

**BOARD OF EDUCATION MEETING
COMMUNITY HIGH SCHOOL DISTRICT 94
October 15, 2013 – 7:00 P.M.**

**ADMINISTRATION CONFERENCE ROOM – Entrance “H”
326 JOLIET STREET, WEST CHICAGO, IL 60185**

A G E N D A

OPENING ACTIVITIES

1. Call to Order
 2. Salute to the Flag
 3. Reading of Mission Statement
“Community High School strives to promote and provide growth experiences in Learning, Leadership and Living.”
 4. Roll Call
 5. Additions to the Agenda – (Voice Vote)
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RECOMMENDED MOTION: That the Board of Education approve the addition of the topics shown above to this agenda.

PUBLIC PARTICIPATION

REPORTS AND INFORMATION

1. Good News of the District (Att. §B - pp. 1 - 1)
2. Student Recognition Kathe Doremus
 - Josué Muñoz - Student of the Month
 - Linda Szremski – PeaceBuilder of the Month
3. Baker Tilly Audit Report Gordon Cole/John Rossi
4. IASB DuPage Slate of Officers Rich Nagel
(Att. §B - pp. 2 - 3)
5. Superintendent’s Report Doug Domeracki
 - Student Report
 - FOIA Request(s)(Att. §B - pp. 4 - 6)
6. Lacrosse Program Moses Cheng
7. Director of Business Services Report Gordon Cole
8. Director of Human Resources Report David Blatchley
9. Principal’s Report Moses Cheng
 - Student Attendance and Discipline (Att. §B - pp. 7 - 8)
 - Data Report (Att. §B - pp. 9 - 26)
10. Joint Conference Resolutions Rich Nagel
(Att. §B - pp. 27 - 59)

11. Committee Reports
 - a. Communication
 - b. Education
 - c. Facilities
 - d. Finance
 - e. Personnel
 - f. Policy
12. Future Dates
 - a. IASB DuPage Division Dinner Meeting – October 29, 2013 – 5:30 p.m.
- WA Johnson School Bensenville
 - b. Regularly Scheduled Board of Education Meeting – November 19, 2013
– 7:00 p.m.
 - c. 2013 Joint Annual Conference – November 22 – 24, 2013
 - d. Joint Board Meeting – January 27, 2013
13. Open Comments Board Members

CONSENT AGENDA (Roll Call)

Action items considered routine and/or which have been previously discussed by the Board will be enacted under one roll call motion unless removed for separate action upon Board request. They are enumerated under the heading “Recommended Action”.

1. Items Removed from Consent Agenda for Separate Action: _____
2. Consent Agenda Action for All Items Except those Listed in 1. Above.
RECOMMENDED MOTION: That the Board approve all items on the Consent Agenda which have not been specifically removed for separate action as shown on line 1. immediately above.

CONSENT AGENDA ITEMS - RECOMMENDED ACTION(S):

1. **Approval of Minutes — (Att. §C – pp. 1 - 5)**
Board of Education Meeting – September 17, 2013
Closed Session Minutes – At Table September 17, 2013
RECOMMENDED MOTION: That the Board of Education approve the minutes of the meeting of September 17, 2013 as listed above.
2. **Filing of Minutes - (Att. §C - pp. 6 - 12)**
Communications Committee Meeting September 17, 2013
Education Committee Meeting - September 19, 2013
Policy Committee Meeting - September 19, 2013
Facilities/Buildings & Grounds Meeting September 24, 2013
Finance Committee Meeting October 1, 2013
Personnel/Human Resources Committee Meeting October 1, 2013
Facilities/Buildings & Grounds Meeting October 8, 2013
RECOMMENDED MOTION: That the Board of Education approve for filing of the above minutes.

2. **Approval of Financials — (Att. §A – pp. 1 – 50)**
 - a. Approve Current Expenditures
RECOMMENDED MOTION: That the Board of Education approve the expenditures from September 12, 2013 to October 10, 2013.
 - b. Imprest Fund Statement
 - c. Treasurer's Report
 - d. Statement of Position
 - e. Financial Report
 - f. Statement of Revenue/Expenditures YTD Ending September 30, 2013
 - g. 3-Year Budget/Actual Report
 - h. Grant Reports
 - i. Cash Fund
 - j. Activity Account Fund Balance
 - k. Vendor Activity Report
 - l. Outstanding State Revenue Payments
 - m. Quarterly Financial Report (Oct, Jan, Apr, July ONLY)
3. **Supplemental Educational Services Contracts – (Roll Call)**

The attached contracts allow ISBE-approved vendors to provide Supplemental Educational Services to District 94 students. These services are offered in accordance with NCLB regulations and are funded via Title I dollars. The recommended agreement was reviewed with the Board at the November 17, 2009 meeting prior to a formal recommendation to contract with a specific vendor. The agreement has been utilized during the 2009/10, 2010/11, 2011/12 and 2012/13 school years.

RECOMMENDED MOTION: That the Board of Education approve the Supplemental Educational Services agreements for the 2013/14 school year with **1:1 Online Tutoring Services; 5 Star Tutors; 24/7 Online Education; Achieve Highpoints; GradeCracker, LLC and Tutor Owl**, a copy of each to be made a part hereof (Att. §B - pp. 60 – 131).

ACTION ITEMS:

1. **Personnel Reports – (Roll Call)**

RECOMMENDED MOTION: That the Board of Education approve the Personnel and Supplemental Contract reports as presented in the packet (Att. §D - pp. 1 - 2) and at table.
2. **New/Modified Courses for School Year 2014-2015 – (Roll Call)**

The Curriculum Committee is recommending the addition of five courses for school year 2014-2015. The new courses are Foods and Nutrition 3, Essentials of Physics, Essentials of Chemistry, Advanced Dance and Beginning Weight Training. The committee is also recommending modifying and changing the name of the Honors Physics course to AP Physics I and modifying and changing the name of AP Physics B to AP Physics 2. Administration supports the addition of the five new courses, modifying and changing the name of Honors Physics and AP Physics B.

RECOMMENDED MOTION: That the Board of Education approve the addition of 5 courses for school year 2014-2015 as shown on (Att. §B - pp. 132 – 159).

3. **Wight & Company Phase 1 Proposed Contract – (Roll Call)**

The attached contract (Att. §B - pp. 160 - 163) outlines the services Wight and Company will provide to complete the Phase 1 design services for the updating of our Family and Consumer Science Department. The proposal includes the design work included for the foods lab, preschool program, classroom space and storage areas. The recommended agreement was reviewed by the Facilities Committee and the Finance Committee of the Board of Education. The total cost of the recommended Phase 1 proposal is a fixed cost not to exceed \$44,000.

RECOMMENDED MOTION: That the Board of Education approve the Phase 1 program verification and concept development proposal from Wight and Company for a cost not to exceed \$44,000.

RECOMMENDED MOTION TO

MOVE TO CLOSED SESSION: That the Board of Education hold a Closed Session at [Time] for the purpose(s) of [1-15 below].

1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees.
2. Collective negotiating matters.
3. The selection of a person to fill a public office.
4. Evidence or testimony presented in open hearing, or in closed hearing, where specifically authorized by law, to a quasi-adjudicative body.
5. The purchase or lease of real property.
6. The setting of a price for sale or lease of property.
7. The sale or purchase of securities, investments, or investment contracts.
8. Emergency security procedures.
9. Student discipline.
10. The placement of individual students in special education programs.
11. Litigation has been filed and is pending before a court or administrative tribunal.
12. Establishment of reserves or settlement of claims as provided by local government and governmental employees Tort Immunity Act.
13. Self-evaluation.
14. Discussion of minutes of meetings lawfully closed under Open Meetings Act (P.A. 88-621, effective 1-1-95).
15. Considering meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America.

BEGIN CLOSED SESSION TAPING

**RECOMMENDED MOTION TO
MOVE TO OPEN SESSION:** That the Board of Education return to
Open Session at [Time] to possibly vote on closed session items.

END CLOSED SESSION TAPING

ADJOURNMENT

RECOMMENDED MOTION: That the Board of Education
meeting be adjourned at [Time].

**COMMUNITY HIGH SCHOOL
DISTRICT 94**

**October 15, 2013
7:00 p.m.
Board of Education Meeting**

**SECTION A -
Financial Reports**

1. Bill Listing (including Summary)
2. Imprest Fund
3. Treasurer's Report
4. Statement of Position
5. Financial Report
6. Statement of Revenue/Expenditures
7. 3-Year Budget/Actual Report
8. Grant Reports
9. Cash Fund
10. Activity Account Fund Balance
11. Quarterly Financial Report (Oct., Jan., Apr., July ONLY)

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1618765	1:1 ONLINE TUTORING S	10/15/2013	MARCH 2013 TUTORING; 1 STUDENT	431.10	775.98
			MARCH 2013 TUTORING; 1 STUDENT	344.88	
1618766	A To Z Office Furnitu	10/15/2013	BOOKCASES	40.00	40.00
1618767	A-1 DOORS FRAMES & HA	10/15/2013	DOOR SUPPLY	116.10	116.10
1618768	AK ATHLETICS	10/15/2013	5'X10' FOLDING PANEL MAT; OT STUDENTS	279.00	279.00
1618769	Alexian Brothers Beha	10/15/2013	8/21/13-8/26/13 TUITION; 1 STUDENT	160.00	280.00
			8/27/13-8/30/13 TUITION; 1 STUDENT	120.00	
1618770	All Star Publishing &	10/15/2013	GOLF AWARDS TEAM PLAQUE AND MEDALS; GOLF GIRLS TENNIS AWARDS GIRLS TENNIS AWARDS	13.75 71.00 126.50 126.50	337.75
1618771	Amalgamated Bank Of C	10/15/2013	BONDS INTEREST AND PRINCIPAL DUE	2,524,250.00	2,524,250.00
1618772	Vendor Continued Void	10/15/2013			0.00
1618773	Amazon.Com	10/15/2013	APC RBC17 REPLACEMENT BATTERY FIVE BOOKS AS PER ATTACHED; LRC POWER SUPPLY,	39.89 144.60 199.99	2,037.10

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			LAPTOP BATTERIES AND TONER; TECHNOLOGY POWER SUPPLY, LAPTOP BATTERIES AND TONER; TECHNOLOGY	126.50	
			MISC SMALL EQUIPMENT ORDER; TECHNOLOGY	99.06	
			VIDEO GRAPHICS CARD; MIS	61.54	
			MISC TECHNOLOGY EQUIPMENT POWER SUPPLY, LAPTOP BATTERIES AND TONER; TECHNOLOGY	729.54	
			MISC SMALL EQUIPMENT ORDER; TECHNOLOGY	165.84	
			MISC SMALL EQUIPMENT ORDER; TECHNOLOGY	150.00	
			MISC SMALL EQUIPMENT ORDER; TECHNOLOGY	136.40	
			FLASH DRIVES; HDMI CABLE AND LOPPE FASTENERS; TECHNOLOGY	183.74	
1618774	AMEREN ENERGY MARKETI	10/15/2013	8/19/13-9/17/13 ELECTRICITY	43,862.40	43,862.40
1618775	American Time & Signa	10/15/2013	DIGITAL CLOCK SUPPLIES	361.99	687.38
			DIGITAL CLOCKS	325.39	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1618776	ANDERSON, JIM	10/15/2013	BOLTS, CONNECTORS AND BULBS REIMBURSEMENT	49.36	49.36
1618777	Anderson's Bookfair C	10/15/2013	YA LITERATURE CONFERENCE TICKET	99.00	99.00
1618778	ANDERSON PEST SOLUTIO	10/15/2013	OCTOBER 2013 PREVENTIVE SERVICE	77.25	77.25
1618779	Apple Inc	10/15/2013	ITUNES GIFT CARDS (FOR IPAD CART-ROOM 140); TECHNOLOGY	50.00	50.00
1618780	Aqua Pure Enterprises	10/15/2013	POOL SUPPLIES	1,139.75	1,139.75
1618781	Aronoff/reimbursement	10/15/2013	7/13-9/13 RETIREE HLTH REIMBURSEMENT	323.13	323.13
1618782	ART-FLO	10/15/2013	PE T-SHIRTS	636.75	636.75
1618783	Ascd Membership Proce	10/15/2013	SELECT MEMBERSHIP; ID #1093115	89.00	89.00
1618784	At&t	10/15/2013	9/16/13-10/15/13 PHONE SVC 9/28/13-10/27/13 DUCOMM SVC 9/16/13-10/15/13 INTERNET SVC	2,395.87 183.44 1,219.13	3,798.44
1618785	At&t Long Distance	10/15/2013	AUGUST 2013 LONG DISTANCE	144.64	144.64
1618786	Ati Physical Therapy	10/15/2013	SPORTS MED/ATHLETIC TRAINING SERVICES	13,333.33	13,333.33
1618787	B&H EDUCATIONAL SALES	10/15/2013	INSTRUCTIONAL SUPPLY;	42.10	42.10

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1618788	Baker & Taylor	10/15/2013	PHOTOGRAPHY 23 BOOKS AS PER ATTACHED; LRC 29 BOOKS; AS PER ATTACHED; LRC SUCCESS AND STUDENT ACHIEVEMENT PSYCHOLOGY BOOKS; LRC	173.52 298.00 31.17	502.69
1618789	Baker Tilly Virchow K	10/15/2013	2013 AUDIT PROGRESS BILLING	2,400.00	2,400.00
1618790	Behavioral Health Ser	10/15/2013	8/29/13-9/27/13 TUTORING; 1 STUDENT	892.50	892.50
1618791	Bixby, Susan	10/15/2013	SIGN LANGUAGE INTERPRETER FOR STUDENT; 9/23/13	337.50	337.50
1618792	Blatchley, David	10/15/2013	CONFERENCE REGISTRATIONS REIMBURSEMENT	200.00	200.00
1618793	Blume, Nancy A	10/15/2013	SUPPLIES; BUSINESS ED 2013 CABEA CONFERENCE; GRANT	17.46 15.00	32.46
1618794	BMI SUPPLY	10/15/2013	TAPE FOR "LEND ME A TENOR"	42.11	42.11
1618795	Bodwell/reimbursement	10/15/2013	ISLMA FALL CONFERENCE REGISTRATION FEE REIMBURSEMENT	150.00	150.00
1618796	Boothe, Lynn	10/15/2013	DYMO LABEL MANAGER 280 LABEL	29.99	29.99

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1618797	Bridges/reimbursement	10/15/2013	MAKER PARENT NIGHT FOOD	109.09	133.38
			CARDSTOCK PAPER	24.29	
1618798	Brightstar	10/15/2013	9/3/13-9/6/13 RN SVCS; 2 STUDENTS	2,626.25	19,456.25
			9/3/13-9/6/13	1,430.00	
			TEMP STAFF NURSE		
			9/9/13-9/13/13 RN	3,410.00	
			SVCS; GRANT		
			9/9/13-9/13/13	1,787.50	
			TEMP STAFF NURSE		
			9/16/13-9/20/13	1,856.25	
			RN SVCS; GRANT; 1		
			STUDENT		
			9/16/13-9/20/13	2,172.50	
			RN SVCS; 1		
			STUDENT; GRANT		
			9/16/13-9/20/13	1,677.50	
			TEMP STAFF NURSE		
			9/23/13-9/27/13	3,423.75	
			RN SVCS; 2		
			STUDENTS		
			9/11/13-9/13/13	1,072.50	
			TEMP STAFF NURSE		
1618799	BROADWAY COSTUMES, IN	10/15/2013	COSTUMES; DRAMA	439.50	486.00
			COSTUMES; DRAMA	46.50	
1618800	BSN SPORTS	10/15/2013	GIRLS XCOUNTRY	1,635.60	5,238.07
			WARM-UPS		
			VOLLEYBALLS;	1,142.97	
			GIRLS TEAM;		
			ATHLETICS		
			GIRLS XCOUNTRY	2,459.50	
			UNIFORMS		

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1618801	Cain/reimbursement, M	10/15/2013	8/26/13 & 9/4/13 GOLF MATCH RANGE BALLS; ATHLETICS	72.00	72.00
1618802	CalumetPhoto.com, llc	10/15/2013	INSTRUCTIONAL SUPPLY; PHOTOGRAPHY	546.00	546.00
1618803	Camelot Therapeutic S	10/15/2013	SEPTEMBER 2013 TUITION; 1 STUDENT SEPTEMBER 2013 TUITION; 1 STUDENT	3,290.20 3,290.20	6,580.40
1618804	CAPSTONE	10/15/2013	INTERACTIVE E-BOOK PURCHASE; LRC	147.96	147.96
1618805	Career Cruising	10/15/2013	SITE LICENSE 2013/2014 AND DATA MANAGEMENT; COUNSELING	795.00	795.00
1618806	Carl Sandburg High Sc	10/15/2013	CHEER INVITE; 12/8/13	125.00	125.00
1618807	Carquest Auto Parts	10/15/2013	BATTERY	45.85	45.85
1618808	Castle-PrinTech Inc	10/15/2013	WILDCAT CHRONICLE; 9/26/13	755.00	755.00
1618809	CENERGISTIC	10/15/2013	NOVEMBER 2013 ENERGY CONTRACT FEE	8,900.00	8,900.00
1618810	CERTIFIED BALANCE & S	10/15/2013	WRESTLING SCALE CLEANING/CALIBRATI ON	227.50	227.50
1618811	Chavez, Tiffany	10/15/2013	READ 180 PROGRAM TEACHERS EDITION	37.96	134.90

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			ITUNES CARDS AND PROFESSIONAL DEVELOPMENT SUPPLIES	96.94	
1618812	CHICAGO SUBURBAN EXPR	10/15/2013	PALLET DELIVERY	45.54	45.54
1618813	CHICAGO OFFICE TECHNO	10/15/2013	STAPLE CARTRIDGES FOR DUPLICATING	926.91	926.91
1618814	Clare Woods Academy	10/15/2013	OCTOBER 2013 TUITION; 6 STUDENTS	27,742.44	52,962.84
			SEPTEMBER 2013 TUITION; 6 STUDENTS	25,220.40	
1618815	Classic Hardware Co	10/15/2013	BLANK KEYS	326.50	326.50
1618816	Comed	10/15/2013	8/16/13-9/13/13 ELECTRICITY; KERR-MCGEE	9.75	9.75
1618817	Communication Revolvi	10/15/2013	AUGUST 2013 INTERNET SVCS	232.49	232.49
1618818	Conserv Fs	10/15/2013	ATHLETIC WHITE	907.00	907.00
1618819	Constellation Newener	10/15/2013	SEPTEMBER 2013 NATURAL GAS	9,259.52	9,259.52
1618820	CPC Inc	10/15/2013	AUGUST 2013 FACILITY TREE SW SEPTEMBER 2013 FACILITY TREE SW TECHNICAL SERVICES; ASSET PLANNING	150.00 150.00 150.00	600.00
			OCTOBER 2013 FACILITY TREE SW	150.00	
1618821	Dell Marketing Lp	10/15/2013	COMPUTER SYSTEMS, SOFTWARE AND	4,321.80	29,274.35

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			ACCESSORIES; TECHNOLOGY COMPUTER SYSTEMS, SOFTWARE AND ACCESSORIES; TECHNOLOGY EMC SAN MAINTENANCE; TECHNOLOGY	24,096.19 856.36	
1618822	Doron Precision Syste	10/15/2013	SIMULATOR MAINTENANCE CONTRACT	3,424.00	3,424.00
1618823	Dreisilker Electric M	10/15/2013	HEAT PUMPS SUPPLY	538.81	538.81
1618824	Durbin, Donna	10/15/2013	2013 CABEA CONFERENCE REGISTRATION REIMBURSEMENT	15.00	15.00
1618825	Earth Care Inc	10/15/2013	FERTILIZER AND WEED APPLICATION	235.00	235.00
1618826	Eckl, Gail	10/15/2013	SEPTEMBER 2013 CONSULTING	660.00	660.00
1618827	Ellman's Music Center	10/15/2013	YAMAHA TENOR SAX REPAIR	65.00	65.00
1618828	Emc Publishing	10/15/2013	EXPOSITORY COMPOSITION E-BOOKS; ENGLISH	1,461.08	1,461.08
1618829	ENABLING DEVICES	10/15/2013	IPAD WIRELESS SWITCH; GRANT	177.95	177.95
1618830	European Sports	10/15/2013	SOCCER BALLS; MESH BAGS; ATHLETICS	605.50	605.50
1618831	Exner/reimbursement,	10/15/2013	CREATIVE WOODBURNER PENS;	174.81	246.97

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			REIMBURSEMENT		
			INSTRUCTIONAL	72.16	
			SUPPLY; PLYWOOD;		
			ART		
1618832	Follett Educational S	10/15/2013	CONSUMER	664.51	664.51
			EDUCATION AND		
			ECONOMICS		
			TEXTBOOKS;		
			BUSINESS ED		
1618833	Ford Credit	10/15/2013	NOVEMBER 2013	244.94	244.94
			DRIVERS ED CAR		
			RENTAL; ACCT		
			#48884307		
1618834	Full Compass Systems	10/15/2013	MISC SMALL	3,613.97	3,738.37
			EQUIPMENT AND		
			SUPPLIES;		
			TECHNOLOGY		
			MISC SMALL	62.20	
			EQUIPMENT AND		
			SUPPLIES;		
			TECHNOLOGY		
			MISC SMALL	62.20	
			EQUIPMENT AND		
			SUPPLIES;		
			TECHNOLOGY		
1618835	Geneva High School	10/15/2013	2013-2014 UPSTATE	3,400.00	3,400.00
			EIGHT CONFERENCE		
			FEES		
1618836	Glenoaks Hospital The	10/15/2013	SEPTEMBER 2013	6,264.40	20,994.00
			TUITION; NORTH		
			CAMPUS; 2		
			STUDENTS		
			SEPTEMBER 2013	14,729.60	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1618837	GOLDSTAR LEARNING	10/15/2013	TUITION; WEST CAMPUS; 4 STUDENTS SOFTWARE SUBSCRIPTIONS LICENSE FEES	9,934.65	9,934.65
1618838	GRATE SIGNS INC	10/15/2013	MARQUEE REPAIR DOWNPAYMENT	20,000.00	20,000.00
1618839	GROLIER ONLINE	10/15/2013	ENCYCLOPEDIA ONLINE DATABASES; LRC	629.00	629.00
1618840	GROUND EFFECTS MAINTENANCE	10/15/2013	SNOW REMOVAL CHARGES; PYMT 1 OF 4	3,680.00	3,680.00
1618841	HAGGERTY FORD	10/15/2013	SUMMER SCHOOL DRIVERS ED CAR RENTALS	3,600.00	3,600.00
1618842	Harris Bank	10/15/2013	AED BATTERIES	495.00	495.00
1618843	Highland, John	10/15/2013	JULY 2013-SEPT 2013 RETIREE HLTH REIMBURSEMENT	646.25	646.25
1618844	Hm Receivables Co Llc	10/15/2013	STUDENT TEXTBOOKS; ADULT ED SPANISH EDITION TEXTBOOKS; GRANT	315.75 3,703.09	4,018.84
1618845	Hm Receivables Co Llc	10/15/2013	NUEVAS VISTAS WORKBOOKS; WORLD LANGUAGES	214.80	214.80
1618846	Hogan Walker Llc	10/15/2013	V-BELT TRACTOR REPAIR SUPPLY SPRING	144.36 27.95 13.07	185.38

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1618847	Honeywell Internation	10/15/2013	VAV SUPPLY	1,149.38	1,149.38
1618848	Horton, Pat	10/15/2013	10/12-7/13 RETIREE HLTH REIMBURSEMENT	870.03	870.03
1618849	Hoving Pit Stop	10/15/2013	8/16/13-9/5/13 PORT-O-LETS	214.52	214.52
1618850	HUNTLEY HIGH SCHOOL D	10/15/2013	CHEER INVITE REGISTRATION; 1/26/14	200.00	200.00
1618851	IIT CHICAGO-KENT COLL	10/15/2013	IL PUBLIC SECTOR LABOR RELATIONS CONFERENCE; 1 STAFF	235.00	235.00
1618852	ILLINOIS CENTRAL SCHO	10/15/2013	AUGUST 2013 SOCCER AUGUST 2013 GIRLS VOLLEYBALL AUGUST 2013 TENNIS AUGUST 2013 BOYS GOLF AUGUST 2013 GIRLS XCOUNTRY AUGUST 2013 BUSSING	1,706.49 380.58 404.03 712.15 723.67 14,421.82	18,348.74
1618853	IMBERT SERVICE CORP	10/15/2013	COOLING TOWER FAN ASSEMBLY REPLACEMENT	15,373.00	15,373.00
1618854	Industrial Appraisal	10/15/2013	FIXED ASSET REPORT; 7/12-6/13	340.00	340.00
1618855	INK-STATION	10/15/2013	TONER CARTRIDGE ORDER	4,872.00	4,872.00
1618856	Interact Business Pro	10/15/2013	PHOTOCOPIER	124.18	124.18

