturday early mornings unless OS or Application software needs instant maintenance. In the event the Website does not have at least 99.5% uptime in any month, AIT will extend 5 days of service to the customer at no additional charge upon the Clients request. The days will be allocated to the Client annually on the anniversary of this Agreement.

Log Data Log Data will be saved for a period of 180 days and then deleted.

Backups Process

AIT will back-up or force daily and weekly back-ups to Website Content on-site and off-site at secure suitable locations. In the case of lost or corrupted data by AIT, AIT will upload the latest available backup copy to the system at no cost to Client. If AIT is requested to restore content or data there will be a fee to the client.

Internet Connectivity Policy

AIT will maintain 2 redundant high-bandwidth connections to the Internet.

Security and Data Center

AIT servers will be housed in a physically secure environment with redundant alternate sources of power and air conditioning. Logistical access to the servers will be protected from unauthorized access. Modifications to Client Content will be controlled by password protected login(s) provided to client by AIT. It is the Client's responsibility to control access to these login(s).

Updates and Upgrades

During the term of the Web Services Agreement, AIT shall provide Client with Updates and Upgrades to the service. These changes may contain either or both a) enhancements to existing functions and/or b) corrections to defects which have been reported reasonably in advance of the version or release date, as such versions and releases dates are available.

Monitor and Remove Unacceptable Content/Sites

AIT has the right to Monitor and Remove Unacceptable material from the Sites. AIT has the right, but not the duty, to review and monitor all content submitted for or included on the Website, and in its sole discretion to remove any content that AIT reasonably finds objectionable, without prior notice to Client. Client is responsible for content. AIT has the right to monitor and remove unacceptable sites, postings, and/or communications of any kind. AIT will not ordinarily monitor the content of the site(s). AIT reserves the right to take any action with respect to the site that AIT deems necessary or



appropriate at AIT's sole discretion if AIT reasonably believes that Client's use of the site may create liability for AIT.

Support Services

Telephone Support must be used in accordance with the contracted support plan listed in Exhibit A. AIT will provide telephone support during AIT's normal business hours (8:00 a.m. through 8:00 p.m., Eastern Time), five (5) days per week (U.S. holidays excepted). International Support hours are 12:00 a.m. through 8:00 a.m. Eastern Time.

Online Support is accessible through the help section located in Client's software interface. The Client will have access to the support Knowledge Base, Support Request Form, and Feedback form. Website problems may include programming, data processing and logic errors. All online support requests should be submitted through the Online Support Request Form. AIT will use all reasonable efforts to ensure that the reported problems are resolved to reasonable working order to the reasonable satisfaction of Client. AIT will make reasonable efforts to keep the client informed as to the progress of its efforts in resolving any reported Website problems.

Training Services

AIT agrees to provide training for up to five (5) people who will operate and modify the Website. Such training shall be accomplished as noted in Exhibit A. Also you will have the opportunity to sign up for client webinars at no additional charge.

Website Deployment Services

Subject to the terms and conditions of this Agreement, AIT shall design, develop, implement, format and deliver the Website for Client in accordance with Exhibit A's setup specification. Client must follow and approve all steps in the deployment process: Deployment policy at finalsite. <http://www.finalsite.com/page.cfm?p=537>

API Terms

Clients may access their AIT account data via an API (Application Program Interface). Any use of the API, including use of the API through a third-party product that accesses AIT, is bound by the terms of this agreement plus the following specific terms:

1. You expressly understand and agree that AIT shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if AIT's has been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API.
2. Abuse or excessively frequent requests to AIT via the API may result in the temporary or permanent suspension of your account's access to the API. AIT, in its sole discretion, will determine abuse or excessive usage of the API. AIT will make a reasonable attempt via email to warn the account owner prior to suspension.
3. AIT reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice.

By signing below you agree and accept to all terms of this agreement:

Client

Signature _____

Title _____

Print Name _____

Date _____

Active Internet Technologies, LLC

Signature _____

Title _____

Print Name _____

Date _____



CONTACT INFORMATION

Client

Please fill out the following information, which will be used by our deployment & accounting teams.