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1618857	IPMG Employee Benefi	10/15/2013	BILLING 7/13-9/13; BRIDGES/ESCOBEDO OCTOBER 2013 FLEXIBLE SPENDING ACCOUNT	350.00	350.00
1618858	Jensen, Chris	10/15/2013	PROPS AND SET SUPPLIES	59.68	59.68
1618859	Junior Library Guild	10/15/2013	SUBSCRIPTION 9/1/13-8/1/14; LRC	1,611.00	1,611.00
1618860	Jw Pepper/pepper Of C	10/15/2013	INSTRUCTIONAL SUPPLY/MUSIC INSTRUCTIONAL SUPPLY; MUSIC	229.99 391.49	621.48
1618861	LABYRINTH LEARNING	10/15/2013	ESL WORKBOOKS; GRANT	361.90	361.90
1618862	Larson Company Inc	10/15/2013	X-BRACE CHAIRS; NAVY BLUE	7,262.40	7,262.40
1618863	Lemberg-Finn, Terry	10/15/2013	7/13-9/13 RETIREE HLTH REIMBURSEMENT	646.26	646.26
1618864	Lincoln-Way Central H	10/15/2013	KNIGHTS CHEER INVITE 1/18/14	175.00	175.00
1618865	Little Friends Inc	10/15/2013	OCTOBER 2013 TUITION	3,498.12	3,498.12
1618866	Lynch, Abby	10/15/2013	CORDLESS PHONE AND IPOD TOUCH CASE	28.98	28.98
1618867	Mark's Plumbing Parts	10/15/2013	WATER FILTER PLUMBING SUPPLIES	226.85 21.15	248.00
1618868	MARTINO, PETE	10/15/2013	TITLE I CONFERENCE	177.51	177.51

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1618869	MASTER HAND VIOLIN SH	10/15/2013	LODGING; SPRINGFIELD, IL BASS BRIDGE ADJUSTMENT REPAIR	30.00	200.00
			CELLO ENDPIN REPAIRS	170.00	
1618870	Mawi Inc	10/15/2013	"WIN THE INNER BATTLE"; GRANT MENTAL KARATE PACKAGE; 1 TEACHER AND 70 STUDENT PACKETS; BILINGUAL	1,100.00 1,000.00	2,100.00
1618871	The McGraw-Hill Compa	10/15/2013	AAA THE COMMON CORE: CLARIFYING EXPECTATIONS FOR TEACHERS AND STUDENTS; ENGLISH LANGUAGE ARTS	638.10	638.10
1618872	McMaster Carr Supply	10/15/2013	STEEL SHELF CABINETS TABLES	430.42 200.03	630.45
1618873	Menards	10/15/2013	FALL PLAY SUPPLIES (LUMBER, PAINT, ETC) FALL PLAY SUPPLIES (LUMBER, PAINT, ETC) MISC BUILDING REPAIR SUPPLIES FALL PLAY SUPPLIES (LUMBER, PAINT, ETC)	37.49 10.84 271.31 14.45	691.97

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			MISC BUILDING	38.03	
			REPAIR SUPPLY		
			MISC BUILDING	33.88	
			REPAIR SUPPLIES		
			MISC BUILDING	13.98	
			REPAIR SUPPLIES		
			MISC BUILDING	264.00	
			REPAIR SUPPLIES		
			MISC BUILDING	7.99	
			REPAIR SUPPLY		
1618874	Metro Professional Pr	10/15/2013	BLEACH	99.35	99.35
1618875	Vendor Continued Void	10/15/2013			0.00
1618876	Murphy Ace Hardware 2	10/15/2013	MISC BUILDING	26.11	625.58
			REPAIR SUPPLIES		
			CABLE TIES	74.44	
			BLUE TOTE	15.98	
			KEYS	9.26	
			MISC BUILDING	10.93	
			REPAIR SUPPLIES		
			MISC BUILDING	13.42	
			REPAIR SUPPLIES		
			MISC BUILDING	27.33	
			REPAIR SUPPLIES		
			MISC BUILDING	19.51	
			REPAIR SUPPLIES		
			MISC BUILDING	9.29	
			REPAIR SUPPLIES		
			MISC BUILDING	-12.08	
			REPAIR SUPPLY		
			RETURN		
			NUTS, BOLTS,	4.47	
			SCREWS		
			VANDALISM REPAIR	27.81	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			SUPPLIES		
			FURNISHINGS	50.46	
			HARDWARE SUPPLY		
			MISC BUILDING	22.07	
			REPAIR SUPPLIES		
			VAN/TRACTOR	20.72	
			REPAIR SUPPLY		
			20 LB CYLINDER	15.82	
			REFILL		
			BOLT CUTTERS	30.71	
			MISC BUILDING	220.24	
			REPAIR SUPPLIES		
			MISC BUILDING	39.09	
			REPAIR SUPPLY		
1618877	New Reader's Press	10/15/2013	CIVICS AND	236.52	236.52
			LITERACY STUDENT		
1618878	NEXUS-ONARGA ACADEMY	10/15/2013	BOOKS; GRANT		4,459.66
			SUMMER/AUGUST	287.72	
			2013		
			AUGUST 2013	1,294.74	
			TUITION; 1		
			STUDENT		
			SEPTEMBER 2013	2,877.20	
			TUTORING; 1		
			STUDENT		
1618879	Nicor Gas Bill Paymen	10/15/2013	GARAGE GAS	23.39	1,709.45
			8/17/13-9/18/13		
			SEPTEMBER 2013	1,686.06	
			TRANSPORTATION		
1618880	Northern Illinois Bac	10/15/2013	BACKFLOW DEVICE	845.00	845.00
			TESTING AND		
			REPAIR		
1618881	Northwest Community H	10/15/2013	HEARTSAVER	200.00	200.00

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1618882	Nystrom	10/15/2013	CPR/AED CARDS 9AW WORLD ATLAS; SOC STUDIES	165.00	165.00
1618883	Office Depot	10/15/2013	MISC OFFICE SUPPLIES; BUSINESS OFFICE MISC OFFICE SUPPLIES; BUSINESS OFFICE	109.41 -19.91	89.50
1618884	Vendor Continued Void	10/15/2013			0.00
1618885	Office Depot	10/15/2013	COLORED PAPER; GRANT ECO-GREEN CUSTOM X-STAMPER; TECHNOLOGY MISC OFFICE SUPPLIES; DEV LRNG MISC OFFICE SUPPLIES; DEV LRNG OD CLASP ENVELOPES; POST-IT NOTES AND GEL PENS MISC OFFICE SUPPLIES; DEV LRNG MISC OFFICE SUPPLIES; PE MISC OFFICE SUPPLIES; PE WIRELESS LASER	150.10 18.94 133.75 7.77 95.21 485.87 465.22 14.80 60.76	2,268.44

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			PRESENTER AND SHARPIES		
			MISC OFFICE SUPPLIES; DEV LRGN	18.24	
			MISC OFFICE SUPPLY ORDER; SUPERINTENDENT AND GRANT	17.99	
			MISC OFFICE SUPPLY ORDER; SUPERINTENDENT AND GRANT	71.48	
			MISC OFFICE/CLASSROOM SUPPLIES ORDER; SCHOOL NEWSPAPER VAL-U LINE 2-SLOT	387.11	
			16 DEPT CASH DRAWER	110.83	
			MISC CLASSROOM/OFFICE SUPPLIES; SCIENCE SCOTCH THERMAL LAMINATING	70.47	
1618886	Otis Elevator Co	10/15/2013	POUCHES; DEV LRNG ELEVATOR TESTING	800.00	800.00
1618887	Paddock Publications	10/15/2013	GED AD TO RUN SEVEN DAYS BEGINNING 9/3/13; GRANT	86.65	606.55
			GED AD TO RUN SEVEN DAYS	86.65	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			BEGINNING 9/3/13; GRANT GED AD TO RUN SEVEN DAYS	86.65	
			BEGINNING 9/3/13; GRANT GED AD TO RUN SEVEN DAYS	86.65	
			BEGINNING 9/3/13; GRANT GED AD TO RUN SEVEN DAYS	86.65	
			BEGINNING 9/3/13; GRANT GED AD TO RUN SEVEN DAYS	86.65	
			BEGINNING 9/3/13; GRANT GED AD TO RUN SEVEN DAYS	86.65	
1618888	PAHCS II/CADENCE OCCU	10/15/2013	JULY 2013-AUGUST 2013 BOARD REQUIRED PHYSICALS	1,647.80	1,647.80
1618889	PARKLAND PREPARATORY	10/15/2013	SEPTEMBER 2013 TUITION; 3 STUDENTS	14,002.80	14,002.80
1618890	Pearson Education/Cli	10/15/2013	PSYCHOLOGICAL TESTING SERVICES; GRANT	32.75	32.75
1618891	Pentegra Systems	10/15/2013	NEW LINES	106.53	2,613.48

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			WIRELESS ACCESS	1,157.95	
			POINTS AND POWER		
			SUPPLY		
			BARRACUDA MAIL	1,349.00	
			ARCHIVER 350;		
			10/23/13-10/22/14		
1618892	Phi Delta Kappa	10/15/2013	KAPPAN	95.00	95.00
			SUBSCRIPTION		
			#534979		
1618893	PIONEER MANUFACTURING	10/15/2013	GOAL POST	49.00	49.00
			STREAMERS		
1618894	Press Republican News	10/15/2013	GED AD TO RUN ON	199.01	199.01
			9/5/13; GRANT		
1618895	Proquest LLC	10/15/2013	ONLINE DATABASE	5,805.00	5,805.00
			RENEWALS; LRC		
1618896	Purchase Advantage Ca	10/15/2013	SEPTEMBER 2013	185.22	185.22
			INSTRUCTIONAL		
			SUPPLY		
1618897	Purchase Advantage Ca	10/15/2013	SEPTEMBER 2013	178.73	178.73
			INSTRUCTIONAL		
			SUPPLY		
1618898	Quest Management Serv	10/15/2013	AUGUST 2013 MILK	422.45	2,789.00
			BREAKFAST	63.00	
			MEETING; LOCAL		
			CLERGY		
			BREAKFAST	35.00	
			MEETING; LOCAL		
			REALTORS		
			PARENT OPEN HOUSE	400.00	
			STAFF	575.00	
			APPRECIATION		
			SEPTEMBER 2013	1,293.55	
			MILK		

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
1618899	Quill & Scroll/journa	10/15/2013	MOUNTED CERTIFICATE FOR INTERNATIONAL FIRST PLACE AWARD	32.00	32.00
1618900	R & M Specialties	10/15/2013	POLO SHIRT ORDER; STUDENT ACTIVITIES BOOKSTORE	848.50	848.50
1618901	Revtrak Inc	10/15/2013	SEPTEMBER 2013 MERCHANT FEES	172.21	172.21
1618902	Rockford Enterprises	10/15/2013	SCHOOL STORE SUPPLIES; PHOTOGRAPHY INSTRUCTIONAL SUPPLY; PHOTOGRAPHY	3,459.92 2,522.46	5,982.38
1618903	Salgado, Hector	10/15/2013	REGISTRATION NIGHT REFRESHMENT REIMBURSEMENT	183.60	183.60
1618904	Sayner, Dave	10/15/2013	METRA TICKETS ; FT TRANSPORTATION REIMBURSEMENT	174.25	174.25
1618905	School Health Corpora	10/15/2013	FIRST AID KIT; GRANT	89.59	89.59
1618906	SchoolReach	10/15/2013	TAG LINE INTRO/DISCLAIMER	350.00	350.00
1618907	SCHWEPPE	10/15/2013	FRYERS AND MOBILE FRYER FILTER; CAFETERIA	7,099.94	7,099.94
1618908	Seal Of Illinois	10/15/2013	SEPTEMBER 2013 TUITION; 2 STUDENTS	8,108.40	8,108.40
1618909	Septran Inc	10/15/2013	AUGUST 2013	17,905.74	81,596.25

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			BUSSING		
			SEPTEMBER 2013	63,690.51	
			TRANSPORTATION		
1618910	SOLARWINDS	10/15/2013	HELP DESK	620.00	620.00
			LICENSES;		
			TECHNOLOGY		
1618911	SPARE WHEELS TRANSPOR	10/15/2013	SEPTEMBER 2013	1,208.55	1,208.55
			TRANSPORTATION; 1		
			STUDENT		
1618912	SPECIALIZED TRANSPORT	10/15/2013	9/11/13-10/8/13	5,800.00	7,000.00
			TRANSPORTATION; 1		
			STUDENT		
			9/10/13-10/8/13	1,200.00	
			TRANSPORTATION; 1		
			STUDENT		
1618913	Sraga Hauser Llc	10/15/2013	SEPTEMBER 2013	4,020.00	4,020.00
			LEGAL FEES		
1618914	St Andrews Golf & Cou	10/15/2013	WCHS PRACTICE	41.00	4,790.39
			STAND-BY GREEN		
			FEE; 8/14/13		
			WCHS PRACTICE	123.01	
			STAND-BY GREEN		
			FEE; 8/19/13		
			WCHS MATCH GREEN	561.11	
			FEE; 8/29/13		
			WCHS PRACTICE	123.01	
			STAND-BY GREEN		
			FEE; 9/11/13		
			HS MATCH GREEN	204.04	
			FEE		
			WCHS MATCH GREEN	272.05	
			FEE; 9/12/13		
			WILDCAT BOYS	2,530.18	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			INVITATIONAL; 9/9/13 WILDCAT GIRLS	935.99	
			INVITATIONAL; 9/11/13		
1618915	Steiner Electric Comp	10/15/2013	GENERATOR REPAIR	6,479.85	7,721.86
			GENERATOR REPAIR PARTS	215.62	
			MISC BUILDING REPAIR SUPPLIES	385.17	
			MISC BUILDING REPAIR SUPPLY	462.24	
			EMERGENCY LIGHTING SUPPLY	178.98	
1618916	STREAMWOOD BEHAVIORAL	10/15/2013	9/9/13-9/20/13 TUITION; 1 STUDENT	350.00	350.00
1618917	T S Specialties	10/15/2013	BATTERY AND LABOR FOR CHARGING SYSTEM	218.95	430.49
			LEFT FRONT BRAKE REPLACEMENT	211.54	
1618918	TELESOLUTIONS CONSULT	10/15/2013	E-RATE RETAINER FEE	275.00	275.00
1618919	Therapy Shoppe	10/15/2013	TRANQUIL BLUE LIGHT FILTERS; GRANT	41.48	41.48
1618920	TYCO INTEGRATED SECUR	10/15/2013	10/1/13-12/31/13 RECURRING SVC	75.96	75.96
1618921	United States Postal	10/15/2013	OCTOBER 2013 POSTAGE METER	2,600.00	2,600.00
1618922	Universal Taxi Dispat	10/15/2013	9/9/13-9/13/13 TRANSPORTATION; 3	623.00	1,883.00

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			STUDENTS 9/22/13-9/27/13	630.00	
			TRANSPORTATION; 2 STUDENTS 9/30/13-10/4/13	630.00	
			TRANSPORTATION; 2 STUDENTS		
1618923	VALDES ENTERPRISES	10/15/2013	CUSTODIAL AND PAPER PRODUCTS	863.63	863.63
1618924	Varsity Spirit Fashio	10/15/2013	CHEER CONTEST UNIFORMS	441.20	441.20
1618925	Vocational Sign Proje	10/15/2013	15 BADGES; MESA DIRECTIVA	82.50	82.50
1618926	Waste Management West	10/15/2013	OCTOBER 2013 RECYCLING	264.03	1,683.47
			SEPTEMBER 2013 REFUSE SERVICE	1,419.44	
1618927	We Grow Dreams Inc	10/15/2013	SEPTEMBER 2013 JOB TRAINING; 2 STUDENTS	300.00	600.00
			OCTOBER 2013 TRAINING; 2 STUDENTS	300.00	
1618928	West Chicago Printing	10/15/2013	DISTRICT LETTERHEAD PAPER	427.00	427.00
1618929	Wet/usa Inc	10/15/2013	SEPTEMBER 2013 CONTRACT SERVICE	135.00	1,183.27
			SEPTEMBER 2013 COOLING WATER TREATMENT	1,048.27	
1618930	Winfield Flower Shopp	10/15/2013	CARNATIONS WITH NAVY BOWS	15.00	113.75
			CARNATIONS WITH	30.00	

Check Number	Vendor Name	Check Date	Invoice Description	Invoice Amount	Check Amount
			NAVY BOWS		
			GIRLS TENNIS	16.25	
			AWARDS		
			BOYS/GIRLS	52.50	
			XCOUNTRY 10/11/13		
1618931	Xerox Corporation	10/15/2013	LRC COPIER;	31.90	5,462.64
			SEPTEMBER 2013		
			SEPTEMBER 2013	338.09	
			PHOTOCOPIER;		
			DUPLICATING;		
			HXL126044		
			SEPTEMBER 2013	232.03	
			PHOTOCOPIER;		
			DUPLICATING;		
			HXL126279		
			SEPTEMBER 2013	2,103.40	
			PHOTOCOPIER;		
			DUPLICATING;		
			GYA883686		
			SEPTEMBER 2013	1,985.20	
			PHOTOCOPIER;		
			DUPLICATING;		
			GYA883727		
			SEPTEMBER 2013;	772.02	
			TEACHERS COPIER;		
			ROOM 208;		
			WTM760167		
1618932	Zabelin, Donald	10/15/2013	7/13-9/13 RETIREE	646.25	646.25
			HLTH		
			REIMBURSEMENT		
168	Computer		Check(s) For a Total of		3,062,987.07

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	168	Computer	Checks For a Total of	3,062,987.07
Total For	168	Manual, Wire Tran, ACH & Computer Checks		3,062,987.07
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	3,062,987.07

COMMUNITY HIGH SCHOOL DISTRICT NO. 94
BOARD OF EDUCATION - BILL LISTING SUMMARY
September 2013 Expenditures & October 15, 2013 Bill List

	(Taxes)Certificates Of Deposit Purchased For The Month Of September-13	Net Payroll For The Month Of September-13	Operating Checks* Drawn During The Month Of September-13	Bill List Vouchers Paid In The Month Of September-13	Total	Bill List Vouchers Paid In The Month Of October-13
#10 EDUCATIONAL FUND	\$ 7,462,755.34	831,185.09	670,261.33	331,081.73	\$9,295,283.49	\$314,778.62
#20 OPERATIONS & MAINTENANCE FUND	1,285,971.14	63,415.69	49,769.70	222,335.33	\$1,621,491.86	113,747.66
#30 DEBT SERVICES FUND	1,220,147.01	-	-	-	\$1,220,147.01	2,524,250.00
#40 TRANSPORTATION FUND	351,610.68	-	1,595.00	8,288.13	\$361,493.81	110,210.79
#50 ILLINOIS MUNICIPAL RETIREMENT FUND	156,893.78	-	39,936.61	-	\$196,830.39	0.00
#51 SOCIAL SECURITY AND MEDICARE FUND	156,894.44	-	37,873.93	-	\$194,768.37	0.00
#61 CAPITAL IMPROVEMENTS - HILAKE FUND	-	-	-	350.00	\$350.00	0.00
#70 WORKING CASH FUND	-	-	-	-	\$0.00	0.00
#80 TORT FUND	109,265.67	-	-	-	\$109,265.67	0.00
TOTAL	\$ 10,743,538.06	\$894,600.78	\$799,436.57	\$562,055.19	\$12,999,630.60	\$3,062,987.07

* Payroll taxes, annuities, wage garnishments, insurance premiums, college savings plans
TRS & IMRF pension contributions, charitable contributions, Imprest Fund & Petty Cash Fund
reimbursement, lost & stale check replacement reviewed by Treasurer

The investments and payroll disbursements for the month of September-13 and the regular accounts payable for the period
September 12, 2013 to October 10, 2013 to be paid October 15, 2013 Totaling: \$15,500,562.48.

I hereby certify that the expenditures listed as a part of this statement are legally payable from the budget category to which they are charged and are coded in conformance with the Illinois Office of Education Accounting Manual.

October 10, 2013
Date

Director of Business Services

TO THE TREASURER, COMMUNITY HIGH SCHOOL DISTRICT NO. 94, WEST CHICAGO. ILLINOIS

The Board of Education has approved the payment of the above listed invoices on this date and you are hereby authorized and directed to make payments thereof:

Date

President, Board of Education

Secretary, Board of Education

COMMUNITY HIGH SCHOOL IMPREST FUND September 2013

This listing represents payments from the High School Imprest Fund for the month of September 2013. Reimbursement for the following is hereby requested from the Board of Education, Community High School District 94, West Chicago, Illinois at its regular board meeting on October 15, 2013.



Gordon H. Cole - Director of Business

10-2-13
Date

ACCOUNT	BATCH	CHECK	CHECK INVOICE	
NUMBER	NUMBER VENDOR	DATE	NUMBER DESCRIPTION	AMOUNT
10E100 1500 3191 00 000000	IP0904 Ambrose, Jeff	09/04/2013	1311570 FOOTBALL; KANKAKEE AND KING; 8/31/13	113.00
10E100 1500 3191 00 000000	IP0904 Dansdill, Regis	09/04/2013	1311571 FOOTBALL; WA; 8/31/13	28.50
10E072 2330 4102 00 000000	IP0904 DigiGraphics	09/04/2013	1311572 2013/2014 NEW TEACHER PHOTO	65.55
10E100 1500 3191 00 000000	IP0904 Dillard, Melvin	09/04/2013	1311573 FOOTBALL; KING; 8/31/13	71.00
10E100 1500 3191 00 000000	IP0904 Driver, Allen	09/04/2013	1311574 FOOTBALL; KING; 8/30/13	71.00
10E100 1500 3191 00 000000	IP0904 Gonzalez, Victor	09/04/2013	1311575 BOYS SOCCER; MATEA VALLEY; 9/3/13	57.00
10E100 1500 3191 00 000000	IP0904 Hayes, Paul	09/04/2013	1311576 FOOTBALL; WA; 8/31/13	28.50
10E100 1500 3191 00 000000	IP0904 Hobscheid, John	09/04/2013	1311577 FOOTBALL; KANKAKEE AND KING; 8/31/13	113.00
10E100 1500 3191 00 000000	IP0904 Holman, Cary	09/04/2013	1311578 FOOTBALL; KING; 8/31/13	71.00
10E100 1500 3191 00 000000	IP0904 Johnsen, Steve	09/04/2013	1311579 FOOTBALL; MLK AND KANKAKEE; 8/31/13	113.00
10E100 1500 3191 00 000000	IP0904 LaRocca, Thomas	09/04/2013	1311580 FOOTBALL; KANKAKEE AND KING; 8/31/13	113.00
10E100 1500 3191 00 000000	IP0904 Lucas, Carl	09/04/2013	1311581 FOOTBALL; KING; 8/31/13	71.00
10E100 1500 3191 00 000000	IP0904 Morgan, Andre	09/04/2013	1311582 FOOTBALL; KING; 8/30/13	71.00
10E100 1500 3191 00 000000	IP0904 Puglisi, Sam	09/04/2013	1311583 SOCCER; METEA VALLEY; 9/1/13	57.00
10E100 1500 3191 00 000000	IP0904 Shiffer II, Joe	09/04/2013	1311584 FOOTBALL; KANKAKEE AND MLK; 8/31/13	113.00
10E100 1500 3191 00 000000	IP0904 Smith, Gary	09/04/2013	1311585 FOOTBALL; WA; 8/31/13	28.50
10E100 1500 3191 00 000000	IP0909 Clifford, Kevin	09/09/2013	1311586 FOOTBALL; LARKIN AND OSWEGO EAST; 9/7/13	89.00
10E100 1500 3191 00 000000	IP0909 Hendley, Mike	09/09/2013	1311587 GIRLS SOCCER; YORK; 9/4/13	90.00
10E010 1130 6430 00 000000	IP0909 Imea	09/09/2013	1311588 SCHOOL PARTICIPATION FEE	30.00
10E100 1500 3191 00 000000	IP0909 McCue, John	09/09/2013	1311589 FOOTBALL; LARKIN AND OSWEGO EAST; 9/7/13	89.00
10E100 1500 3191 00 000000	IP0909 Smith, Chris	09/09/2013	1311590 FOOTBALL; LARKIN AND OSWEGO EAST; 9/7/13	89.00
10E075 2310 3320 00 000000	IP0909 SUBURBAN SUPERINTENDENTS' ASSO	09/09/2013	1311591 MEETING REGISTRATIONS 9/27/13, 1/17/14 AND 3/7/14	140.00
10E100 1500 3191 00 000000	IP0909 Surch, Doug	09/09/2013	1311592 GIRLS SWIM; YORK; 9/4/13	90.00
10E100 1500 3191 00 000000	IP0912 Barber, Linda	09/12/2013	1311593 GIRLS SWIMMING; WA; 9/12/13	90.00
10E950 2210 3190 00 950000	IP0912 The Center/alrc	09/12/2013	1311594 ELL PROGRAM DIRECTORS MEETING	170.00
10E100 1500 3191 00 000000	IP0912 Erins, Tom	09/12/2013	1311595 BOYS SOCCER; METEA VALLEY; 9/10/13	93.00
10E100 1500 3191 00 000000	IP0912 Gawaluck, Dan	09/12/2013	1311596 GIRLS VOLLEYBALL; LARKIN; 9/11/13	93.00

ACCOUNT	BATCH	CHECK	CHECK INVOICE	
NUMBER	NUMBER VENDOR	DATE	NUMBER DESCRIPTION	AMOUNT
10E100 1500 3191 00 000000	IP0912 Gawaluck, Dan	09/12/2013	1311596 VOLLEYBALL; METEA VALLEY; 9/10/13	93.00
10E100 1500 3191 00 000000	IP0912 Haynes, John	09/12/2013	1311597 VOLLEYBALL; METEA VALLEY; 9/10/13	86.00
10E100 1500 3191 00 000000	IP0912 Held, Jane	09/12/2013	1311598 VOLLEYBALL; METEA VALLEY; 9/10/13	93.00
10E100 1500 3191 00 000000	IP0912 Holbrook, David	09/12/2013	1311599 BOYS SOCCER; METEA VALLEY; 9/10/13	93.00
10E100 1500 3191 00 000000	IP0912 Martin/official, Walter	09/12/2013	1311600 GIRLS VOLLEYBALL; LARKIN; 9/11/13	86.00
10E100 1500 3191 00 000000	IP0912 O'Bryan, John	09/12/2013	1311601 BOYS SOCCER; METEA VALLEY; 9/10/13	62.00
10E100 1500 3191 00 000000	IP0912 Pigott/official, Fred	09/12/2013	1311602 GIRLS SWIMMING; WA; 9/12/13	90.00
10E070 2410 3410 00 000000	IP0912 WEST CHICAGO POST OFFICE	09/12/2013	1311603 POSTAGE DUE ACCOUNT 95017; FOR POSTAGE DUE FROM RETURN SERVICE REQUESTED	200.00
10E100 1500 6410 00 000000	IP0916 Acciavatti, Don	09/16/2013	1311606 GIRLS VOLLEYBALL TOURNAMENT; 9/14/13	248.00
10E100 1500 6430 00 000000	IP0916 BELVIDERE NORTH HIGH SCHOOL	09/16/2013	1311607 GIRLS VOLLEYBALL TOURNAMENT; 9/21/13	175.00
10E100 1500 6410 00 000000	IP0916 Buehring, Dave	09/16/2013	1311608 GIRLS VOLLEYBALL TOURNAMENT; 9/14/13	248.00
10E100 1500 3191 00 000000	IP0916 Clark, Jeff	09/16/2013	1311609 GIRLS VOLLEYBALL; LARKIN; 9/11/13	93.00
10E100 1500 3191 00 000000	IP0916 Coyne, Barry	09/16/2013	1311610 FOOTBALL; METEA VALLEY; 9/14/13	56.00
10E100 1500 3191 00 000000	IP0916 Dansdill, Regis	09/16/2013	1311611 FOOTBALL; METEA VALLEY; 9/14/13	56.00
10E100 1500 3191 00 000000	IP0916 Dennis, Lawrence	09/16/2013	1311612 BOYS SOCCER; OSWEGO; 9/13/13	57.00
10E100 1500 6410 00 000000	IP0916 Dippy, Reece	09/16/2013	1311613 GIRLS VOLLEYBALL TOURNAMENT; 9/14/13	248.00
10E100 1500 6430 00 000000	IP0916 Dundee-Crown High School	09/16/2013	1311614 GIRLS VOLLEYBALL; SOPH CHARGER CLASSIC; 9/21/13	250.00
10E100 1500 6430 00 000000	IP0916 EISENHOWER HIGH SCHOOL	09/16/2013	1311615 DANCE INVITE; 12/14/13	125.00
10E100 1500 3191 00 000000	IP0916 Flynn, John	09/16/2013	1311616 BOYS SOCCER; OSWEGO; 9/13/13 AND 9/16/13	114.00
10E100 1500 6410 00 000000	IP0916 Hattendorf, Jerry	09/16/2013	1311617 GIRLS VOLLEYBALL TOURNAMENT; 9/14/13	248.00
10E100 1500 6430 00 000000	IP0916 Hinsdale South High School	09/16/2013	1311618 GIRLS VOLLEYBALL INVITE;	160.00

ACCOUNT	BATCH	CHECK	CHECK INVOICE	
NUMBER	NUMBER VENDOR	DATE	NUMBER DESCRIPTION	AMOUNT
			9/23/13	
10E100 1500 6430 00 000000	IP0916 HUNTLEY HIGH SCHOOL DIST 158	09/16/2013	1311619 DANCE INVITE; 1/12/14	125.00
10E100 1500 6430 00 000000	IP0916 ILLINOIS RECREATIONAL CHEERLEA	09/16/2013	1311620 WINTER MELTDOWN DANCE INVITE	200.00
10E100 1500 6410 00 000000	IP0916 Jablow, Steve	09/16/2013	1311621 BOYS SOCCER; JV TOURNAMENT;	57.00
			9/16/13	
10E100 1500 6430 00 000000	IP0916 Naperville Central High School	09/16/2013	1311622 GIRLS VOLLEYBALL TOURNAMENT;	140.00
			FB	
10E100 1500 3191 00 000000	IP0916 Patterson, Gary	09/16/2013	1311623 FOOTBALL; METEA VALLEY;	56.00
			9/14/13	
10E100 1500 6410 00 000000	IP0916 Flach, Ken	09/16/2013	1311624 GIRLS VOLLEYBALL TOURNAMENT;	248.00
			9/14/13	
10E100 1500 3191 00 000000	IP0916 Przybylski, Brian	09/16/2013	1311625 BOYS SOCCER; WWS; 9/12/13	98.00
10E100 1500 6410 00 000000	IP0916 Reese, Darren	09/16/2013	1311626 GIRLS VOLLEYBALL TOURNAMENT;	248.00
			9/14/13	
40E000 2550 3302 00 000000	IP0916 SPECIALIZED TRANSPORTATION SVC	09/16/2013	1311627 BALANCE ON 8/26/13-9/10/13	1,595.00
			TRANSPORTATION; 1 STUDENT	
10E100 1500 6430 00 000000	IP0916 West Aurora High School	09/16/2013	1311628 GIRLS VOLLEYBALL TOURNAMENT;	350.00
			A & B; 9/14/13	
10E100 1500 6430 00 000000	IP0916 Willowbrook High School	09/16/2013	1311629 GIRLS VOLLEYBALL TOURNAMENT;	300.00
			FA; 9/21/13	
10E100 1500 6430 00 000000	IP0919 AURORA CENTRAL CATHOLIC HS	09/19/2013	1311630 GIRLS XCOUNTRY INVITE 9/28/13	200.00
10E100 1500 6430 00 000000	IP0919 Bartlett High School	09/19/2013	1311631 BOYS XCOUNTRY INVITE 9/28/13	180.00
10E100 1500 1504 00 000000	IP0919 Cheehy, Tom	09/19/2013	1311632 FOOTBALL; KING; SCOREBOARD;	40.00
			8/30/13	
10E054 1130 4050 00 000000	IP0919 HERSHEY'S ICE CREAM	09/19/2013	1311633 PARENT NIGHT REFRESHMENTS;	67.68
			9/24/13	
10E100 1500 1504 00 000000	IP0919 Hughes, Barbara	09/19/2013	1311634 FOOTBALL STATISTICIAN; KING;	40.00
			8/30/13	
10E100 1500 1504 00 000000	IP0919 Hughes, Barbara	09/19/2013	1311634 FOOTBALL STATISTICIAN;	40.00
			LARKIN; 9/6/13	
10E100 1500 1504 00 000000	IP0919 Hughes, Barbara	09/19/2013	1311634 FOOTBALL STATISTICIAN; METEA	40.00
			VALLEY; 9/13/13	
10E100 1500 1504 00 000000	IP0919 Hughes/game Worker, Dennis	09/19/2013	1311635 FOOTBALL STATISTICIAN; KING;	40.00
			8/30/13	
10E100 1500 1504 00 000000	IP0919 Hughes/game Worker, Dennis	09/19/2013	1311635 FOOTBALL STATISTICIAN;	40.00
			LARKIN; 9/6/13	
10E100 1500 1504 00 000000	IP0919 Hughes/game Worker, Dennis	09/19/2013	1311635 FOOTBALL STATISTICIAN; METEA	40.00
			VALLEY; 9/13/13	
10E100 1500 1504 00 000000	IP0919 Hughes/game Worker, Ren	09/19/2013	1311636 FOOTBALL STATISTICIAN; KING;	40.00

ACCOUNT	BATCH	CHECK	CHECK	INVOICE	
NUMBER	NUMBER VENDOR	DATE	NUMBER	DESCRIPTION	AMOUNT
				8/30/13	
10E100 1500 1504 00 000000	IP0919 Hughes/game Worker, Ren	09/19/2013	1311636	FOOTBALL STATISTICIAN; LARKIN; 9/6/13	40.00
10E100 1500 1504 00 000000	IP0919 Hughes/game Worker, Ren	09/19/2013	1311636	FOOTBALL STATISTICIAN; METEA VALLEY; 9/13/13	40.00
10E100 1500 1504 00 000000	IP0919 Johnson, Dan	09/19/2013	1311637	COMPUTER; GIRLS SWIM MEET; WEST AURORA; 9/12/13	40.00
10E906 2210 3320 00 906000	IP0919 Klein, Meghan	09/19/2013	1311638	CONFERENCE MILEAGE; REPLACEMENT CK	49.72
10E100 1500 6430 00 000000	IP0919 Notre Dame High School	09/19/2013	1311639	BOYS/GIRLS XCOUNTRY INVITE	200.00
10E013 1130 6450 00 000000	IP0919 PRAIRIE RIDGE HIGH SCHOOL	09/19/2013	1311640	CONFERENCE REGISTRATION; 7 STAFF MEMBERS	350.00
10E100 1500 1504 00 000000	IP0919 Slonek, Elliot	09/19/2013	1311641	GIRLS VOLLEYBALL ANNOUNCER; LARKIN; 9/11/13	40.00
10E100 1500 1504 00 000000	IP0919 Stone, Brian	09/19/2013	1311642	GIRLS VOLLEYBALL SCOREBOARD; METEA VALLEY; 9/10/13	40.00
10E100 1500 1504 00 000000	IP0919 Stone, Brian	09/19/2013	1311642	GIRLS VOLLEYBALL SCOREBOARD; LARKIN; 9/11/13	40.00
10E100 1500 1504 00 000000	IP0919 Stone, Brian	09/19/2013	1311642	GIRLS VOLLEYBALL SCOREBOARD; BATAVIA; 9/17/13	40.00
10E100 1500 6410 00 000000	IP0919 Woodhouse, Ken	09/19/2013	1311643	BOYS SOCCER TOURNAMENT; JV1; 9/17/13	62.00
10E100 1500 3191 00 000000	IP0923 Acciavatti, Don	09/23/2013	1311644	GIRLS VOLLEYBALL; NAZARETH; 9/19/13	87.00
10E100 1500 3191 00 000000	IP0923 Bailey, Mike	09/23/2013	1311645	FOOTBALL; WAUBONSIE VALLEY; 9/19/13	56.00
10R000 1720 0000 00 050000	IP0923 Bartlett, Dawn	09/23/2013	1311646	STUDENT PARKING REFUND; ID #35176	200.00
10E100 1500 3191 00 000000	IP0923 Beatty, Neal	09/23/2013	1311647	GIRLS VOLLEYBALL; NAZARETH; 9/19/13	87.00
10E100 1500 3191 00 000000	IP0923 Brach, SR, Fred	09/23/2013	1311648	FOOTBALL; WAUBONSIE VALLEY; 9/19/13	56.00
10E100 1500 6410 00 000000	IP0923 Engen, Luke	09/23/2013	1311649	BOYS SOCCER; JV TOURNAMENT; 9/19/13	62.00
10R000 1811 0000 00 000000	IP0923 Espinal, Jesus	09/23/2013	1311650	STUDENT FEES REFUND; ID #35046	213.40
10E100 1500 6410 00 000000	IP0923 Flynn, John	09/23/2013	1311651	BOYS SOCCER; JV1 TOURNAMENT; 9/19/13	62.00
10R000 1720 0000 00 030000	IP0923 Garcia, Jose	09/23/2013	1311652	BTW REFUND; ID #37264	300.00

ACCOUNT	BATCH	CHECK	CHECK INVOICE	
NUMBER	NUMBER VENDOR	DATE	NUMBER DESCRIPTION	AMOUNT
10R040 1321 0000 00 000000	IP0923 Geromini, Maria	09/23/2013	1311653 SUMMER SCHOOL REFUND; ID #35417	306.00
10E100 1500 3191 00 000000	IP0923 Hall/official, Dan	09/23/2013	1311654 GIRLS VOLLEYBALL; NAZARETH; 9/19/13	86.00
10E100 1500 3191 00 000000	IP0923 Holbrook, David	09/23/2013	1311655 BOYS SOCCER; PEPSI CHALLENGE; 09/19/13	62.00
10E100 1500 3191 00 000000	IP0923 Luchian, Alin	09/23/2013	1311656 BOYS SOCCER; PEPSI CHALLENGE; 9/19/13	62.00
10L000 4042 0000 00 000000	IP0923 NIZIOLEK, Heather	09/23/2013	1311657 REGISTRATION OVERPAYMENT REFUND; ID #35477	55.00
10E100 1500 3191 00 000000	IP0923 O'Herron, Kevin	09/23/2013	1311658 FOOTBALL; WAUBONSIE VALLEY; 9/19/13	56.00
10E100 1500 3191 00 000000	IP0923 Pigott/official, Fred	09/23/2013	1311659 GIRLS SWIMMING; BARTLETT; 9/19/13	90.00
10E100 1500 3191 00 000000	IP0923 Rubini/official, Dave	09/23/2013	1311660 BOYS SOCCER; PEPSI CHALLENGE; 9/19/13	62.00
10R000 1811 0000 00 000000	IP0923 Smothers, Jeff	09/23/2013	1311661 REGISTRATION OVERPAYMENT REFUND; ID #36461	75.00
10E100 1500 3191 00 000000	IP0923 Surch, Doug	09/23/2013	1311662 GIRLS SWIMMING; BARTLETT; 9/19/13	90.00
10R000 1720 0000 00 030000	IP0923 Tolentino, Martin	09/23/2013	1311663 BTW REFUND; ID #37348	300.00
10R000 1811 0000 00 000000	IP0923 Vera, Guadalupe	09/23/2013	1311664 STUDENT WITHDREW; REFUND; ID #37511	235.00
10E100 1500 3191 00 000000	IP0925 Cunningham, Mark	09/25/2013	1311665 FOOTBALL; WAUBONSIE VALLEY; 9/20/13	71.00
10E100 1500 3191 00 000000	IP0925 Garrey, Scott	09/25/2013	1311666 FOOTBALL; WAUBONSIE VALLEY; 9/20/13	71.00
10E100 1500 3191 00 000000	IP0925 Graf, John	09/25/2013	1311667 FOOTBALL; WAUBONSIE VALLEY; 9/20/13	56.00
10E100 1500 3191 00 000000	IP0925 Knauf, Jim	09/25/2013	1311668 FOOTBALL; WAUBONSIE VALLEY; 9/20/13	71.00
10E100 1500 6410 00 000000	IP0925 Lewin, Henri	09/25/2013	1311669 BOYS SOCCER; JV1 TOURNAMENT; 9/20/13	62.00
10E100 1500 3191 00 000000	IP0925 Morgan, Andre	09/25/2013	1311670 FOOTBALL; KINE; 8/30/13; REPLACEMENT FOR CK #1311582	71.00
10E100 1500 6410 00 000000	IP0925 Przybylski, Brian	09/25/2013	1311671 BOYS SOCCER; JV1 TOURNAMENT; 9/20/13	62.00
10E100 1500 3191 00 000000	IP0925 Rowland, Kevin	09/25/2013	1311672 FOOTBALL; WAUBONSIE VALLEY; 9/20/13	71.00

ACCOUNT NUMBER	BATCH NUMBER	VENDOR	CHECK DATE	CHECK NUMBER	INVOICE DESCRIPTION	AMOUNT
10E100 1500 3191 00 000000	IP0925	Schiffbauer, Bob	09/25/2013	1311673	FOOTBALL; WAUBONSIE VALLEY; 9/20/13	71.00
10E100 1500 3191 00 000000	IP0925	Smith, Gregory	09/25/2013	1311674	FOOTBALL; WAUBONSIE VALLEY; 9/20/13	56.00
10E100 1500 3191 00 000000	IP0925	Stutzman, Rick	09/25/2013	1311675	FOOTBALL; WAUBONSIE VALLEY; 9/20/13	56.00
10E100 1500 3191 00 000000	IP0925	Terpening, Stephen	09/25/2013	1311676	FOOTBALL; WAUBONSIE VALLEY; 9/20/13	56.00
10E100 1500 3191 00 000000	IP0925	Willis, Jeremy	09/25/2013	1311677	FOOTBALL; WAUBONSIE VALLEY; 9/20/13	56.00
Totals for checks						13,687.85

FUND SUMMARY

FUND	DESCRIPTION	BALANCE SHEET	REVENUE	EXPENSE	TOTAL
10	ED FUND	55.00	1,629.40	10,408.45	12,092.85
40	TRANSPORT	0.00	0.00	1,595.00	1,595.00
***	Fund Summary Totals ***	55.00	1,629.40	12,003.45	13,687.85

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

COMMUNITY HIGH SCHOOL

DISTRICT 94

West Chicago, Illinois

TREASURER'S REPORT

FOR MONTH ENDING SEPTEMBER 2013

FUND	CASH BALANCE	RECEIPTS	DISBURSEMENTS	CASH BALANCE	INVESTMENTS
	Thru August 31, 2013	September 30, 2013	September 30, 2013	Thru September 30, 2013	AT COST Thru 9/30/2013
EDUCATIONAL	\$ 154,932.10	\$ 9,218,832.50	\$ 9,299,002.38	\$ 74,762.22	\$ 17,496,874.87
OPERATIONS & MAINTENANCE	\$ (252,123.43)	\$ 1,787,561.14	\$ 1,621,491.86	\$ (86,054.15)	\$ 2,347,894.95
DEBT SERVICES	\$ 1,054,196.25	\$ 1,220,147.01	\$ 1,220,147.01	\$ 1,054,196.25	\$ 3,212,379.05
TRANSPORTATION	\$ 112,964.34	\$ 351,610.68	\$ 361,493.81	\$ 103,081.21	\$ 1,320,458.19
I.M.R.F.	\$ (324,049.58)	\$ 156,893.78	\$ 193,300.01	\$ (360,455.81)	\$ 592,644.11
SOCIAL SECURITY/MEDICARE	\$ (324,494.67)	\$ 156,894.44	\$ 192,177.21	\$ (359,777.44)	\$ 596,035.83
CAP IMPROVEMENTS HILAKE	\$ (1,306,047.00)	\$ 15,990.12	\$ 350.00	\$ (1,290,406.88)	\$ 7,665,383.89
WORKING CASH	\$ 1,161,300.35	\$ -	\$ -	\$ 1,161,300.35	\$ 908,401.74
TORT	\$ (253,349.28)	\$ 109,265.67	\$ 109,265.67	\$ (253,349.28)	\$ 292,152.96
TOTAL	\$ 23,329.08	\$ 13,017,195.34	\$ 12,997,227.95	\$ 43,296.47	\$34,432,225.59
Monthly Invest. Int., Adj. & Fees/YTD Interest thru 9/30/2013 (included in revenue and investment totals)	\$ 109,069.11	1,903.18	-		\$ 110,972.29

PLUS INVESTMENTS \$34,432,225.59

TOTAL YEAR-TO-DATE CASH AND INVESTMENTS AS OF SEPTEMBER 30, 2013

\$ 34,475,522.06

Kevin Kotche, Treasurer

Date

**COMMUNITY HIGH SCHOOL DISTRICT 94
STATEMENT OF POSITION
FINANCIAL REPORT
FOR PERIOD ENDING SEPTEMBER 30, 2013**

Percent of Fiscal Year Complete: 25.00%

	IMPREST, PETTY CASH & SCHLSHP	CASH BALANCES	INVESTMENT BALANCES	ACCOUNTS RECEIVABLE	OTHER ASSETS	TOTAL ASSETS
ASSETS						
EDUCATIONAL	17,436	74,762	17,496,875			17,589,073
OPERATIONS & MAINTENANCE		(86,054)	2,347,895			2,261,841
DEBT SERVICES		1,054,196	3,212,379			4,266,576
TRANSPORTATION		103,081	1,320,458			1,423,539
MUNICIPAL RETIREMENT		(360,456)	592,644			232,188
SOCIAL SECURITY/MEDICARE		(359,777)	596,036			236,258
CI - HIGHLAKE		(1,290,407)	7,665,384	4,599		6,379,577
WORKING CASH		1,161,300	908,402			2,069,702
TORT		(253,349)	292,153			38,804
TOTAL	17,436	43,296	34,432,226	4,599	-	34,497,557

	TAX WARRENTS	ACCOUNTS PAYABLE	ENCUMBERED PAYABLES	OTHER LIABILITIES	FUND EQUITY	TOTAL LIABILITY AND FUND EQUITY
LIABILITIES AND FUND EQUITY						
EDUCATIONAL		(49,801)	314,779		17,324,096	17,589,073
OPERATIONS & MAINTENANCE		(792)	113,748		2,148,886	2,261,841
DEBT SERVICES			2,524,250		1,742,326	4,266,576
TRANSPORTATION			110,211		1,313,328	1,423,539
MUNICIPAL RETIREMENT		(243)			232,431	232,188
SOCIAL SECURITY/MEDICARE		(134)			236,392	236,258
CI - HIGHLAKE					6,379,576	6,379,577
WORKING CASH					2,069,702	2,069,702
TORT					38,804	38,804
TOTAL	-	(50,970)	3,062,987	-	31,485,541	34,497,557

	BUDGET 2013 - 2014	CURRENT REVENUES	Y.T.D. REVENUES	Y.T.D. OTHER	UNREALIZED BALANCE	PERCENT REALIZED
RECEIPTS						
EDUCATIONAL	22,329,895	7,844,116	9,505,060		12,824,835	42.57%
OPERATIONS & MAINTENANCE	3,059,614	1,287,569	1,426,552		1,633,062	46.63%
DEBT SERVICES	2,801,090	1,221,272	1,307,370		1,493,721	46.67%
TRANSPORTATION	1,249,788	351,621	539,105		710,683	43.14%
MUNICIPAL RETIREMENT	464,158	156,894	195,285		268,873	42.07%
SOCIAL SECURITY/MEDICARE	419,258	156,894	170,095		249,164	40.57%
CI - HIGHLAKE	428,000	16,212	53,743		374,257	12.56%
WORKING CASH	5,000	76	254		4,746	5.08%
TORT	313,008	109,266	130,109		182,899	41.57%
TOTAL	31,069,812	11,143,919	13,327,572	-	17,742,240	42.90%

	BUDGET 2013 - 2014	CURRENT EXPENDITURES	Y.T.D. EXPENDITURES	ENCUMBERED PAYABLES	UNENCUMBERED BALANCE	PERCENT ENCUMBERED
DISBURSEMENTS						
EDUCATIONAL	22,327,918	1,820,697	5,401,704	314,779	16,611,435	24.19%
OPERATIONS & MAINTENANCE	3,053,804	333,544	804,301	113,748	2,135,755	26.34%
DEBT SERVICES	2,791,075	-	515	2,524,250	266,310	0.02%
TRANSPORTATION	1,241,050	9,883	64,376	110,211	1,066,463	5.19%
MUNICIPAL RETIREMENT	461,250	36,406	117,861		343,389	25.55%
SOCIAL SECURITY/MEDICARE	417,620	35,283	109,815		307,806	26.30%
CI - HIGHLAKE	428,000	-	-		428,000	0.00%
WORKING CASH	5,000	350	350		4,650	7.00%
TORT	309,450	-	273,024		36,426	88.23%
TOTAL	31,035,168	2,236,163	6,771,946	3,062,987	21,200,235	21.82%

	JULY 1 EQUITY	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE EXPENDITURES	ENCUMBERED PAYABLES	CURRENT EQUITY
FUND BALANCE					
EDUCATIONAL	13,535,518	9,505,060	5,401,704	314,779	17,324,096
OPERATIONS & MAINTENANCE	1,640,383	1,426,552	804,301	113,748	2,148,886
DEBT SERVICES	2,959,721	1,307,370	515	2,524,250	1,742,326
TRANSPORTATION	948,810	539,105	64,376	110,211	1,313,328
MUNICIPAL RETIREMENT	155,007	195,285	117,861	-	232,431
SOCIAL SECURITY/MEDICARE	176,112	170,095	109,815	-	236,392
CI - HIGHLAKE	6,326,183	53,743	350	-	6,379,576
WORKING CASH	2,069,448	254	-	-	2,069,702
TORT	181,719	130,109	273,024	-	38,804
TOTAL	27,992,902	13,327,572	6,771,946	3,062,987	31,485,540