Project Contact

Name _____
Title _____
Address _____
City, State, Zip _____
Country _____
Phone _____
Email _____

Billing Contact

Name _____
Title _____
Address _____
City, State, Zip _____
Country _____
Phone _____
Email _____

Active Internet Technologies, LLC (finalsite)

This information will be filled out by finalsite personnel after signing.

finalsite Project Manager

Name _____

finalsite Designer

Name _____

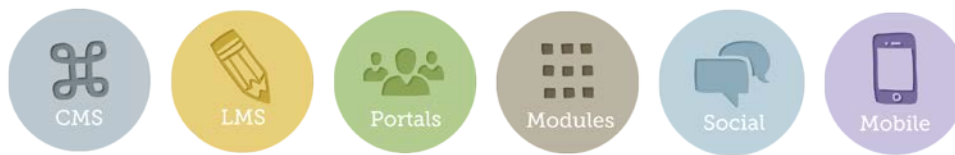


EXHIBIT A – FEES & SCOPE OF WEB SOFTWARE & SERVICES

Initial Setup: Design + Training + Development

(1) FrontPage Design = Homepage, (1) Lower Level Design, (2) Newsletter Templates, (1) Media Manager Banner, (1) Mobile Site Design Banner
 Client must Supply 12 High Resolutions Images

Total Setup Cost (USD) = \$25,000.00 – (\$25,000) DISCOUNT = FREE

Web Software

Content Manager Software: **finalsite CMS**

Modules:

- Purchased Modules: **Alerts Manager; Calendar Manager; eNotify; Faculty & Staff Directory; News Manager; Forms Manager; Password Key Protected Pages for Faculty & Staff, Athletics**

Web Software Subscriptions Costs:

All Upgrades, Updates included.

Total Cost/Year

- Period 1 – June 1, 2013 – June 30, 2013 = \$225**
- Period 2 – July 1, 2013 – June 30, 2014 = \$2,700**
- Period 3 – July 1, 2014 – June 30, 2015 = \$2,700**
- Period 4 – July 1, 2015 – June 30, 2016 = \$2,700**
- Period 5 – July 1, 2016 – June 30, 2017 = \$2,700**
- Period 6 – July 1, 2017 – June 30, 2018 = \$2,700**

Web Hosting Cost / Year

- Period 1 – June 1, 2013 – June 30, 2013 = \$900**
- Period 2 – July 1, 2013 – June 30, 2014 = \$10,800**
- Period 3 – July 1, 2014 – June 30, 2015 = \$10,800**
- Period 4 – July 1, 2015 – June 30, 2016 = \$10,800**
- Period 5 – July 1, 2016 – June 30, 2017 = \$10,800**
- Period 6 – July 1, 2017 – June 30, 2018 = \$10,800**

Data Center & Web Hosting:

Finalsite’s data center is another example of our commitment to security and support. Important and confidential information about students, faculty, and alumni will flow through and reside on your website, and hosting it ourselves allows us to take personal responsibility for its integrity and safety in a way that would not be possible if we outsourced hosting to a third-party.

Hosting Cost: Included

Included: **80000 MB** of Disk Space & **150 GIG** of Data Transfer/Month. Hosting Services Include: (Backup, Firewall Maintenance, and SSL Certificate)

Data Costs:

Uploaded by AIT: **4** Data Uploads/Year. Unlimited Web-Based Data Updates

Training Costs:

24/7 Online Self Service Training, Unlimited Online Client Training Webinars, Onsite Training can be purchased for an additional Charge, Up to 1 hour of Training/Module

Support Provisions

2-4 Administrators get Live Support, Unlimited Ticketing support for Administrators, Unlimited Online Access to the Knowledge for All Content Contributors, Unlimited Access to the Support Forum, Unlimited 1-800 for Administrator support.