COMMUNITY HIGH SCHOOL DISTRICT 94
STATEMENT OF REVENUE AND EXPENDITURES
YTD ENDING SEPTEMBER 30, 2013

PERCENT OF FISCAL YEAR COMPLETED: 25.00%

DISTRICT 94 REVENUE & EXPENDITURE RPT

SEPTEMBER 2013

FUND

BEGINNING FUND BALANCE

REVENUE BUDGET

RECEIPTS

1. CORPORATE P. P. REPLACEMENT TAX
2. SUMMER PROGRAM FEES
3. EARNINGS ON TAXES/ INVESTMENTS
4. PUPIL & COMMUNITY SERVICES
5. FACILITY RENTALS
6. IMPACT FEES/P.U.D/LAND CASH DONATE
7. STATE AID
8. STATE/ CATEGORICAL AID /GRANTS FY13
9. ARRA AID/ARRA FEDERAL FUNDING
10. FEDERAL AID/GRANTS FY13 LATE PMTS
11. PROPERTY TAXES - ED. FUND-TORT
12. PROPERTY TAXES - SPEC'L ED/SOC SEC
13. PROPERTY TAXES - OTHER FUNDS
14. TRANSFER OF LOAN REPMT/ INTEREST
15. CURRENT YEAR LEVY-ADVANCED TAXES
16. FLOW-THRU/VENDOR REVENUE/MISC REV

TOTAL REVENUE REALIZED

PERCENT REVENUE REALIZED

EXPENDITURE BUDGET

DISBURSEMENTS

1. SALARIES
2. BENEFITS
3. EMPLOYER IMRF
4. EMPLOYER FICA
5. EMPLOYER MEDICARE
6. PURCHASED SERVICES/CONTRACTS REG
7. PURCHASED SERVICES/mini BUSES
8. PURCHASED SERVICES/SPECIAL ED
9. PURCHASED SERVICES/TCO
10. FUEL ADJ/EARLY DISMISSAL/FIELD TRIP
12. UNEMPLOYMENT INSURANCE
- 13.SCHOOL BOND FINANCIAL SERVICES
14. TREASURER BOND
15. WORKERS COMPENSATION
16. GENERAL LIABILITY INSURANCE
17. STUDENT ACCIDENT INSURANCE
18. UTILITIES
19. SUPPLIES & MATERIALS
20. TAX PAYMENTS
21. CAPITAL/NON-CAPITAL EQUIPMENT
22. CAPITAL CONTRACTS/ IMPROVEMENTS
- 23 CAPITAL LEASE EXPENSE
- 24 BOND INTEREST EXPENSE
25. DUES, FEES AND INVESTMENT COSTS
26. REDEMPTION OF PRINCIPAL
27. FLOW-THRU TO OTH DIST/TRANSFERS
- 28 TUITION & SPEC ED COST
- 29 RETIREMENT BENEFITS/OTHER

TOTAL EXPENDITURES DISBURSED

OUTSTANDING OBLIGATIONS/ENCUMBRANCES

PERCENT DISBURSED PLUS ENCUMBERED

EXCESS OF REVENUE/(EXPENDITURES)

ENDING FUND BALANCE

FUND

EDUCATION	O & M	DEBT SVC	TRANSP	IMRF	SSM	CI HIGHLAKE	WRK CASH	TORT	TOTAL ALL
\$13,535,518	\$1,640,383	\$2,959,721	\$ 948,810	\$ 155,007	\$176,112	\$6,326,183	\$2,069,448	\$ 181,719	\$27,992,902
\$22,329,895	\$3,059,614	\$2,801,090	\$ 1,249,788	\$ 464,158	\$419,258	\$ 428,000	\$ 5,000	\$ 313,008	\$31,069,812
\$ 103,249	\$ 39,239	\$ 157	\$ 31,785	\$ 27,443	\$ 2,178			\$ 13,185	217,238
20,078									20,078
1,561	1,298	1,234	44	5	5	646	254	3	5,050
503,198									503,198
	10,104								10,104
						53,098			53,098
313,869									313,869
268,089			130,977						399,066
-									-
287,497									287,497
7,884,284	1,375,910	1,305,978	376,178					116,920	11,059,271
101,431				167,837	167,912				437,180
									-
									-
									-
21,803			120						21,923
\$ 9,505,060	\$ 1,426,552	\$ 1,307,370	\$ 539,105	\$ 195,285	\$ 170,094	\$ 53,743	\$ 254	\$ 130,109	\$ 13,327,572
<i>42.57%</i>	<i>46.63%</i>	<i>46.67%</i>	<i>43.14%</i>	<i>42.07%</i>	<i>40.57%</i>	<i>0.00%</i>	<i>5.08%</i>	<i>41.57%</i>	<i>42.90%</i>
\$22,327,918	\$3,053,804	\$2,791,075	\$1,241,050	\$ 461,250	\$417,620	\$ 428,000	\$ 5,000	\$ 309,450	\$31,035,168
\$ 3,502,884	\$ 308,110								3,810,994.55
751,392	50,175								801,567
				117,861					117,861
					58,135				58,135
					51,679				51,679
371,032	166,039		6,570						543,642
									-
			55,490						55,490
									-
			2,316						2,316
								651	651
								6,650	6,650
									-
								137,823	137,823
								126,825	126,825
								1,075	1,075
	89,182								89,182
251,052	77,714								328,766
									-
110,923	113,081								224,003
						350			350
									-
									-
59,215		515							59,730
									-
									-
325,206									325,206
30,000									30,000
\$ 5,401,704	\$ 804,301	\$ 515	\$ 64,376	\$ 117,861	\$ 109,815	\$ 350	\$ -	\$ 273,024	\$ 6,771,946
\$ 314,779	\$ 113,748	\$ 2,524,250	\$ 110,211						\$ 3,062,987
<i>24.19%</i>	<i>30.06%</i>	<i>90.46%</i>	<i>14.07%</i>	<i>25.55%</i>	<i>26.30%</i>	<i>0.00%</i>	<i>0.00%</i>	<i>0.00%</i>	<i>31.69%</i>
\$ 4,103,356	\$ 622,251	\$1,306,855	\$ 474,729	\$ 77,424	60,280	\$ 53,393	\$ 254	\$ (142,915)	\$ 6,555,626
\$17,324,096	\$2,148,886	\$1,742,326	\$1,313,328	\$ 232,431	\$236,392	\$6,379,576	\$2,069,702	\$ 38,804	\$31,485,540
EDUCATION	O & M	DEBT SVC	TRANSP	IMRF	SSM	CI HIGHLAKE	WRK CSH	TORT	TOTAL ALL

3 YEAR BUDGET/ACTUAL TOTAL
SUMMARY OF AMENDED CURRENT YEAR BUDGET

September 30, 2013

DEPARTMENT/SUMMARY	FUND	#	DEPT	11 ACTUAL	12 ACTUAL	13 BUDGET	13 ACTUAL	% CHANGE	14 BUDGET	% CHANGE	14 ACTUAL	YTD %
GENERAL H.S.	10	1	TTL	773,536	810,220	282,620	176,829	186.68%	248,700	40.64%	35,560	14.30%
HMBD TUTORS	10	2	TTL	38,785	56,131	47,100	32,974	19.18%	37,100	12.51%	948	2.55%
ART	10	3	TTL	209,508	222,921	240,660	242,711	-7.37%	248,377	2.33%	58,038	23.37%
SCIENCE	10	4	TTL	1,145,279	1,232,931	1,191,359	1,171,911	3.49%	1,222,131	4.29%	294,577	24.10%
DRIVER'S ED	10	5	TTL	117,616	116,583	119,306	120,537	-2.28%	108,021	-10.38%	24,008	22.23%
ENGLISH	10	6	TTL	1,548,311	1,396,370	1,400,277	1,420,396	-0.28%	1,433,144	0.90%	366,507	25.57%
FOREIGN LANG	10	7	TTL	545,707	556,377	562,792	586,667	-1.14%	656,327	11.87%	143,900	21.93%
HEALTH ED	10	8	TTL	476	505	500	1,557	1.09%	500	-67.89%	-	0.00%
MATHEMATICS	10	9	TTL	1,283,006	1,219,463	1,253,117	1,255,515	-2.69%	1,336,301	6.43%	309,309	23.15%
MUSIC	10	10	TTL	162,335	212,723	216,481	203,333	-1.74%	237,266	16.69%	45,454	19.16%
PHYSICAL DEV	10	11	TTL	1,132,258	1,209,159	1,144,808	1,177,891	5.62%	1,238,293	5.13%	279,875	22.60%
SOC STUDIES	10	13	TTL	1,351,103	1,261,511	1,293,404	1,328,298	-2.47%	1,292,882	-2.67%	343,706	26.58%
TECHNOLOGY	10	14	TTL	469,264	523,754	685,620	555,012	-23.61%	595,655	7.32%	113,739	19.09%
DEV LEARNING	10	22	TTL	2,880,832	2,788,804	2,788,766	2,968,587	0.00%	3,339,798	12.50%	650,254	19.47%
ADULT ED - LOCAL	10	28	TTL	7,731	6,860	8,425	7,275	-18.57%	7,640	5.02%	516	6.75%
SUMR ADLT ED	10	29	TTL	1,716	915	1,000	2,948	-8.52%	2,200	-25.37%	-	0.00%
BUSINESS ED	10	30	TTL	651,819	630,056	631,086	544,383	-0.16%	539,307	-0.93%	134,434	24.93%
FACS	10	32	TTL	240,299	230,158	225,457	229,520	2.09%	251,788	9.70%	62,353	24.76%
IND ARTS-TECH ED	10	34	TTL	138,842	128,265	131,849	133,269	-2.72%	138,810	4.16%	32,255	23.24%
B T I	10	35	TTL	719	574	250	774	129.55%	750	-3.09%	-	0.00%
PHOTOGRAPHY	10	36	TTL	14,431	13,685	16,000	11,540	-14.47%	12,350	7.02%	4,605	37.29%
SUMMER SCH/R	10	40	TTL	130,991	71,221	141,900	98,184	-49.81%	132,700	35.15%	64,306	48.46%
SUMMER SPORTS CAMPS	10	41	TTL	1,732	45,052	46,886	38,348	-3.91%	46,746	21.90%	35,607	76.17%
BILINGUAL	10	45	TTL	647,605	514,779	509,277	520,119	1.08%	516,988	-0.60%	148,784	28.78%
SOCIAL WORKE	10	50	TTL	291,821	291,294	308,925	309,255	-5.71%	325,849	5.37%	76,696	23.54%
GUIDANCE DEP	10	51	TTL	606,722	632,118	641,786	651,380	-1.51%	673,275	3.36%	153,034	22.73%
SCHOOL NURSE	10	52	TTL	126,813	158,264	162,384	154,638	-2.54%	175,603	13.56%	38,661	22.02%
PSYC SERVICE	10	53	TTL	68,109	56,636	128,054	131,783	-55.77%	161,777	22.76%	34,116	21.09%
AVID PROGRAM	10	54	TTL	-	34,311	73,130	76,104	-53.08%	66,304	-12.88%	23,147	34.91%
SPEECH PATH/AUDIO	10	55	TTL	-	49,680	56,125	56,163	-11.48%	57,688	2.72%	13,552	23.49%
COD DCC	10	59	TTL	1,091	5,106	4,000	-	27.66%	-	0.00%	-	0.00%
LEARNING RES	10	61	TTL	292,268	285,510	290,013	307,639	-1.55%	358,973	16.69%	82,747	23.05%
STAFF & CURR DEV	10	62	TTL	47,056	88,300	133,578	34,712	-33.90%	215,822	521.76%	81,997	37.99%
UTTERBACK DONATION	10	64	TTL	-	-	-	26,338	100.00%	74,000	180.96%	22,333	30.18%
ASST PRINCIPAL	10	69	TTL	-	393	741,889	965,906	-99.95%	1,038,735	7.54%	322,945	31.09%
PRINCIPAL	10	70	TTL	1,008,037	1,076,132	1,095,741	832,537	-1.79%	784,399	-5.78%	185,216	23.61%
SUPT OFFICE	10	71	TTL	355,197	287,289	291,883	302,678	-1.57%	339,553	12.18%	105,488	31.07%
DIR OF PRSNL	10	72	TTL	277,899	292,747	298,130	316,224	-1.81%	290,559	-8.12%	68,557	23.59%
COMM RELATIONS	10	73	TTL	-	-	-	-	0.00%	18,685	100.00%	3,874	20.73%
ED FOUNDATIO	10	74	TTL	8,628	8,392	5,000	10,025	67.85%	25,000	149.37%	-	0.00%
BOARD OF ED	10	75	TTL	90,403	123,504	120,900	122,853	2.15%	146,200	19.00%	55,826	38.18%
DIR OF BUSIN	10	80	TTL	127,482	132,640	133,945	140,678	-0.97%	151,729	7.86%	31,116	20.51%
CAFETERIA	10	82	TTL	576,177	34,858	59,000	14,452	-40.92%	55,500	284.02%	1,642	2.96%
EMP BENEFITS	10	83	TTL	(208,079)	465,900	232,500	120,423	100.39%	129,600	7.62%	8,546	6.59%
FISCAL SVCS	10	85	TTL	219,383	236,976	246,219	255,369	-3.75%	260,305	1.93%	65,222	25.06%

3 YEAR BUDGET/ACTUAL TOTAL
SUMMARY OF AMENDED CURRENT YEAR BUDGET

September 30, 2013

DEPARTMENT/SUMMARY	FUND	#	DEPT	11 ACTUAL	12 ACTUAL	13 BUDGET	13 ACTUAL	% CHANGE	14 BUDGET	% CHANGE	14 ACTUAL	YTD %
DATA PROCESS	10	90	TTL	291,622	310,305	327,161	317,165	-5.15%	345,493	8.93%	76,382	22.11%
PMT OTH DIST	10	97	TTL	1,378,472	1,089,809	1,293,300	912,609	-15.73%	655,725	-28.15%	357,352	54.50%
ATH/INTERSCH	10	100	TTL	718,891	727,497	788,129	779,851	-7.69%	802,882	2.95%	152,788	19.03%
AQUATICS	10	102	TTL	11,637	5,175	2,500	460	107.01%	-	-100.00%	-	0.00%
INTERSCHOLAS	10	104	TTL	191,172	182,094	246,860	204,664	-26.24%	217,130	6.09%	51,023	23.50%
ARRA TITLE 1	10	851	TTL	8,497	-	-	-	-	-	-	-	0.00%
ARRA IDEA B	10	857	TTL	278,475	41,711	-	-	-	-	-	-	0.00%
ARRA-JOBS ED	10	880	TTL	115,487	1,736	-	-	-	-	-	-	0.00%
ADULT ED	10	902	TTL	99,563	93,306	93,400	75,858	-0.10%	75,000	-1.13%	5,362	7.15%
CTEIG	10	903	TTL	43,652	47,300	48,250	49,084	-1.97%	50,000	1.87%	43,148	86.30%
BILING TBE	10	904	TTL	110,815	95,722	91,250	91,742	4.90%	95,581	4.18%	152	0.16%
A E & L	10	905	TTL	54,482	48,030	48,000	37,001	0.06%	37,001	0.00%	5,258	14.21%
C PERKINS	10	906	TTL	35,086	35,170	35,600	33,535	-1.21%	31,497	-6.08%	4,970	15.78%
TITLE 1-LOW	10	908	TTL	181,335	220,139	165,000	299,809	33.42%	308,846	3.01%	74,070	23.98%
S.S.E. IMPRV	10	914	TTL	2,695	-	-	-	-	-	-	-	0.00%
ISLG GRANT	10	925	TTL	-	1,598	2,900	1,721	-44.90%	2,900	68.50%	-	0.00%
MEDICAID DIRECT DVC	10	929	TTL	173,834	154,317	150,000	149,578	2.88%	150,000	0.28%	16,163	10.78%
94-142 FLOW	10	930	TTL	329,079	410,130	391,700	371,531	4.71%	375,294	1.01%	73,326	19.54%
ADM OUTREACH	10	931	TTL	42,476	23,499	50,000	14,792	-53.00%	52,000	251.54%	12,042	23.16%
TEACHER QUALITY	10	932	TTL	58,061	49,440	55,000	44,633	-10.11%	41,896	-6.13%	771	1.84%
TECH PREP	10	939	TTL	1,000	-	1,000	-	-100.00%	-	0.00%	-	0.00%
FED ADULT ED	10	944	TTL	94,893	90,341	90,850	72,792	-0.56%	72,792	0.00%	4,122	5.66%
LEARN SERVE	10	945	TTL	15,806	13,581	22,259	6,914	-38.98%	-	-100.00%	-	#DIV/0!
EL/CIVICS	10	946	TTL	9,000	8,730	8,700	-	0.34%	-	0.00%	-	#DIV/0!
LIPLEPS	10	950	TTL	37,013	30,026	18,150	26,607	65.43%	20,550	-22.76%	1,326	6.45%
O&M FUND	20	0	TTL	2,673,723	2,736,938	3,105,719	2,769,832	-11.87%	3,053,804	10.25%	804,301	26.34%
DEBT SVC FND	30	0	TTL	3,064,325	3,108,905	3,055,240	3,047,357	1.76%	2,791,075	-8.41%	515	0.02%
TRANSPORTATION	40	0	TTL	1,145,231	991,109	1,117,250	1,090,700	-11.29%	1,117,250	2.43%	63,979	5.73%
SCIENCE	40	4	TTL	-	-	-	128	0.00%	-	-100.00%	-	0.00%
ENGLISH	40	6	TTL	402	(205)	-	(36)	-205.00%	-	-100.00%	-	0.00%
FOREIGN EXCH	40	7	TTL	190	110	-	935	110.00%	800	-14.41%	-	0.00%
MUSIC	40	10	TTL	1,011	113	-	844	113.00%	-	-100.00%	-	0.00%
PHYSICAL DEV	40	11	TTL	-	-	-	-	0.00%	-	0.00%	-	0.00%
SOCIAL STUDIES	40	13	TTL	(97)	(134)	-	91	-134.00%	-	-100.00%	-	0.00%
SPECIAL ED	40	22	TTL	-	-	-	45,797	0.00%	22,500	-50.87%	-	0.00%
BUSINESS ED	40	30	TTL	-	-	-	-	0.00%	-	0.00%	-	0.00%
FACS	40	32	TTL	-	-	-	-	0.00%	-	0.00%	-	0.00%
PHOTOGRAPHY	40	36	TTL	-	(758)	-	758	-758.00%	-	-100.00%	-	0.00%
ATH/INTERSCH	40	100	TTL	71,887	92,259	98,000	94,015	-5.86%	98,000	4.24%	397	0.40%
PEP BUS	40	104	TTL	-	5,314	2,500	2,137	112.55%	2,500	17.00%	-	0.00%
IMRF	50	0	TTL	737,453	393,088	503,291	439,464	-21.90%	461,250	4.96%	117,861	25.55%
SOC SEC & MEDCARE	51	0	TTL	-	419,481	420,161	426,116	-0.16%	417,620	-1.99%	109,815	26.30%
C&I HIGHLAKE	61	0	TTL	-	-	-	-	-	-	-	-	0.00%
CAP OUT ATHL	61	100	TTL	7,479	-	-	-	-	-	-	-	0.00%
HILAKE INTEREST	62	0	TTL	5,319	5,900	-	-	5900.00%	-	0.00%	-	0.00%

3 YEAR BUDGET/ACTUAL TOTAL
SUMMARY OF AMENDED CURRENT YEAR BUDGET

September 30, 2013

DEPARTMENT/SUMMARY	FUND	#	DEPT	11 ACTUAL	12 ACTUAL	13 BUDGET	13 ACTUAL	% CHANGE	14 BUDGET	% CHANGE	14 ACTUAL	YTD %
TECH DEPT	62	14	TTL	-	-	-	-	0.00%		0.00%	-	0.00%
CAPITAL PROJECTS	65	0	TTL	68,876	419,383	57,000	306,288	635.76%	428,000	39.74%	350	0.08%
W/C	70	0	TTL	-	-	8,000	-	-100.00%	5,000	5000.00%	-	0.00%
TORT FUND	80	0	TTL	248,866	281,878	302,450	274,764	-6.80%	309,450	12.62%	273,024	88.23%
		TOTALS		\$ 29,690,617	\$ 29,642,109	\$ 30,561,763	\$ 29,647,269	-9.06%	\$ 31,035,168	3.10%	\$ 6,771,946	21.82%

**COMMUNITY HIGH SCHOOL
DISTRICT 94**
REVENUE AND EXPENDITURE REPORT
LOCAL, STATE, AND FEDERAL GRANTS
Ending September 30, 2013

Percentage of Fiscal Year
25.00%

NAME	SOURCE	CODE	DEPT	AMENDED BUDGET	PRIOR YEAR REVENUE	FY 14 REVENUE	EXPENDITURES	ENCUMBERED	BALANCE	% UNREALIZED REVENUE
Adult Ed Summer School & Computer La	Local	132300	29	\$ 2,200	\$ -	\$ -	\$ -	\$ -	\$ -	100%
Education Foundation/Leadership Mini G	Local	199990	74/918	\$ 25,000	\$ 9,937	\$ -	\$ -	\$ -	\$ -	100%
Adult Ed Citizenship	Local	199998	28	\$ 7,500	\$ 3,785	\$ -	\$ 516	\$ 492	\$ (1,007)	100%
C.T.E.I.G. Vocational Programs	State	322000	903	\$ 50,000	\$ -	\$ -	\$ 43,148	\$ -	\$ (43,148)	100%
Bilingual T.B.E./T.P.I.	State	330500	924/904	\$ 95,581	\$ 36,663	\$ -	\$ 152	\$ -	\$ (152)	100%
Adult Ed State Basic 3-1	State	340000	902	\$ 75,000	\$ 6,322	\$ -	\$ 5,362	\$ 4,115	\$ (9,477)	100%
Adult Ed Performance	State	340100	905	\$ 37,001	\$ 3,083	\$ -	\$ 5,258	\$ 241	\$ (5,499)	100%
State Library Grant	State	380000	925	\$ 1,400	\$ -	\$ -	\$ -	\$ 1,611	\$ (1,611)	100%
Title 1 Low Income NCLB	Federal	430000	908	\$ 185,000	\$ 105,990	\$ -	\$ 74,070	\$ -	\$ (74,070)	100%
I.D.E.A. Flow Thru Sub-Grant **	Federal	462000	930	\$ 375,294	\$ 85,371	\$ -	\$ 73,326	\$ 5,089	\$ (78,415)	100%
Title IIC Carl Perkins - Voc Ed	Federal	474500	906	\$ 31,497	\$ -	\$ -	\$ 4,970	\$ 99	\$ (5,069)	100%
Tech Prep Perkins Mini Grant	Federal	477000	939	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Adult Ed Federal Basic	Federal	480000	944	\$ 72,792	\$ -	\$ -	\$ 4,122	\$ 619	\$ (4,741)	100%
Learn & Serve Grant	Federal	491000	945	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Adult Ed EI Civics	Federal	480500	946	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Medicaid Direct Service Costs **	Federal	490000	929	\$ 150,000	\$ -	\$ 69,429	\$ 16,163	\$ 400	\$ 52,866	54%
Medicaid Administrative Outreach **	Federal	490000	931	\$ 52,000	\$ -	\$ 7,643	\$ 12,042	\$ 1,578	\$ (5,977)	85%
Title III LIPLEPS	Federal	490900	950	\$ 20,550	\$ 9,189	\$ -	\$ 1,326	\$ 200	\$ (1,526)	100%
Title II A Teacher Quality NCLB	Federal	493200	932	\$ 41,896	\$ 9,875	\$ -	\$ 771	\$ -	\$ (771)	100%
TOTAL				\$ 1,222,711	\$ 270,215	\$ 77,072	\$ 241,226	\$ 14,443	\$ (178,597)	93.7%

** Special Ed Grants

COMMUNITY HIGH SCHOOL

DISTRICT 94

LOCAL, STATE, FEDERAL GRANTS
Ending September 30, 2013

Percent of Fiscal Year
25.00%

SEPTEMBER 30, 2013

GRANT REVENUE

NAME	SOURCE	CODE	DEPT	DIST. BUDGET	AMENDED*	PRYR LATE REVENUE	FY14 REVENUE	\$ UNREALIZED	% UNREALIZED	% REALIZED
Adult Ed Summer School & Comput	Local	132300	29	\$ 2,200	\$ 2,200	\$ -	\$ -	\$ 2,200	100%	0%
Education Foundation/Leadership M	Local	199990	74/918	\$ 25,000	\$ 25,000	\$ 9,937	\$ -	\$ 25,000	0%	0%
Adult Ed Citizenship	Local	199998	28	\$ 7,500	\$ 7,500	\$ 3,785	\$ -	\$ 7,500	100%	0%
C.T.E.I.G. Vocational Programs	State	322000	903	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ 50,000	100%	0%
Bilingual T.B.E./T.P.I.	State	330500	924/904	\$ 95,581	\$ 95,581	\$ 36,663	\$ -	\$ 95,581	100%	0%
Adult Ed State Basic 3-1	State	340000	902	\$ 75,000	\$ 75,000	\$ 6,322	\$ -	\$ 75,000	100%	0%
Adult Ed Performance	State	340100	905	\$ 37,001	\$ 37,001	\$ 3,083	\$ -	\$ 37,001	100%	0%
State Library Grant	State	380000	925	\$ 1,400	\$ 1,400	\$ -	\$ -	\$ 1,400	100%	0%
Title 1 Low Income NCLB	Federal	430000	908	\$ 185,000	\$ 185,000	\$ 105,990	\$ -	\$ 185,000	100%	0%
I.D.E.A. Flow Thru Sub-Grant **	Federal	462000	930	\$ 375,294	\$ 375,294	\$ 85,371	\$ -	\$ 375,294	100%	0%
Title IIC Carl Perkins - Voc Ed	Federal	474500	906	\$ 31,497	\$ 31,497	\$ -	\$ -	\$ 31,497	100%	0%
Tech Prep Mini Perkins Grant	Federal	477000	939	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
Adult Ed Federal Basic	Federal	480000	944	\$ 72,792	\$ 72,792	\$ -	\$ -	\$ 72,792	100%	0%
Learn and Serve Grant	Federal	491000	945	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
Adult Ed El Civics	Federal	480500	946	\$ -	\$ -	\$ -	\$ -	\$ -	0%	0%
Medicaid Direct Service Costs **	Federal	490000	929	\$ 150,000	\$ 150,000	\$ -	\$ 69,429	\$ 80,571	54%	46%
Medicaid Administrative Outreach **	Federal	490000	931	\$ 52,000	\$ 52,000	\$ -	\$ 7,643	\$ 44,357	85%	15%
Title III LIPLEPS	Federal	490900	950	\$ 20,550	\$ 20,550	\$ 9,189	\$ -	\$ 20,550	100%	0%
Title II A Teacher Quality NCLB	Federal	493200	932	\$ 41,896	\$ 41,896	\$ 9,875	\$ -	\$ 41,896	100%	0%
TOTAL				\$ 1,222,711	\$ 1,222,711	\$ 270,215	\$ 77,072	\$ 1,145,639	93.7%	6.3%

* Amended Revenue activity may occur throughout FY13/14 impacting expenditure activity

GRANT EXPENDITURES

NAME	SOURCE	CODE	DEPT	DIST. BUDGET	AMENDED BUDG	EXPENDITURE	ENCUMBERED	BUDGET BALANCE	% UNENCUMBERED	% ENCUMBERED
Adult Ed Summer School & Comput	Local	132300	29	\$ 2,200	\$ 2,200	-	\$ -	\$ 2,200	0%	0%
Education Foundation/Leadership M	Local	199990	74/918	\$ 25,000	\$ 25,000	-	\$ -	\$ 25,000	0%	0%
Adult Ed Citizenship	Local	199998	28	\$ 7,500	\$ 7,500	516	\$ 492	\$ 6,493	87%	13%
C.T.E.I.G. Vocational Programs	State	322000	903	\$ 50,000	\$ 50,000	43,148	\$ -	\$ 6,852	14%	86%
Bilingual T.B.E./T.P.I.	State	330500	924/904	\$ 95,581	\$ 95,581	152	\$ -	\$ 95,429	100%	0%
Adult Ed State Basic 3-1	State	340000	902	\$ 75,000	\$ 75,000	5,362	\$ 4,115	\$ 65,523	87%	13%
Adult Ed Performance	State	340100	905	\$ 37,001	\$ 37,001	5,258	\$ 241	\$ 31,502	85%	15%
State Library Grant	State	380000	925	\$ 1,400	\$ 1,400	-	\$ 1,611	\$ (211)	-15%	115%
Title 1 Low Income NCLB	Federal	430000	908	\$ 185,000	\$ 185,000	74,070	\$ -	\$ 110,930	60%	40%
I.D.E.A. Flow Thru Sub-Grant **	Federal	462000	930	\$ 375,294	\$ 375,294	73,326	\$ 5,089	\$ 296,879	79%	21%
Title IIC Carl Perkins - Voc Ed	Federal	474500	906	\$ 31,497	\$ 31,497	4,970	\$ 99	\$ 26,428	84%	16%
Tech Prep Mini Perkins Grant	Federal	477000	939	\$ -	\$ -	-	\$ -	\$ -	0%	0%
Adult Ed Federal Basic	Federal	480000	944	\$ 72,792	\$ 72,792	4,122	\$ 619	\$ 68,051	93%	7%
Learn and Serve Grant	Federal	491000	945	\$ -	\$ -	-	\$ -	\$ -	0%	0%
Adult Ed El Civics	Federal	480500	946	\$ -	\$ -	-	\$ -	\$ -	0%	0%
Medicaid Direct Service Costs **	Federal	490000	929	\$ 150,000	\$ 150,000	16,163	\$ 400	\$ 133,437	89%	11%
Medicaid Administrative Outreach **	Federal	490000	931	\$ 52,000	\$ 52,000	12,042	\$ 1,578	\$ 38,380	74%	26%
Title III LIPLEPS	Federal	490900	950	\$ 20,550	\$ 20,550	1,326	\$ 200	\$ 19,024	93%	7%
Title II A Teacher Quality NCLB	Federal	493200	932	\$ 41,896	\$ 41,896	771	\$ -	\$ 41,125	98%	2%
TOTAL				\$ 1,222,711	\$ 1,222,711	\$ 241,226	\$ 14,443	\$ 967,042	79%	21%

** Special Ed Grants

**COMMUNITY HIGH SCHOOL
DISTRICT 94
PETTY CASH FUND
September 30, 2013**

This listing represents payments from the High School Cash Fund for September 30, 2013. Reimbursement for the following paid from this fund is hereby requested from the Board of Education of Community High School District 94, West Chicago, Illinois at its regular meeting on October 15, 2013.

<u>DATE PAID</u>	<u>PAID TO</u>	<u>FOR</u>	<u>AMOUNT</u>
Sep 17, 2013	Cheryl Glunt	Engraving Fees	\$ 5.00
Sep 26, 2013	Baltazar Padilla	Postage	12.06
			<u>\$ 17.06</u>

Director of Business Services

October 9, 2013
Date

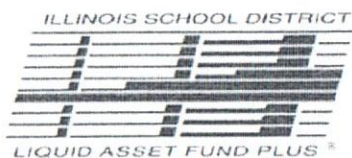
LOC	LOC	September 2013-14 Beginning Balance	September 2013-14 Debits	September 2013-14 Credits	September 2013-14 Monthly Activity	Ending Balance
99	STUDENT ACTIVITY					
505	CHES	1,925.88CR				1,925.88CR
506	SPED RECYC/SHRD	1,462.91CR		15.82	-15.82	1,478.73CR
507	BEST BUDDIES	4,411.49CR				4,411.49CR
508	CRTE ENT	820.21CR				820.21CR
511	ART COLLECTION	301.03CR				301.03CR
513	INTL CLUB	1,403.50CR				1,403.50CR
514	CHRONICLE	7,756.51CR	248.00		248.00	7,508.51CR
515	CHEERLEADING	11,360.76CR	10,691.89	878.55	9,813.34	1,547.42CR
516	DANCE PROD	3,402.01CR				3,402.01CR
517	SPEECH	36.39CR				36.39CR
518	FBLA	2,198.53CR	286.57	103.47	183.10	2,015.43CR
520	GERMAN CLUB	1,365.55CR				1,365.55CR
521	FICA-SKILLS	2,485.83CR	581.02	50.00	531.02	1,954.81CR
524	HORTICULTURE	2,569.62CR				2,569.62CR
526	PEP CLUB	303.24CR		2,448.00	-2,448.00	2,751.24CR
527	POMS	844.79CR	1,404.75	2,151.35	-746.60	1,591.39CR
528	SNOWBALL	3,698.16CR				3,698.16CR
529	SADD	1,662.78CR				1,662.78CR
530	EXCHANGE	6,048.52CR	145.99	1,000.00	-854.01	6,902.53CR
531	SPANISH CLUB	3,365.91CR				3,365.91CR
533	STUDENT COUNCIL	56,596.61CR	3,841.00	1,730.24	2,110.76	54,485.85CR
534	SUNDRY	1,651.40CR				1,651.40CR
535	THESPIANS	10,208.08CR	2,481.00	2,368.30	112.70	10,095.38CR
536	VOCATIONAL SIGN	1,400.54CR				1,400.54CR
537	YEARBOOK	10,101.72CR				10,101.72CR
538	BAND-JAZZ	1,093.82CR	1,168.17	3,337.00	-2,168.83	3,262.65CR
539	CHORAL-CHOIR	1,519.18CR	83.25	5,201.00	-5,117.75	6,636.93CR
540	ORCHESTRA	1,831.92CR		1,183.00	-1,183.00	3,014.92CR
541	KEY CLUB	3,084.13CR		2,500.00	-2,500.00	5,584.13CR
542	ANL	17,713.73CR				17,713.73CR
543	WEGO CARES	1,139.97CR				1,139.97CR
544	SCHOLASTIC BOWL	213.44CR				213.44CR
545	PHOTOGRAPHY	123.01CR				123.01CR
547	NHS	678.71CR				678.71CR
548	GSA	596.23CR				596.23CR
549	CREATIVE WRITNG	715.66CR				715.66CR
551	TRANSITION CTR	2,827.47CR		40.00	-40.00	2,867.47CR
560	WEGO 2 AFR	1,373.66CR	1,000.00		1,000.00	373.66CR

LOC	LOC	September 2013-14 Beginning Balance	September 2013-14 Debits	September 2013-14 Credits	September 2013-14 Monthly Activity	Ending Balance
99	STUDENT ACTIVITY					
561	SLC9 2 AFRICA	2,503.70CR				2,503.70CR
562	PRESCHOOL	1,560.93CR	16.00	251.45	-235.45	1,796.38CR
563	Teen Mom	167.87CR	48.00		48.00	119.87CR
564	HUMANITIES/SSS	1,950.00CR				1,950.00CR
570	ADAMS EXPRESS	28.78CR				28.78CR
572	SPORTSFEST	1,811.58CR				1,811.58CR
573	TARGET	5.13CR	62.45	2,506.36	-2,443.91	2,449.04CR
574	AMEILA ALLMART	236.00CR				236.00CR
576	OUT/BD AT RISK	0.57CR				0.57CR
581	PR YR AD ED SS	4,114.53CR				4,114.53CR
582	STEP PROJECT	599.06CR				599.06CR
583	STEPPERS	643.35CR	600.00	838.00	-238.00	881.35CR
584	GREEN CLUB	473.68CR	174.00		174.00	299.68CR
585	FRENCH CLUB	407.54CR				407.54CR
587	LIFESMARTS	744.72CR				744.72CR
589	CONSUMER ED	242.84CR				242.84CR
591	TECHNOLOGY	5.50CR				5.50CR
592	HABITAT FOR HUM	25.92CR				25.92CR
600	ATHLETIC TRAINR	1,171.84CR				1,171.84CR
601	BADMINTON	669.36CR				669.36CR
602	BASEBALL	11,295.27CR	50.00	700.00	-650.00	11,945.27CR
603	BOY'S BB	737.39CR				737.39CR
604	BOY'S CROSS CTY	2,097.17CR	984.68		984.68	1,112.49CR
605	BOY'S SOCCER	2,327.14CR	7,689.40	6,037.00	1,652.40	674.74CR
606	BOY'S TENNIS	320.33CR				320.33CR
607	BOY'S TRACK	2,078.01CR				2,078.01CR
608	GIRL'S FDR BB	509.07CR				509.07CR
609	FOOTBALL	19,656.30CR	8,121.94	1,795.00	6,326.94	13,329.36CR
610	GIRL'S BASKETBL	4,578.34CR	450.00		450.00	4,128.34CR
611	GIRL'S CROSS CT	2,177.04CR	400.00	616.13	-216.13	2,393.17CR
612	GIRL'S SOCCER	2,255.06CR				2,255.06CR
613	GIRL'S TENNIS	1,522.20CR	28.31		28.31	1,493.89CR
614	GIRL'S TRACK	723.84CR	700.00		700.00	23.84CR
615	GOLF	3,536.62CR				3,536.62CR
616	MUSIC	5,346.88CR	419.31		419.31	4,927.57CR
617	SOFTBALL	2,729.67CR				2,729.67CR
618	BOYS SWIM TEAM	5,018.90CR				5,018.90CR
619	VOLLEYBALL	12,165.02CR	506.60	330.00	176.60	11,988.42CR

LOC	LOC	September 2013-14 Beginning Balance	September 2013-14 Debits	September 2013-14 Credits	September 2013-14 Monthly Activity	Ending Balance
99	STUDENT ACTIVITY					
621	WRESTLING	1,799.44CR				1,799.44CR
622	ATHLETIC DIR	66.85CR				66.85CR
623	GIRLS SWIM TEAM	4,529.22CR	1,437.50		1,437.50	3,091.72CR
---	*STUDENT ACTIVI	273,125.56CR	43,619.83	36,080.67	7,539.16	265,586.40CR
<hr/>						
	Grand Equity To	273,125.56CR	43,619.83	36,080.67	7,539.16	265,586.40CR

Number of Accounts: 79

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



10242-101
COMMUNITY HIGH SCHOOL DIST 94 / INVESTED FUNDS
DOUGLAS DOMERACKI
326 JOLIET STREET

Activity Statement

FRI, Liquid Class, Max Class (Combined)

PMA Financial Network, Inc.
 2135 CityGate Lane
 7th Floor
 Naperville, Illinois 60563
 Telephone : (630) 657-6400
 Facsimile : (630) 718-8701
<http://gps.pmanetwork.com/>

9/1/13 to 9/30/13

AS 242		WEST CHICAGO, IL 60185-				9/1/13 to 9/30/13			
DTC	26707	5/23/12	5/25/12	5/27/14	0.8% - GE Capital Financial Inc Certificate of Deposit	\$248,000.00	\$248,236.67	0.752	\$248,374.48
CD	190302	9/17/13	9/17/13	5/29/14	FAR EAST NATIONAL BANK	\$249,921.05	\$249,500.00	0.243	\$249,500.00
DTC	26712	5/23/12	5/30/12	5/30/14	0.8% - Goldman Sachs Bank USA Certificate of Deposit	\$248,000.00	\$248,233.34	0.753	\$248,376.96
DTC	26708	5/23/12	5/31/12	6/2/14	0.8% - Compass Bank Certificate of Deposit	\$248,000.00	\$248,236.67	0.752	\$248,637.36
DTC	26881	6/7/12	6/15/12	6/16/14	0.85% - Firstbank Of Puerto Rico Certificate of Deposit	\$249,000.00	\$249,237.75	0.802	\$249,654.87
CD	186948	6/21/13	6/21/13	6/23/14	BANK OF EAST ASIA	\$249,976.82	\$249,400.00	0.230	\$249,400.00
CD	186949	6/21/13	6/21/13	6/23/14	ONEWEST BANK FSB	\$249,972.14	\$249,200.00	0.308	\$249,200.00
CD	186950	6/21/13	6/21/13	6/23/14	IDB BANK- NY	\$249,976.77	\$249,400.00	0.230	\$249,400.00
CD	186951	6/21/13	6/21/13	6/23/14	BANK OF CHINA	\$249,979.14	\$249,400.00	0.231	\$249,400.00
CD	186952	6/21/13	6/21/13	6/23/14	PRIVATE BANK - MI	\$249,977.39	\$249,400.00	0.230	\$249,400.00
CD	186953	6/21/13	6/21/13	6/23/14	PLAINSCAPITAL BANK	\$249,979.27	\$249,400.00	0.231	\$249,400.00
CD	186954	6/21/13	6/21/13	6/23/14	ROCKFORD B&TC	\$249,976.77	\$249,400.00	0.230	\$249,400.00
CD	186955	6/21/13	6/21/13	6/23/14	AFFILIATED BANK	\$249,976.77	\$249,400.00	0.230	\$249,400.00
CD	186956	6/21/13	6/21/13	6/23/14	BANCO POPULAR NORTH AMERICA	\$82,665.91	\$82,500.00	0.200	\$82,500.00
CD	186957	6/21/13	6/21/13	6/23/14	BANCO POPULAR NORTH AMERICA	\$83,166.91	\$83,000.00	0.200	\$83,000.00
CD	186958	6/21/13	6/21/13	6/23/14	BANCO POPULAR NORTH AMERICA	\$84,166.92	\$83,998.00	0.200	\$83,998.00
CD	186959	6/21/13	6/21/13	6/23/14	BANK OF THE WEST	\$249,996.90	\$249,470.00	0.210	\$249,470.00
DTC	27424	7/11/12	7/18/12	7/18/14	1% - BMW Bank Of North America Certificate of Deposit	\$248,000.00	\$248,230.29	0.953	\$248,748.96
DTC	27778	8/22/12	8/29/12	8/29/14	0.9% - Sallie Mae Bank Certificate of Deposit	\$248,000.00	\$248,231.81	0.853	\$248,520.80
DTC	29765	6/20/13	6/26/13	6/26/15	0.5% - Discover Bank Certificate of Deposit	\$249,000.00	\$248,901.04	0.520	\$247,784.88
DTC	29762	6/20/13	6/28/13	6/29/15	0.5% - Safra National Bank Certificate of Deposit	\$249,000.00	\$249,347.21	0.430	\$247,807.29
DTC	29763	6/20/13	6/28/13	6/29/15	0.6% - Ally Bank Certificate of Deposit	\$249,000.00	\$248,901.03	0.620	\$247,767.45
DTC	29764	6/20/13	7/10/13	7/10/15	0.4% - Enerbank USA Certificate of Deposit	\$249,000.00	\$248,851.27	0.430	\$247,732.59

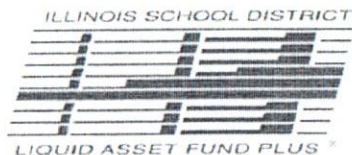
Totals for Period: \$25,122,924.07 \$25,111,907.83 \$25,107,254.09

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CDR, CD, DTC, TS, CP, & SEC desk.

Time and Dollar Weighted Portfolio Yield: 0.303% Weighted Ave. Portfolio Maturity: 172.38 Days

TS: 51.37% MM: 18.87% CP: 0.00% SEC: 0.00%

CD: 13.91% DTC: 15.85%



10242-202

COMMUNITY HIGH SCHOOL DIST 94 / SITE & CONSTRUCTION II

DOUGLAS DOMERACKI

326 JOLIET STREET

AS 2504

WEST CHICAGO, IL 60185-

Activity Statement

FRI, Liquid Class, Max Class (Combined)

PMA Financial Network, Inc.

2135 CityGate Lane

7th Floor

Naperville, Illinois 60563

Telephone : (630) 657-6400

Facsimile : (630) 718-8701

<http://gps.pmanetwork.com/>

9/1/13 to 9/30/13

Investment Portfolio

As of 9/30/13

Current Portfolio

Desk	Trans	Trade	Settlement	Maturity	Provider/Instrument Name	Face Amount	Cost	Rate	Market Value
MMA			9/30/13		ISDLAF+ LIQ Account	\$8.22	\$8.22	0.010	\$8.22
MMA			9/30/13		ISDLAF+ MAX Account	\$3,877,104.23	\$3,877,104.23	0.040	\$3,877,104.23
Totals for Period:						\$3,877,112.45	\$3,877,112.45		\$3,877,112.45

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CDR, CD, DTC, TS, CP, & SEC desk.

Time and Dollar Weighted Portfolio Yield: 0.000 % Weighted Ave. Portfolio Maturity: 0.00 Days

CD: 0.00%

MM: 100.00%

CP: 0.00%

SEC: 0.00%

[Welcome](#)[Reports](#)[Transfers and Payments](#)[Administration](#)[Account activity](#)[Account summary](#)

Account Activity

[Print this page](#)

To view activity for different accounts or to search for specific transactions, go to [Account Activity Criteria](#).

To view more summary data for the accounts listed below, go to [Additional Account Information](#).

Report created: 10/09/2013 11:27:19 AM (ET)
Account: 071905943 • *5336 • Checking • Money Market • Available \$1,197,939.43
Date range: 9/1/2013 to 10/1/2013
Transaction types: All transactions
Detail option: Includes transaction detail

[Search completed transactions](#) • [14 day view](#) Download this report as:

071905943 • *5336 • Checking • Money Market • Available \$1,197,939.43 [Make an express transfer](#)

Post Date	Reference	Additional Reference	Image	Description	Debit	Credit	Calculated Balance
09/06/2013	0000000000000000			INTEREST CREDIT		\$25.27	\$1,197,837.66
09/13/2013	0000000000000000			INTEREST CREDIT		\$25.27	\$1,197,862.93
09/20/2013	0000000000000000			INTEREST CREDIT		\$25.27	\$1,197,888.20
09/27/2013	0000000000000000			INTEREST CREDIT		\$25.27	\$1,197,913.47
10/01/2013	Totals				\$0.00	\$101.08	

[How Do I...](#)[Terms](#)[FAQs](#)



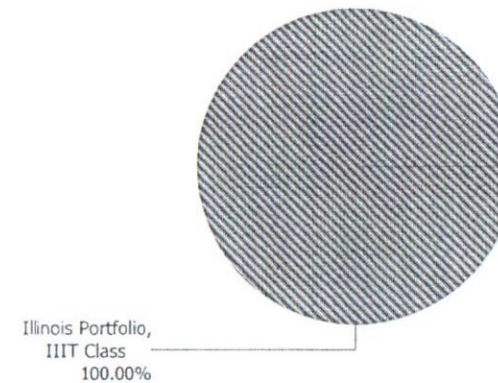
Account Statement - Transaction Summary

For the Month Ending **September 30, 2013**

BOARD OF EDUCATION COMM HIGH SD - GENERAL FUND - 450077

Illinois Portfolio, IIIT Class	
Opening Market Value	4,041,146.83
Purchases	106.99
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$4,041,253.82
Cash Dividends and Income	86.63

Asset Summary		
	September 30, 2013	August 31, 2013
Illinois Portfolio, IIIT Class	4,041,253.82	4,041,146.83
Total	\$4,041,253.82	\$4,041,146.83
Asset Allocation		



**COMMUNITY HIGH SCHOOL
DISTRICT 94**

**October 15, 2013
7:00 p.m.
Board of Education Meeting**

**SECTION B -
Regular Meeting Attachments**

Community High School District 94

326 Joliet Street – West Chicago, IL 60185

Good News of the District

West Chicago Boys' Golf – Upstate Eight Valley Division Champions

The West Chicago Boys' Golf team captured the Valley Division Championship of the Upstate Eight Conference on October 2, 2013. Under first year head coach, Mr. Neal Golyshko – Language Arts teacher at Lemay Middle School - Mitch Henke (Senior), Dino Parducci (Senior), Ryan Orr (Senior), Nick Tomei (Senior), Mike Miller (Junior), and Ryan Hancock (Sophomore) put in their best performance of the season to pull off an upset and capture the title. In an article by the Daily Herald, Ryan Orr said “It’s a really special feeling being a part of this. (West Chicago) hasn’t come in first at conference since the 70’s.” Congratulations to Coach Golyshko and the Boys' Golf team!



Illinois
Association of School
Boards

Barbara B. Toney
Field Services Director

2921 Baker Drive
Springfield, Illinois
62703
217.528.9688,
ext. 1263

One Imperial Place
1 East 22nd Street, Suite 20
Lombard, Illinois
60148
630.629.3776,
ext. 1263

DuPage Division Election October 29, 2013

To: DuPage Division Board Presidents, Governing Board
Representatives and Superintendents

The spring dinner meeting is scheduled for **October 29, 2013**, at the **W. A. Johnson School** in Bensenville beginning at 5:45 p.m. Our featured speaker for the evening is **Steve Dembo**, from Discovery Education, with a program entitled, "**Learning to Speak Native: How education is being transformed in 140 characters or Less.**" There will also be an election of officers and presentation of IASB awards.

In compliance with DuPage Division By-laws, we are providing you with the slate of officers for the division for 2013-2015. Respectfully submitted by the Nominating Committee for the DuPage Division:
Robert Friend, Glenbard THSD 87, Nominating Chair:

For:

Director: **Rosemary Swanson**, Wheaton-Warrenville CUSD 200
Chair: **Robert Friend**, Glenbard THSD 87

Vice Chair: **Tom Ruggio**, Woodridge SD 68

Resolutions/Legislative Chair: **Terry Fielden**, Naperville CUSD 203

Directors-at-Large: **Cathy Piehl**, Indian Prairie CUSD 204; **Jean Randazzo**, Marquardt SD 15; and **Mary Rivera**, Fenton THSD 100

Procedure:

Each board has one vote in the election. The Governing Board Representative for your board votes on behalf of your board. If the Governing Board Representative is unable to attend (or your board didn't appoint a Governing Board Representative), another member of the board should be delegated to vote on behalf of the board. All members of the board should review the slate and advise the representative regarding your support for the candidates. Nominations from the floor (with the explicit approval of the candidate) are accepted. Often there is a simple voice vote for uncontested positions.

As the Governing Board Representative and/or Board President, please alert your board members and encourage them to attend this event. We are eager to encourage newly elected board members to attend the dinner. Please help promote this opportunity for your new and veteran board members.

The cost of the meeting is **\$36 per person** and you can make your reservations using any of the following methods.

Online at <https://www.iasb.com/calendar/register.cfm?ID=1984>

Fax to Judy Niezgoda at 630/629-3940

Telephone 630/629-3776, ext. 1220

Email to jniezgoda@iasb.com

Thank you for your contribution to the DuPage Division and public education.

Barbara B. Toney
Director, Field Services
btoney@iasb.com

From: David Blatchley
Sent: Monday, October 07, 2013 12:20 PM
To: info@theachievementacademy.net
Subject: FOIA received on October 3, 2013

Kwame Asante:

Attached is a spreadsheet containing the requested information from your FOIA, which we received via fax (scanned and attached to this email) on October 3, 2013.

Dave Blatchley, PHR
Director of Human Resources
Community High School District 94
630.876.6216

Re: Freedom of Information Act Request

Dear FOIA officer/Human Resource Officer

This is a request under the Freedom of Information Act.
I request that a copy of the following documents or information of all employees of schools offering Supplemental Educational Services (SES) be provided to our organization:

Full Employee Name
School district assigned email address
School Site presently employed
Grade/subject taught or title of position employed
Physical Address of School Site employed

In order to help to determine my status for purposes of determining the applicability of any fees, you should know that I am a representative affiliated with the NAACP, a non-profit organization and I am seeking information for use in our education resource guide.

I request a waiver of all fees for this request. Disclosure of the requested information to me is in the public interest because it is likely to contribute significantly to public understanding of the staffing operations or employees of schools and is not primarily in my commercial interest.

I request that the information I seek be provided in electronic format, emailed to info@theachievementacademy.net

I ask that my request receive expedited processing because of the inclusion of the following information in public information disseminated to parents in the furtherance of education opportunities. The urgency to inform the public concerning the need to easily access information relative to their child's schools should correspond with the start of school which has currently commenced.

I also include a telephone number at which I can be contacted during the hours of 8am -4pm if necessary, to discuss any aspect of my request. As a courtesy, a copy of the Freedom of Information Act State Law has been included.

Thank you for your consideration of this request.

Sincerely,

/s/ Kwame Asante'

Kwame Asante, Esq.

1150 Florida Blvd.

Baton Rouge, LA 70802

225-214-7804 Office

225-214-7801 Fax

Under the Illinois Freedom of Information Act (5 ILCS 140), records in possession of public agencies may be accessed by the public upon written request. Pursuant to 5 ILCS 140, Section 2(c), a public record is any records, reports, forms, writings, letters, memoranda, books, papers, maps, photographs, cards, tapes, recordings, electronic data processing records, recorded information and all other documentary materials, regardless of physical form or characteristics, having been prepared, or having been or being used, received, possessed or under the control of any public body. Records that are not subject to release via the FOIA process include confidential and trade secret information.

**COMMUNITY HIGH SCHOOL
DISTRICT 94**

October 1, 2013

MEMORANDUM

TO: Dr. Domeracki

FROM: M. Cheng

RE: **STUDENT ATTENDANCE - SEPTEMBER, 2013**

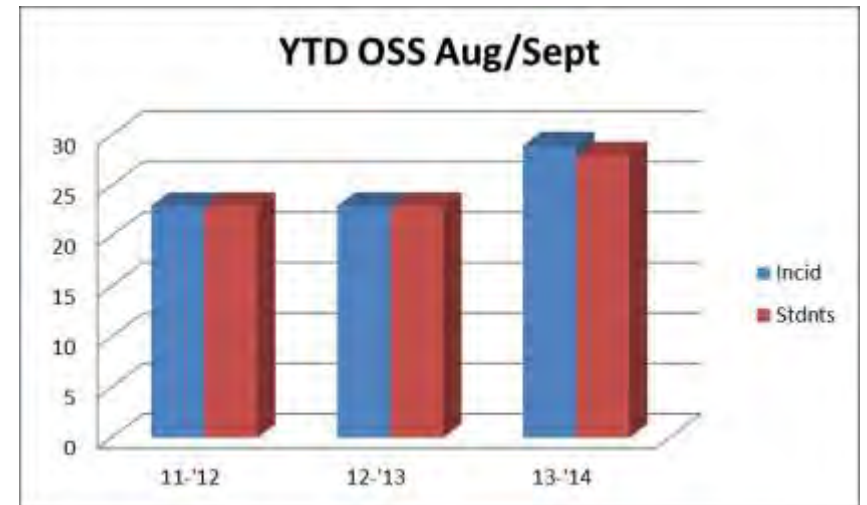
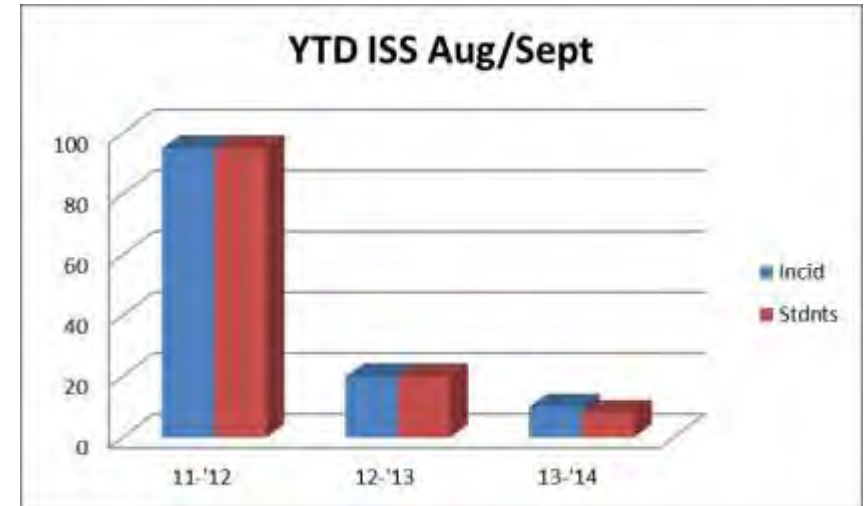
<u>September</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Average Daily Enrollment	2103.93	2146.02	2198.00	2118.11	2102.96	1993.19
Average Daily Attendance	2011.55	2039.06	2119.55	2034.00	1990.04	1909.10
Percent Attendance	95.61	95.02	96.43	95.71	94.63	95.78
Students Added						36
Students Dropped						68

<u>Percent Attendance for Previous Months:</u>		
March, 2013	-	90.97
April, 2013	-	90.06
May/June, 2013	-	91.01

MC/lk

Discipline Report for August/September 2013

REASON FOR SUSPENSION	2011 OCC	2012 OCC	2013 OCC		2011 STD	2012 STD	2013 STD
IN SCHOOL SUSPENSION							
DISOBEDIENCE/DISRESPECT-ISS	0	3	3		0	3	1
DISOBEDIENCE/TARDY-ISS	64	2	0		64	2	0
DISOBEDIENCE/TRUANCY-ISS	28	14	7		28	14	7
ELECTRONIC DEVICE - ISS	0	1	0		0	1	0
SATURDAY SCHOOL-ISS	1	0	0		1	0	0
OTHER	2	0	0		2	0	0
YTD TOTAL ISS SUSPENSIONS	95	20	10		95	20	8
OUT OF SCHOOL SUSPENSION							
DISOBEDIENCE/DISRESPECT-OSS	11	3	2		11	3	2
DISOBEDIENCE/TARDY-OSS	0	0	0		0	0	0
DISOBEDIENCE/TRUANCY-OSS	0	1	2		0	1	1
ELECTRONIC DEVICE - OSS	0	1	1		0	1	1
FIGHTING-OSS	9	6	12		9	6	12
GANG REPRESENTATION/WEAPONS-OSS	1	0	3		1	0	3
ILLEGAL ACT/U.I. ALCOHOL-OSS	1	5	0		1	5	0
ILLEGAL ACT/U.I. MARIJUANA-OSS	0	1	3		0	1	3
SATURDAY SCHOOL-OSS	0	5	5		0	5	5
THEFT-OSS	1	1	1		1	1	1
OTHER	0	0	0		0	0	0
YTD TOTAL OSS SUSPENSIONS	23	23	29		23	23	28



Data Analysis

2012–2013: EPAS, AP, AVID, Bridge 8.5,

Community High School District 94

Board of Education

October 15, 2013

Assessment Predictability

Terms:

ACT	ACT exam taken by all juniors in April as part of Illinois' required PSAE. ACT is also the name of the company that has created the ACT exam and other exams used in predictability.
Retired ACT	An old ACT exam that ACT has been retired and released to schools for purchase and use. This exam is administered to all sophomores at the same time that Juniors are taking Day 2 of the PSAE.
PLAN	An ACT designed exam administered to all Freshman students at the same time that Juniors are taking Day 2 of the PSAE. Since the PLAN is an exam typically administered to Sophomores, the scores received may be deflated.
EXPLORE	An ACT designed exam administered to all 8 th grade students at their middle schools in October of their 8 th grade year. The EXPLORE was designed to be administered in the 8 th or 9 th grade.
EPAS	The series of sequential tests designed by ACT to predict how students are growing. EPAS refers to ACT's <u>E</u> ducational <u>P</u> lanning and <u>A</u> ssessment <u>S</u> ystem and involves the use of the EXPLORE, PLAN, and ACT to measure growth and progress. ACT describes the typical growth pattern as being a 5 point growth from EXPLORE to ACT. In addition, ACT has established that the best measure of predictability is through the use of the Composite score rather than the use of any sub tests (English, Reading, Math, Science).

Testing Administration Dates:

EXPLORE: October of 8th grade

PLAN: April (PSAE Day 2) of 9th grade

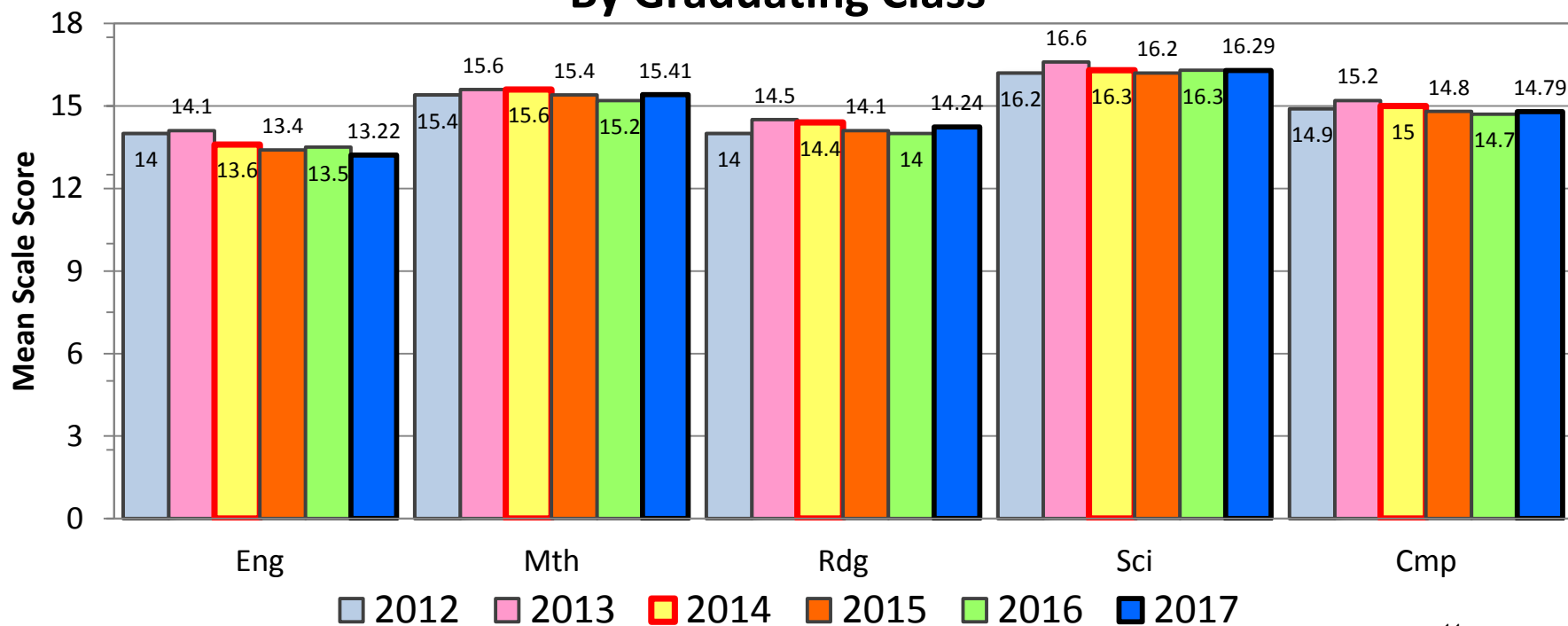
Retired ACT: April (PSAE Day 2) of 9th grade

ACT: April (PSAE Day 1)

Incoming Explore Scores

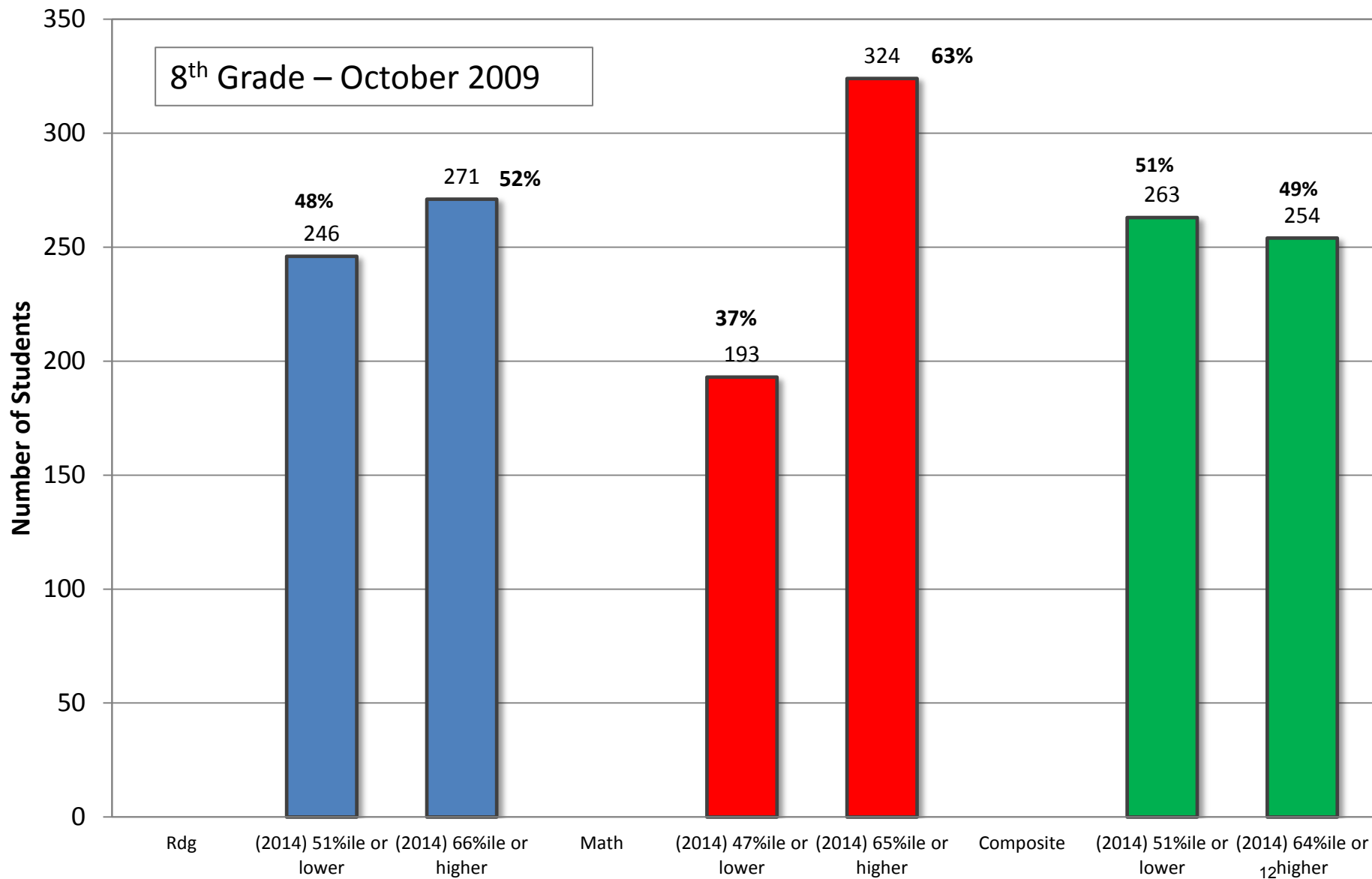
Class Of:	Test Yr	Eng	Mth	Rdg	Sci	Cmp	#Tested
2012	2008	14.03	15.36	14.01	16.2	14.9	469
2013	2009	14.14	15.62	14.5	16.57	15.21	517
2014	2010	13.6	15.56	14.43	16.32	14.98	517
2015	2011	13.42	15.4	14.14	16.24	14.8	485
2016	2012	13.47	15.2	14	16.28	14.74	494
2017	2013	13.22	15.41	14.24	16.29	14.79	490

Mean Incoming Explore Scale Score By Graduating Class



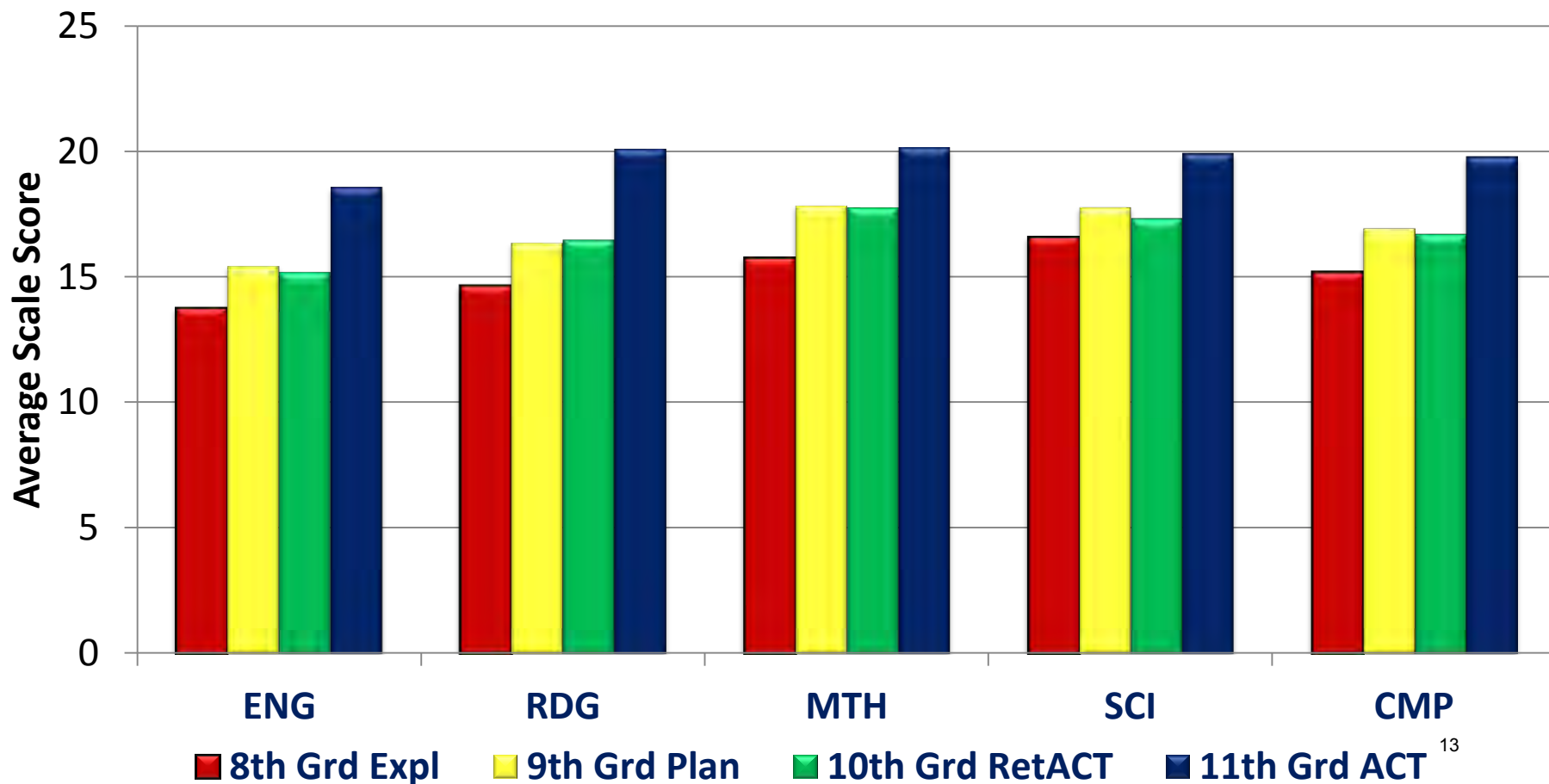
Class of 2014 EXPLORE Groups

8th Grade – October 2009

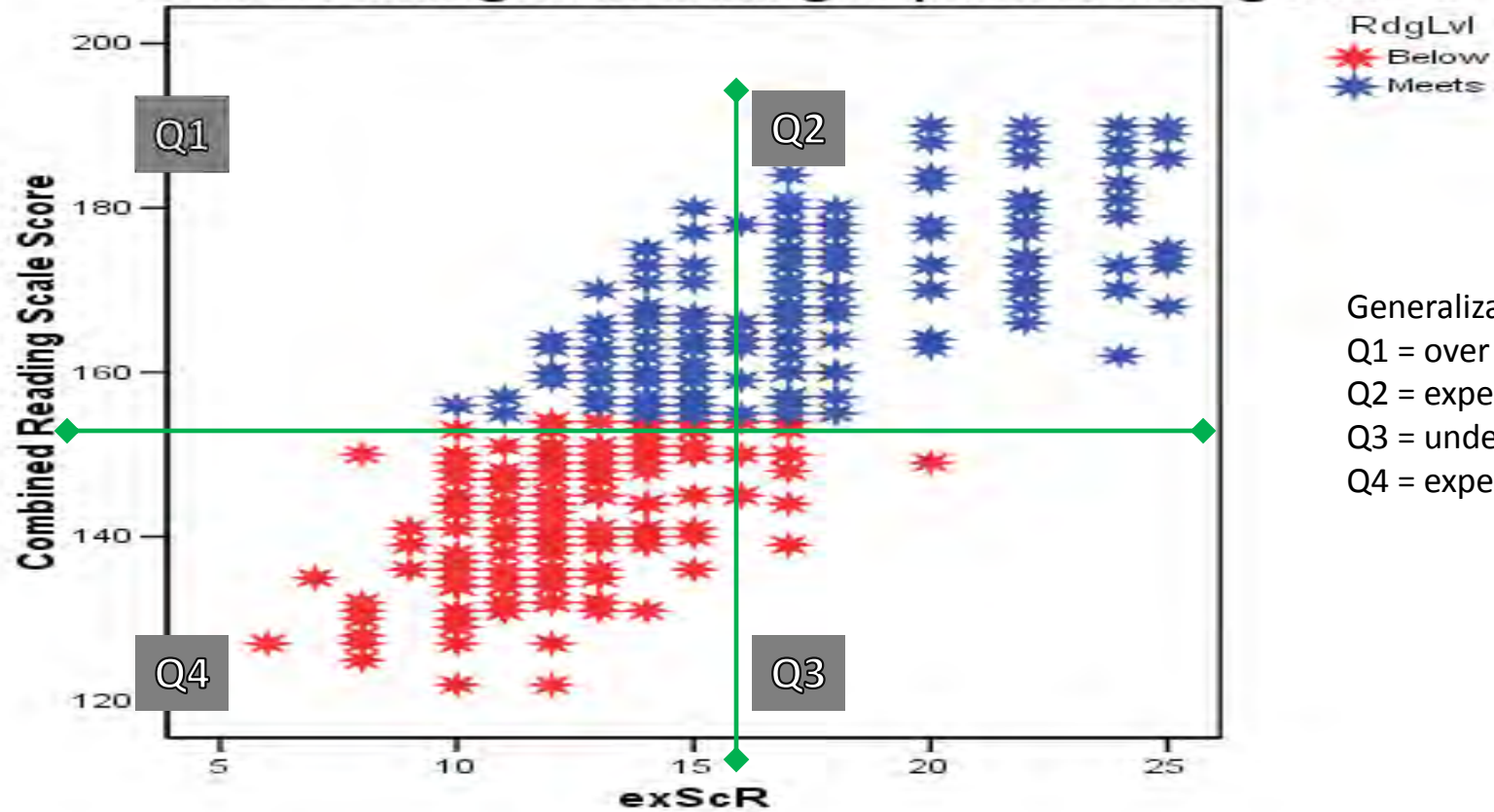


TEST PROGRESSION – AVERAGE SCALE SCORES FOR THE CLASS OF 2014

	ENG	RDG	MTH	SCI	CMP	#TESTED
8th Grade Explore	13.75	14.64	15.75	16.56	15.17	517
9th Grade Plan	15.43	16.37	17.84	17.77	16.94	515
10th Grade Retired ACT	15.19	16.48	17.75	17.32	16.69	524
11th Grade ACT	18.57	20.10	20.15	19.92	19.79	469
Average Growth	4.8	5.5	4.4	3.4	4.6	



PSAE Reading vs Incoming Explore Reading Scores



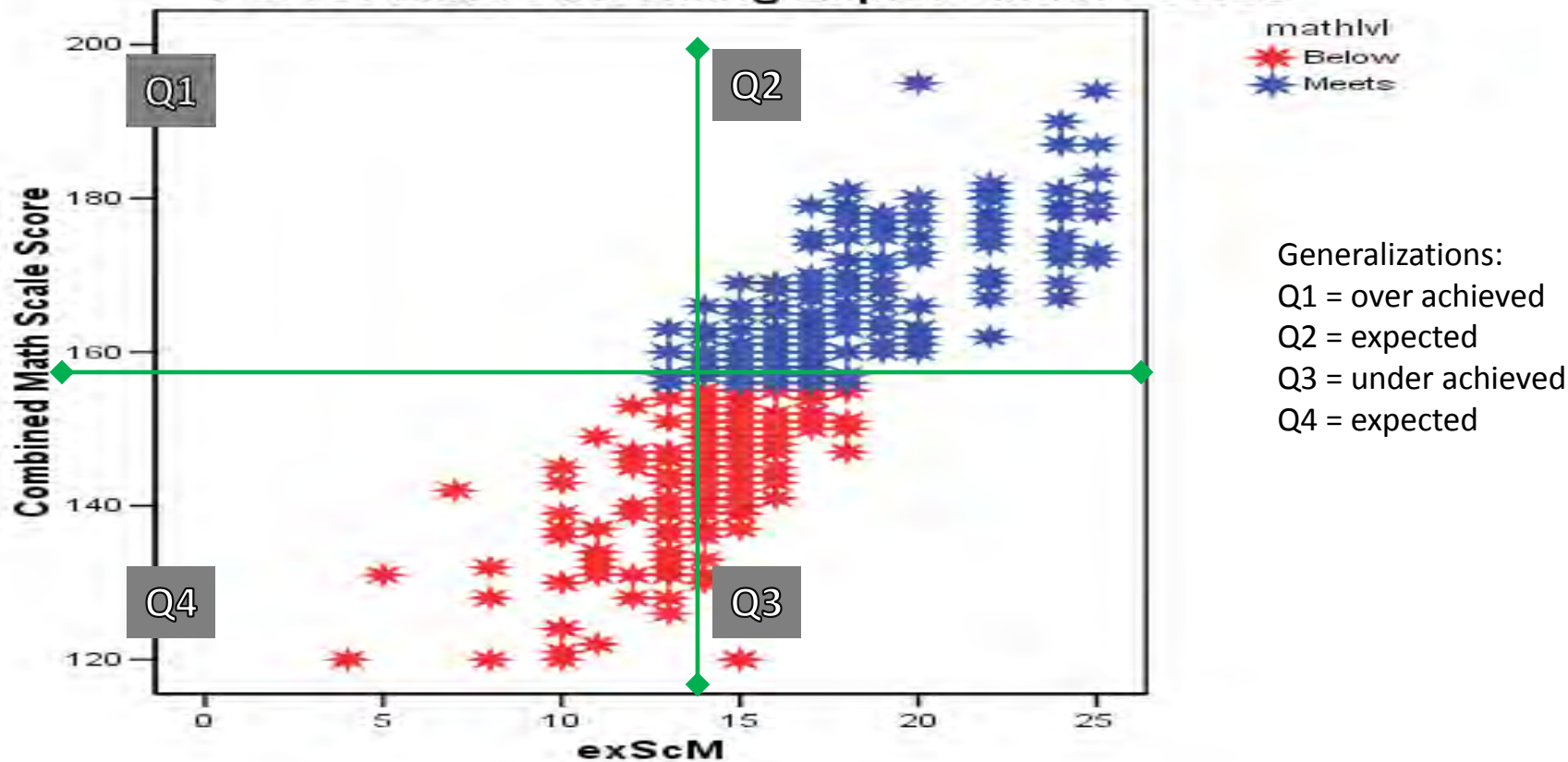
Generalizations:
 Q1 = over achieved
 Q2 = expected
 Q3 = under achieved
 Q4 = expected

ANOVA

exScR

	Sum of Squares	df	Mean Square	F	Sig.
Between Groups	4368.424	58	75.318	13.972	.000
Within Groups	1724.964	320	5.391		
Total	6093.388	378			

PSAE Math vs Incoming Explore Math Scores



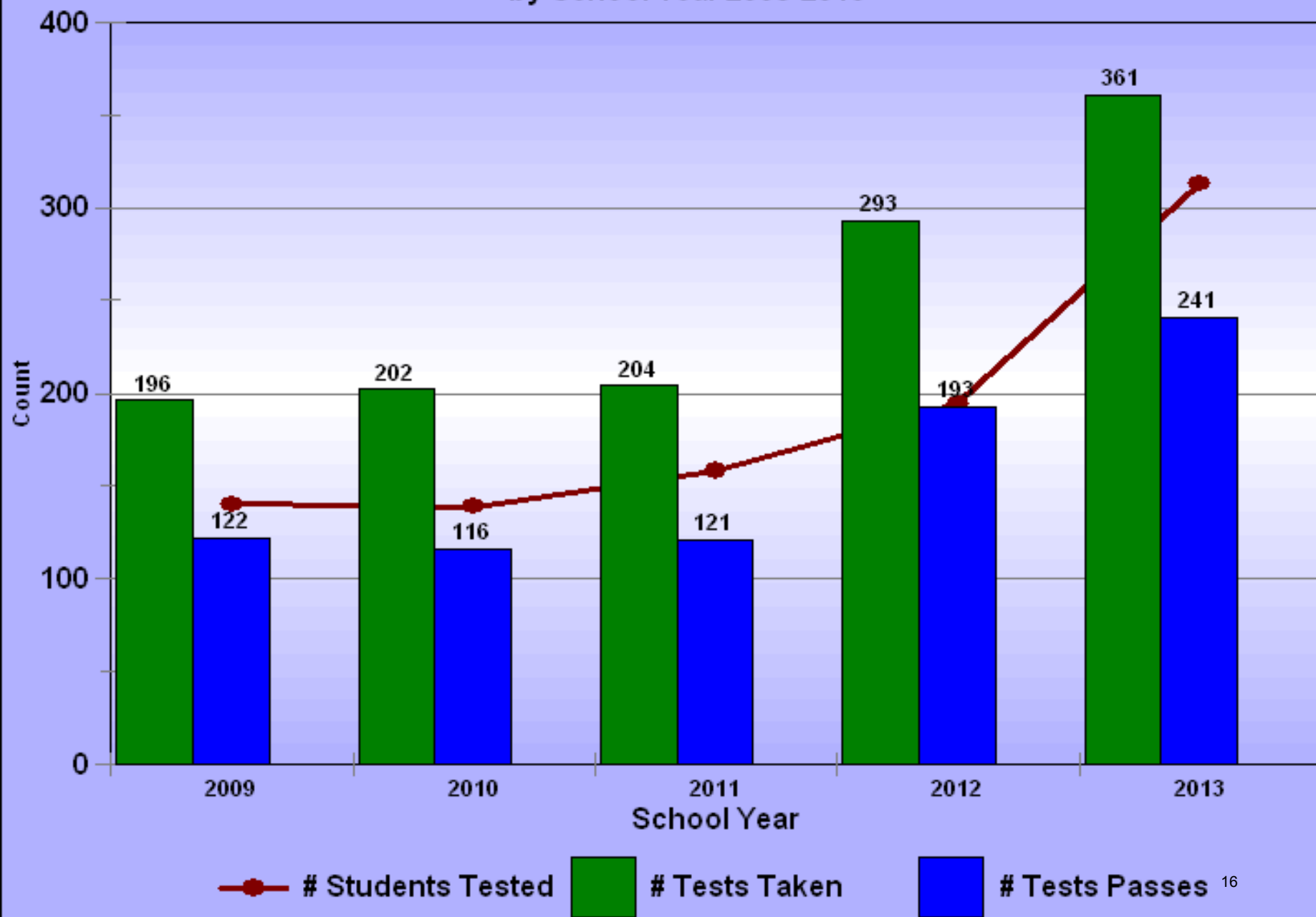
ANOVA

Combined Math Scale Score

	Sum of Squares	df	Mean Square	F	Sig.
Between Groups	56874.598	17	3345.565	48.763	.000
Within Groups	24767.513	361	68.608		
Total	81642.111	378			

AP Testing Results

by School Year 2008-2013



	TOTAL AP TESTS PASSED BY SCHOOL YEAR							
TEST NAME	2006	2007	2008	2009	2010	2011	2012	2013
BIOLOGY		14	5	11	15	12	8	10
CALC AB	5	6	4	4	11	4	13	17
CALC BC	7	8	10	3	6	5	8	11
CHEMISTRY	11	10	6	2	2	3	5	5
COMPUTER		4						2
ECONOMICS								
ENG LANG/COM	34	34	42	46	33	50	58	92
ENG LIT/COM		27	23	31	19	18	66	31
EURO/WORLD I								1
FRENCH			1	2		2		4
GERMAN			1		2	1		1
GOVERNMENT								
MUSIC THEORY							5	2
PHYSICS	10	2	4				4	7
PSYCHOLOGY								
SPANISH	19		6	8	14	6	2	23
SPANISH LIT	7	2		9	4	8	6	4
STATISTICS	2	8	5	6	9	12	9	15
US HISTORY			0		1		9	16
	95	115	107	122	116	121	193	241
	TOTAL AP TESTS TAKEN BY SCHOOL YEAR							
TEST NAME	2006	2007	2008	2009	2010	2011	2012	2013
BIOLOGY		21	5	15	26	17	15	13
CALC AB	17	15	11	18	34	29	26	36
CALC BC	10	17	23	22	18	9	11	16
CHEMISTRY	18	14	19	5	11	9	11	13
COMPUTER		4					1	2
ECONOMICS						2	0	0
ENG LANG/COM	55	63	56	60	45	71	73	132
ENG LIT/COM		31	33	42	24	27	103	41
EURO/WORLD I					1			1
FRENCH			1	5	5	6		8
GERMAN			1		4	2		3
GOVERNMENT								
MUSIC THEORY							8	4
PHYSICS	12	2	8				9	11
PSYCHOLOGY								
SPANISH	20		7	13	15	6	2	29
SPANISH LIT	11	2		10	4	12	10	4
STATISTICS	7	9	8	6	12	14	10	22
US HISTORY		2	1		3		14	26
	150	180	173	196	202	204	293	361

AP TEST - SCORE DISTRIBUTION FOR 2013

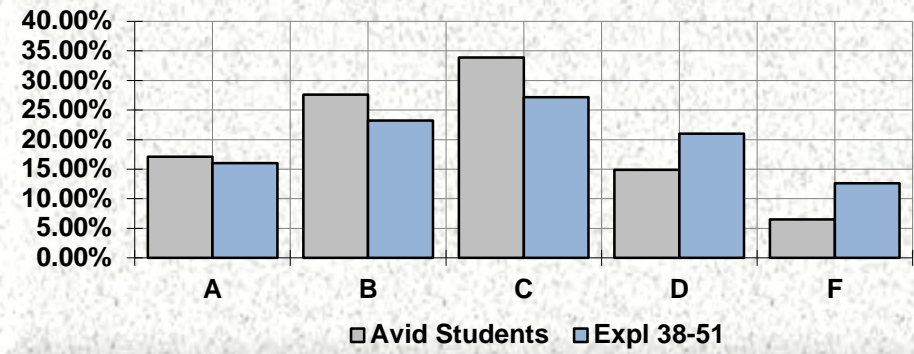
	SCR=1	SCR=2	SCR=3	SCR=4	SCR=5	TOTAL	
BIOLOGY	0	3	5	4	1	13	
CALCULUS AB	13	6	10	5	2	36	
CALCULUS BC	4	1	3	5	3	16	
CHEMISTRY	6	2	3	2	0	13	
COMPUTER APP	0	0	3	0	1	4	
FRENCH/GERMAN	0	6	2	3	0	11	
ENG LANG/COMP	8	32	54	23	15	132	
ENG LIT/COMP	0	10	21	8	2	41	
MUSIC THEORY	0	2	1	1	0	4	
PHYSICS	0	4	3	2	2	11	
SPANISH	3	1	13	4	6	27	
SPANISH LIT	0	0	2	1	1	4	
STATISTICS	1	6	8	7	0	22	
US HISTORY	3	7	8	7	2	27	
	38	80	136	72	35	361	
	10.53%	22.16%	37.67%	19.94%	9.70%		

Grade Dist For 2012-2013

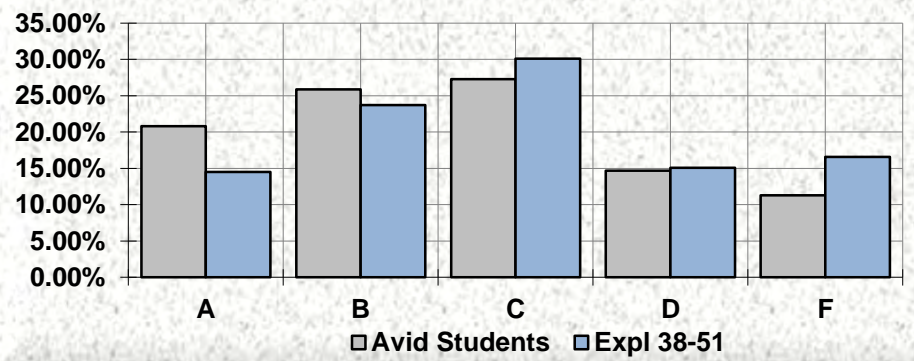
AVID - 9th Grade

DATA FROM:	GRADE	AVID (70)	Othrs w/Expl Cmp 38-51 (85)
9TH GRADE Q1 Grades	A	27.10%	13.20%
	B	31.70%	25.40%
	C	22.20%	26.20%
	D	10.50%	20.90%
	F	8.50%	14.30%
9TH GRADE Sem1 Grades	A	17.10%	16.00%
	B	27.60%	23.20%
	C	33.90%	27.20%
	D	14.90%	21.00%
	F	6.50%	12.60%
9TH GRADE Qtr3 Grades	A	20.80%	14.50%
	B	25.90%	23.70%
	C	27.30%	30.10%
	D	14.70%	15.10%
	F	11.30%	16.60%
9TH GRADE Sem2 Grades	A	18.02%	12.03%
	B	29.95%	20.00%
	C	31.76%	32.88%
	D	14.64%	19.83%
	F	5.41%	14.75%

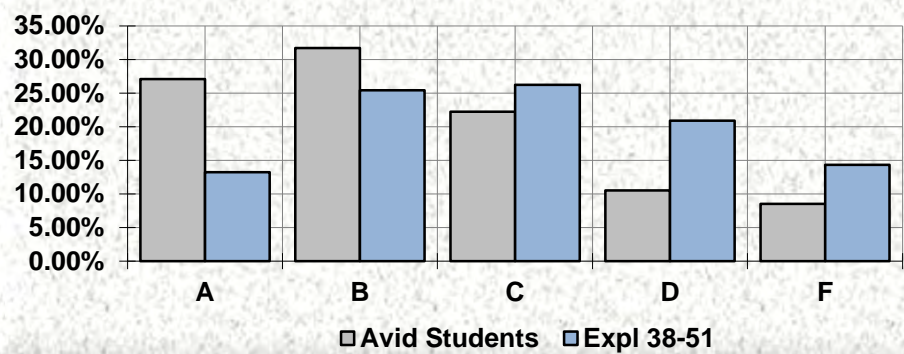
9TH Grade Sem1 Grades
AVID vs 38-51 INCM EXPL



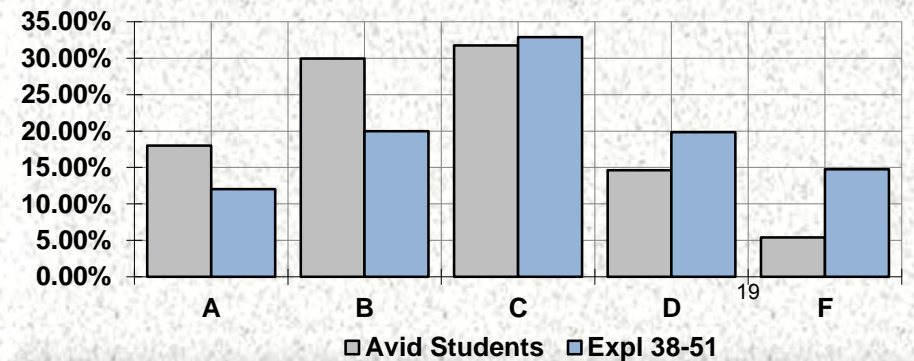
9TH Grade Qtr3 Grades
AVID vs 38-51 INCM EXPL



9TH Grade Qtr1 Grades
AVID vs 38-51 INCM EXPL



9TH Grade Sem2 Grades
AVID vs 38-51 INCM EXPL

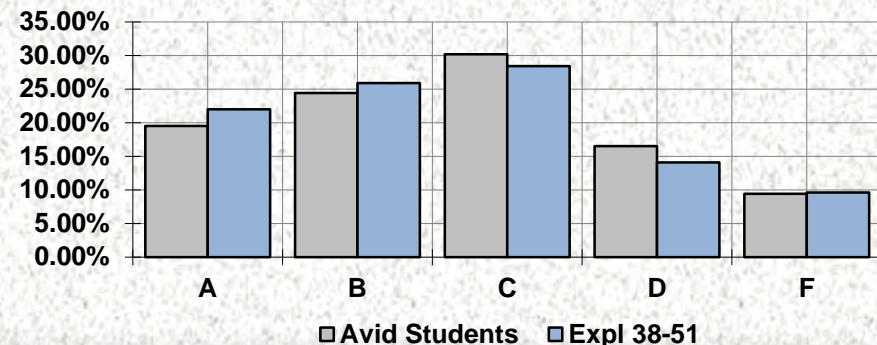


Grade Dist For 2012-2013

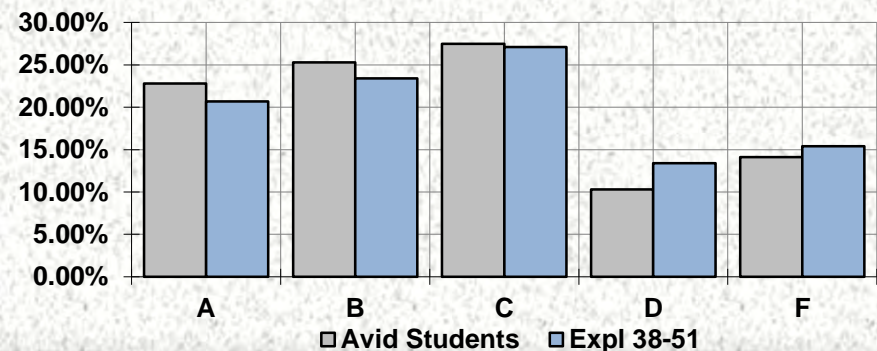
AVID - 10th Grade

DATA FROM:	GRADE	AVID (45 Tot / 20 Curr)	Othrs w/Expl Cmp 38-51 (72)
10TH GRADE Q1 Grades	A	24.60%	23.20%
	B	26.80%	28.90%
	C	24.70%	24.20%
	D	14.00%	12.10%
	F	9.90%	11.60%
10TH GRADE Sem1 Grades	A	19.50%	22.00%
	B	24.40%	25.90%
	C	30.20%	28.40%
	D	16.50%	14.10%
	F	9.40%	9.60%
10TH GRADE Qtr3 Grades	A	22.80%	20.70%
	B	25.30%	23.40%
	C	27.50%	27.10%
	D	10.30%	13.40%
	F	14.10%	15.40%
10TH GRADE Sem2 Grades	A	21.15%	23.65%
	B	25.11%	20.95%
	C	30.98%	31.08%
	D	13.51%	14.86%
	F	9.25%	9.46%

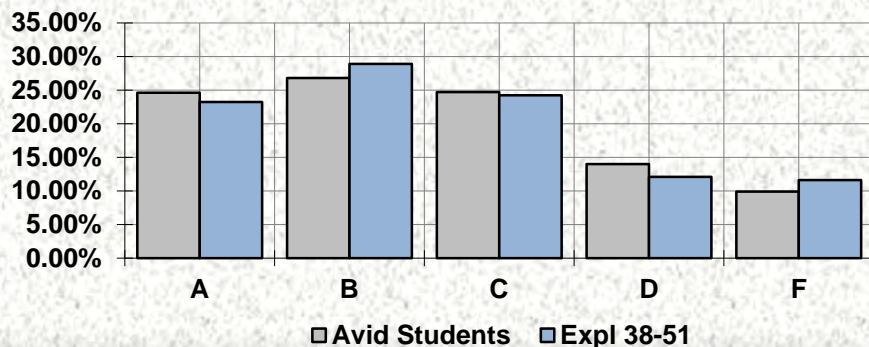
10TH Grade Sem1 Grades
AVID vs 38-51 INCM EXPL



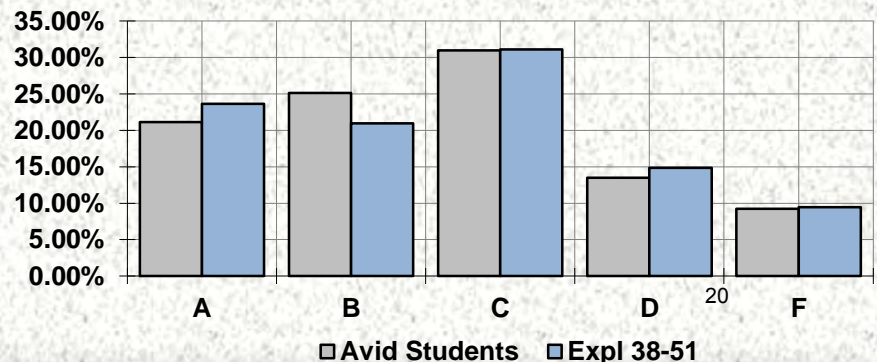
10TH Grade Qtr3 Grades
AVID vs 38-51 INCM EXPL



10TH Grade Qtr1 Grades
AVID vs 38-51 INCM EXPL



10TH Grade Sem2 Grades
AVID vs 38-51 INCM EXPL



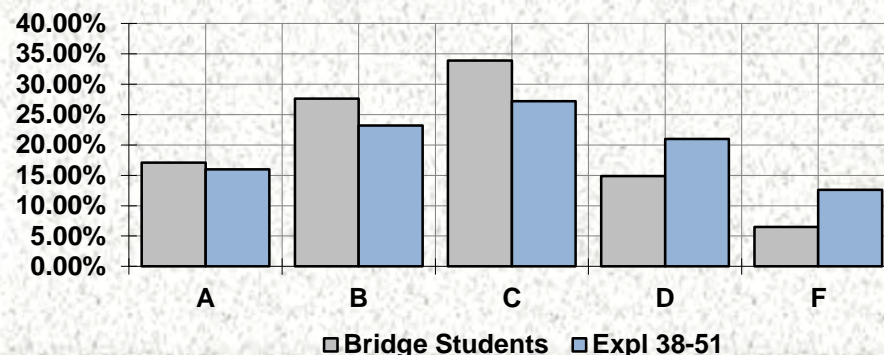
Grade Dist For 2012-2013

Bridge 8.5 - 9th Grade

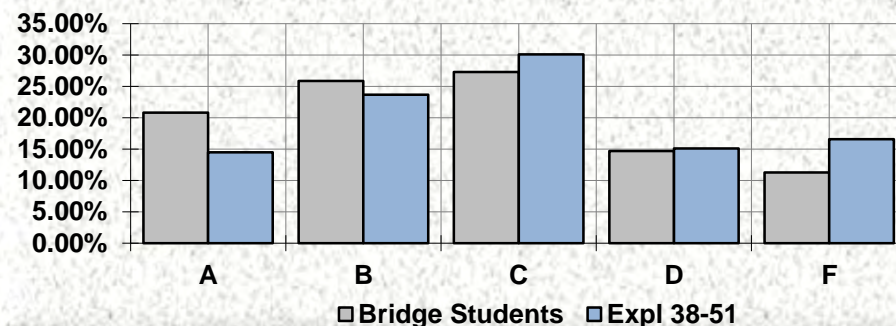
DATA FROM:

	GRADE	Bridge (44)	Othrs w/Expl Cmp 38-51 (80)
9TH GRADE Q1 Grades	A	23.40%	18.50%
	B	30.80%	27.90%
	C	25.60%	23.60%
	D	16.50%	18.20%
	F	3.70%	11.80%
9TH GRADE Sem1 Grades	A	17.10%	16.00%
	B	27.60%	23.20%
	C	33.90%	27.20%
	D	14.90%	21.00%
	F	6.50%	12.60%
9TH GRADE Qtr3 Grades	A	20.80%	14.50%
	B	25.90%	23.70%
	C	27.30%	30.10%
	D	14.70%	15.10%
	F	11.30%	16.60%
9TH GRADE Sem2 Grades	A	21.04%	13.70%
	B	24.15%	24.02%
	C	28.89%	30.58%
	D	15.70%	19.51%
	F	10.22%	8.07%

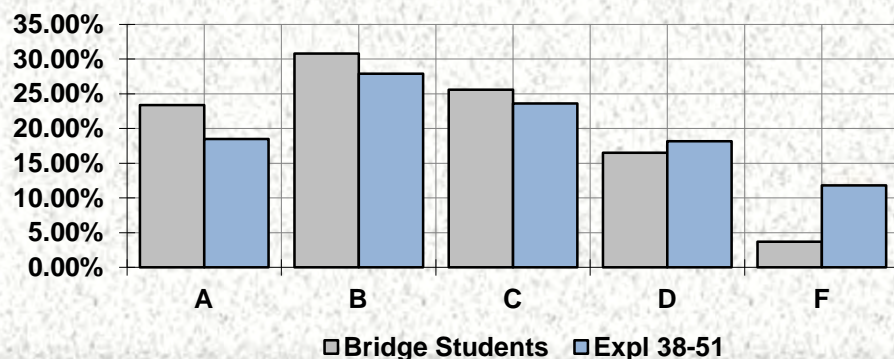
9TH Grade Sem1 Grades
Bridge vs 38-51 INCM EXPL



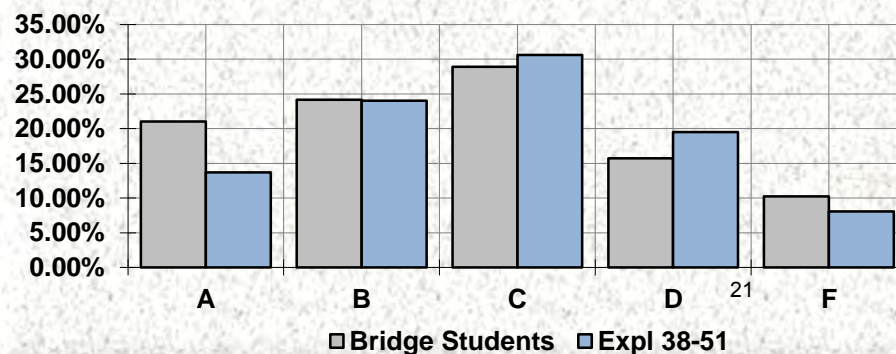
9TH Grade Qtr3 Grades
Bridge vs 38-51 INCM EXPL



9TH Grade Qtr1 Grades
Bridge vs 38-51 INCM EXPL



9TH Grade Sem2 Grades
Bridge vs 38-51 INCM EXPL

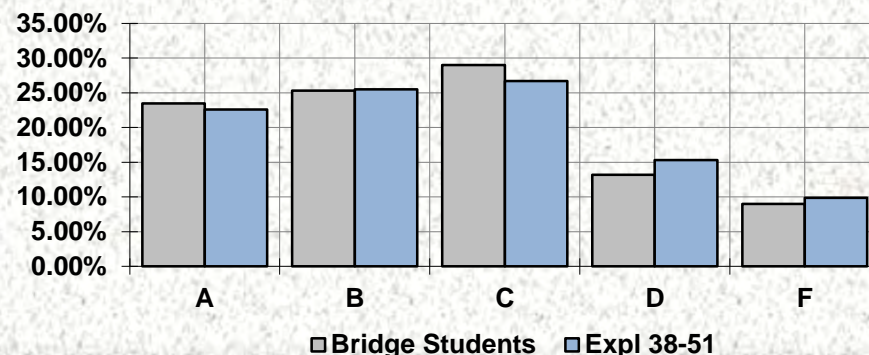


Grade Dist For 2012-2013

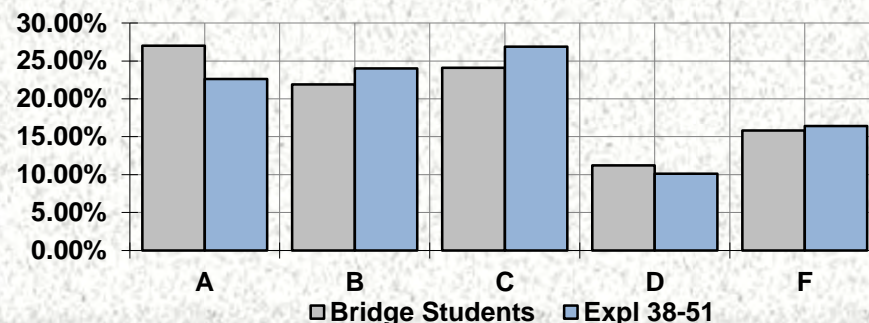
Bridge 8.5 - 10th Grade

DATA FROM:	GRADE	Bridge (51)	Othrs w/Expl Cmp 38-51 (64)
10TH GRADE Q1 Grades	A	26.10%	23.70%
	B	24.90%	28.00%
	C	24.70%	23.70%
	D	12.00%	12.20%
	F	12.30%	12.40%
10TH GRADE Sem1 Grades	A	23.50%	22.60%
	B	25.30%	25.50%
	C	29.00%	26.70%
	D	13.20%	15.30%
	F	9.00%	9.90%
10TH GRADE Qtr3 Grades	A	27.00%	22.60%
	B	21.90%	24.00%
	C	24.10%	26.90%
	D	11.20%	10.10%
	F	15.80%	16.40%
10TH GRADE Sem2 Grades	A	24.00%	12.70%
	B	27.50%	18.90%
	C	25.10%	21.30%
	D	14.70%	27.80%
	F	8.60%	19.30%

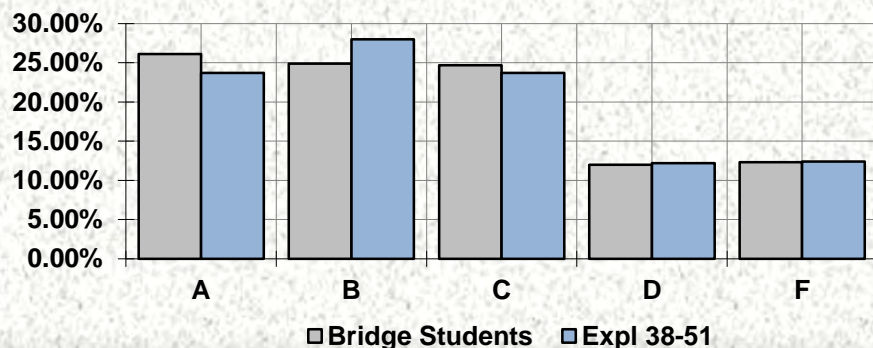
10TH Grade Sem1 Grades
Bridge vs 38-51 INCM EXPL



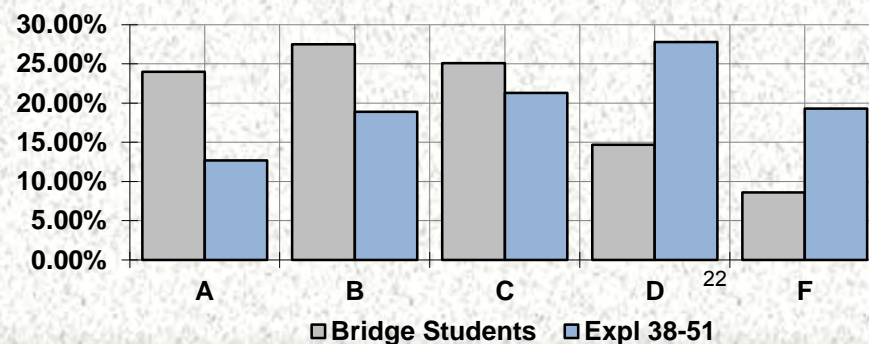
10TH Grade Qtr3 Grades
Bridge vs 38-51 INCM EXPL



10TH Grade Qtr1 Grades
Bridge vs 38-51 INCM EXPL



10TH Grade Sem2 Grades
Bridge vs 38-51 INCM EXPL



SRC

- Students are placed into SRC based upon one or more of the following criteria.
 - Recommendation by 8th grade teachers
 - Multiple failures
 - Recommendation by Counselors
 - Recommendation by Student Intervention Team

SRC

- Students may enter SRC at the beginning of the year or at any point during the year.
- Students may exit at the end of the Quarter based upon the recommendation of Mrs. Walters.
- Data is based upon F's per quarter.
 - Most appropriate measure since failures trigger placement into SRC and exiting criteria is based upon improvements in failures.

SRC - Data

Year long SRC

- 51 students
- 1428 potential F's = 51 stdnts x 7 classes x 4 qtrs
- 13 students = No F's at end of year (25%)
- 179 F's out of 1428 F's (13%)
 - 1249 passing grades out of 1428 grades (87%)

SRC - Data

Single semester (or 2 quarters) enrollment in SRC

- 54 students
- 756 potential F's = 54 stdnts x 7 classes x 2 qtrs
- 29 students = No F's at end of year (53%)
- 86 F's out of 756 F's (11%)
 - 670 passing grades out of 756 grades (89%)

SRC Exits

- 59/170 students recommended for exiting
- 23 students chose to stay in SRC.

Report to the Membership

for the 2013 Delegate Assembly Meeting
on November 23, 2013, Chicago

September 2013



2921 Baker Drive
Springfield, Illinois 62703-5929
217/528-9688
Fax 217/528-2831

One Imperial Place
1 East 22nd Street, Suite 20
Lombard, Illinois 60148-6120
630/629-3776
Fax 630/629-3940

TO: Board Members and Administrators
FROM: Karen Fisher, Resolutions Committee Chairman
DATE: September, 2013
SUBJECT: 2013 Resolutions Committee Report

Thank you for your interest in the 2013 Resolutions Committee Report to the Membership. Proposals set forth in this Report will be acted upon at the Annual Meeting of the IASB Delegate Assembly which convenes at 10:30 a.m. on Saturday, November 23, 2013, at the Hyatt Regency Chicago (Regency A/B Ballroom, West Tower).

The Delegate Assembly is one of the most important functions held at the IASB Annual Conference. It gives member districts ownership in the association and the opportunity to establish the direction of the association and its major policies. Every member district has a delegate, a vote, and a voice.

Participation in the resolutions process is of vital importance. Submitting new resolutions, discussing the resolutions at your local board meeting, sharing your insight with other boards at division meetings and sending a well-informed delegate to the assembly all are key actions for you to take.

This booklet is provided in the fall and is intended to allow your board more time to discuss the resolutions. We hope that this will increase participation and enthusiasm from member districts.

We will again prepare a packet of information for distribution at the Delegate Assembly meeting. This packet will provide any information needed by delegates that was not available in the Report to the Membership. Advanced registration for delegates is not necessary. Upon arriving at the conference in November your districts' delegate should check in at the "Delegate Registration" desk across the hallway from the main conference registration desk.

If you have materials that you will need to distribute on the assembly floor, 500 copies must be provided to the staff at least 24 hours in advance (an additional day or two would be appreciated). This should expedite matters at the Delegate Assembly and provide for a more organized meeting.

On behalf of the Resolutions Committee, thank you for your interest in the resolutions process. I look forward to seeing you in November.

**For further information
please contact Ben Schwarm
at IASB, Springfield office
217/528-9688, ext. 1132**

SERVICE OF THE FOLLOWING SCHOOL BOARD MEMBERS ON THE 2013 RESOLUTIONS COMMITTEE IS ACKNOWLEDGED WITH SINCERE APPRECIATION.

Fisher, Karen	Ottawa	Chair
Armstrong, John	Wauconda	Lake
Buikema, Christopher	Rock Falls	Northwest
Conner, David	Streator	Starved Rock
De Neal, Tom	Harrisburg	Shawnee
Fairfield Doering, Amy	Dunlap	Central IL Valley
Fielden, Terry	Naperville	DuPage
Joiner-Herrod, Carla	Broadview	West Cook
Jordan, Juanita	Hazel Crest	South Cook
Jose, Felton	Salem	Kaskaskia
Klimkowicz, Anna	Schaumburg	North Cook
LePere, Vicki	Millstadt	Southwestern
Mammen, Jim	Lincoln	Abe Lincoln
Nowak, Kelly	Geneva	Kishwaukee
Phillips, Howard	Greenfield	Two Rivers
Rench, Kevin	Nashville	Egyptian
Rockwell, David	Rock Island	Blackhawk
Rodewald, Rob	Bourbonnais	Three Rivers
Ruffner, Carol	Mason	Wabash Valley
Uhloft, Sandra	Rantoul	Illini
Vogler, Scott	Colchester	Western
Weers, Doug	Flanagan	Corn Belt

Delegate Assembly Agenda

- | | |
|---|---|
| 1. Call to Order | 8. Election of Officers |
| 2. Report of the Credentials Committee | A. Nominating Committee Report, Joe Alesandrini |
| 3. Approval of Delegate Assembly Business Rules | 9. Resolutions Committee Report, Karen Fisher |
| 4. Approval of Conference Program | A. New Resolutions |
| 5. President's Report, Carolyn Brooks | B. Amended Existing Positions |
| 6. Executive Director's Report, Roger Eddy | C. Reaffirmation of Existing Positions |
| 7. Financial Report, Dale Hansen | 10. Belief Statements |
| | 11. Adjournment |

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My Board's Recommendation

Support *Oppose*

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Financing Public Education-State

1.Charter Schools Reimbursement	10
2.Pension-Normal Cost Shift	10
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Financing Public Education-Local

<input type="checkbox"/> <input type="checkbox"/>	4.Funding Education with County Fines	11
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<input type="checkbox"/> <input type="checkbox"/>	5.Attorney General Monitoring	12
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<input type="checkbox"/> <input type="checkbox"/>	7.Transportation Reimbursement Changes	13
<input type="checkbox"/> <input type="checkbox"/>	8.Mandate Cost & Periodic Review	13

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<input type="checkbox"/> <input type="checkbox"/>	11.Position Statement 1.03 Physical Education	15
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DELEGATE ASSEMBLY BUSINESS RULES

1. Business Procedures — Robert's Rules of Order shall govern.
2. Credentials — Delegates shall be registered with the Credentials Committee.
3. Delegate Seating — Only those delegates seated in the reserved section will be permitted to participate in the business session.
4. Recognition by Chair — Delegates wishing to speak on a motion shall rise and be recognized by the Chair before speaking. They shall give their full name and the name of the board they represent.
5. Debate on the Floor — No delegate shall speak in debate more than twice on the same question and no longer than five minutes at one time. No delegate shall speak a second time on the same question until all persons have had an opportunity to speak at least once.
6. Calls for the Question — A delegate may "call for the question" to end debate on a motion. The delegate may not make such a motion if, immediately preceding the motion, he or she has engaged in discussion of the motion or otherwise participated in the debate. A motion, a second, and a 2/3 majority vote is required to end debate.
7. Appeals — Those delegates wishing to appeal a "do not adopt" recommendation of the Resolutions Committee, to present a late resolution, or to amend a resolution or position statement, and have met the notice provisions required by Article X, Sections 4 and 5 of the IASB Constitution shall have a period of time not to exceed five minutes in which to explain why the proposed action should be considered by the Delegate Assembly.
8. Reaffirmation of Existing Position Statements — The Delegate Assembly has the authority to reaffirm existing Position Statements. Proposals to reaffirm an existing position may be initiated by member school boards or the Resolutions Committee. All such proposals shall be submitted through the same procedure as all other resolutions and shall meet all criteria and constitutional timelines applicable to all resolutions.
9. Other Recognition — Members of the Resolutions Committee and IASB staff shall be given the privilege of the floor at the discretion of the presiding officer.
10. Nomination — Consent of nominee must be secured prior to presentation to the Delegate Assembly.

RESOLUTIONS PROCEDURES

1. Types of Resolutions – Resolutions may be either in the form of a position statement or a belief statement. Position statements address issues affecting or concerning local boards of education; they direct the Association's advocacy efforts. Belief statements express significant values commonly held by local boards of education; they may or may not call for action to be taken by the Association.
2. Proposals — Resolutions for proposed position statements or belief statements may be proposed by any Active Member, Association Division, Association Council, the Association's Board of Directors, or the Resolutions Committee. Resolutions to be published and distributed to the Active Members must be submitted to the Resolutions Committee at least 150 days prior to the Annual Meeting of the Delegate Assembly.
3. Presentation of Resolutions — The Resolutions Committee shall review all proposed resolutions, distribute a final draft of proposed resolutions to the membership not less than 45 days prior to the Annual Meeting of the Delegate Assembly, and may recommend the approval or disapproval of any resolution to the Delegate Assembly. The Resolutions Committee has the prerogative to determine which resolutions are to be presented to the Delegate Assembly; and whether they are presented as position statements or non-debatable belief statements. However, all resolutions that are timely submitted to the Resolutions Committee according to Section 2 above, must be distributed to Active Members not less than 45 days prior to the Annual Meeting of the Delegate Assembly.
4. Annual Review — The Resolutions Committee shall annually review currently in force position statements and belief statements to determine whether they are consistent with the current positions or beliefs of Association members. The Resolutions Committee shall recommend that the Delegate Assembly amend or rescind any position statement or belief statement that is not consistent with the current positions or beliefs of Association members. All position statements and belief statements currently in force will be published annually and distributed to Active Members prior to the Annual Meeting of the Delegate Assembly.
5. Appeals—(Article X, Section 4), Any Active Member, Association Division, Association's Council, or Association Board of Directors shall have the right to appeal decisions of the Resolutions Committee at the Annual Meeting of the Delegate Assembly. Notice of appeal must be submitted in writing to the Resolutions Committee. The committee must be in receipt of the written appeal no later than the close of business 8 calendar days before the Annual Meeting of the Delegate Assembly. A majority of the delegates present at the Annual Meeting of the Delegate Assembly is required for consideration of appeals.
6. Late Resolutions—(Article X, Section 5), Resolutions which are not presented to the Resolutions Committee at least 150 days prior to the Annual Meeting of the Delegate Assembly may be considered only by the following procedure: Such resolutions may be proposed by an Active Member, Association Division, Association's Council, Association Board of Directors, or the Resolutions Committee and submitted in writing to the Resolutions Committee. Any resolution which is not submitted in the manner described above shall not be considered by the Delegate Assembly. Late resolutions shall be considered for approval by the Resolutions Committee. The Resolutions Committee may recommend approval or disapproval of the late resolution to the Delegate Assembly. Any such resolution disapproved by the Resolutions Committee may be appealed by a seventy-five (75) percent majority vote of the delegates present. Delegates seeking authority to present late resolutions at the Annual Meeting of the Delegate Assembly shall provide copies for all delegates present at the meeting, including rationale and relevant supporting documentation.
7. Order of Resolutions — Each resolution to be adopted will be considered in the following order of categories: Educational Programs, Financing Public Education, Legislative Activity, Board Operations and Duties, Board Employee Relations, Local-State-Federal Relations, and District Organization and Elections. Reaffirmation or deletion of existing positions will be done with a single motion unless a delegate wishes a particular position or positions to be considered separately.

NOMINATING COMMITTEE REPORT

August 2013

The 2013 Nominating Committee proposes the following officer slate for Delegate Assembly consideration, 10:30, Saturday, November 23, 2013, Regency Ballroom, Hyatt Regency Chicago:

President—Karen Fisher
Ottawa THSD 140

Vice President—Phil Pritzker
Wheeling CCSD 21

2013 NOMINATING COMMITTEE MEMBERSHIP

Joe Alesandrini, Chair
IASB Immediate Past President
Pekin CHSD 303

Roger Pfister
Carbondale ESD 95

Simon Kampwerth
Peru ESD 124

Mary Stith
Geneva CUSD 304

Rosemary Swanson
Wheaton Warrenville CUSD 200

Lisa Weitzel, Alternate
Ball-Chatham CUSD 5

Rob Luttrell, Alternate
Triad CUSD 2

NEW RESOLUTIONS

FINANCING PUBLIC EDUCATION-STATE

1. Charter Schools Reimbursement

Submitted by: CCSD 168

BE IT RESOLVED that the Illinois Association of School Boards shall support a state-wide mandate requiring Illinois Charter schools to refund and/or return any state funding received for its enrollment of a child when that child leaves, or is no longer enrolled at the Charter School.

Rationale: Illinois state funding for public schools has decreased dramatically throughout the State of Illinois, including District 168, resulting in, among other things, reduced staff and course offering for students. The number of Charter Schools in Illinois may increase dramatically impacting State funding for Illinois public schools including District 168. Charter Schools receive public funds from the State of Illinois based upon, among other things, the number of students enrolled at each Charter School. Charter Schools receive the benefit of State funding for each student enrolled but are not obligated or mandated to return any funding provided by the State of Illinois when a student moves out of the Charter School boundaries or otherwise leave the Charter School. Failure of the Illinois Charter Schools to return any public funding provided for its students who are no longer attending the Charter School is extremely detrimental to the public school districts throughout the State of Illinois including District 168. District 168 believes that, based upon the principles of fairness and equity, a change in this area is required.

The Resolutions Committee RECOMMENDS DO NOT ADOPT.

Resolutions Committee Rationale: The Committee agrees with the premise of this proposal. However, there were multiple resolutions submitted this year on the subject of Charter Schools and the Committee, with agreement from the submitting districts, combined some of these for efficiency purposes.

Resolution #13 covers the objective of this resolution by stating: "*Require that proof of continuing enrollment and attendance be submitted quarterly, with pro-rated refunds sent to the host school district upon withdrawal of students from the Charter School.*"

The Committee, then, recommended "Do Not Adopt" this resolution, but supports the provision in Resolution #13, now being co-sponsored by CCSD #168.

2. Pension-Normal Cost Shift

Submitted by: Wheaton Warrenville CUSD 200

The Illinois Association of School Boards recognizes that legislation to sensibly resolve Illinois' current pension crisis must be fully compliant with prevailing actu-

arial scientific standards in order to achieve fully-funded and sustainable pension funds. The Illinois Association of School Boards therefore shall not support a "cost-shift" to local districts as a true sensible solution to the pension burden.

Rationale: No true solution to Illinois' pension problem can occur without addressing the roots of the problem: the State's failure to meet its payment obligations and the State's failure to adhere to actuarial principles in expanding benefits. Instead of focusing on those issues, State leadership has chosen to focus on politics with a proposal to shift the normal costs of the pension obligation to local districts. This new resolution seeks to address that proposal.

The Resolutions Committee RECOMMENDS DO ADOPT

Resolutions Committee Rationale: The resolution as originally submitted, not only directed the IASB to recognize that pension reform legislation must include provisions to fully fund the pension systems based on actuarially sound financial data and oppose the "cost shift" onto local school districts, but proposed specific safeguards to be part of any potential cost-shift legislation.

The Resolutions Committee supports the concept of the proposal; however, there was some hesitancy to adopt specific provisions regarding implementation of a pension cost shift since IASB is involved in ongoing negotiations on the issue in the Capitol. The representative from the submitting district, agreed with the Committee to amend the resolution as is stated above.

The IASB has been closely involved in the pension cost-shift discussions and has been included in all meetings on the subject called by the Governor, House Speaker, and Senate President over the past two years. The IASB has consistently opposed cost shift legislation, yet has participated in lengthy meetings revolving around possible implementation of a cost shift.

3. Virtual Charter Schools

Submitted by: Wheaton Warrenville CUSD 200
Co-Sponsor: CCSD 168

The Illinois Association of School Boards shall encourage the Charter School Commission to develop regulations that ensures State-authorized virtual charter schools meet the full needs of Illinois students and follow the intent of current State laws prohibiting the use of public funds for profit-driven educational firms. Examples of such regulations might include, but not be limited to, the following:

- Assurance of student access to teachers, including information regarding teacher accessibility, teacher/student ratio, and amount of teacher/student contact time
- Evidence of the social-emotional well-being of students, such as information regarding opportunities

for peer interaction and collaboration, adult advisory resources, and protocols to prevent bullying or other inappropriate online behavior

- Not-for-profit entities that sponsor virtual charter schools shall be in existence for at least one year before submitting a virtual charter school proposal and operate under the Open Meetings Act and the Freedom of Information Act once a charter school has been approved
- Entities proposing virtual charter schools are limited to submitting a proposal to only one school district per year
- Members of the not-for-profit board that proposes a virtual charter school must demonstrate a direct link to the community in which it is proposing a charter school, either through residency, employment, or education
- Funding for State authorized virtual charter schools shall be reduced proportionately to reflect annual State aid prorations, as well as per pupil expenditure used for building maintenance, classroom supplies, transportation, and other costs unique to the services provided by a "brick and mortar" school

Rationale: The rapid expansion of technology has greatly improved many aspects of life, including education, but it also opens new potential areas of abuse by those who wish to use it for personal gain. In February, 18 West Suburban school districts received petitions from an organization seeking to operate an online, "virtual," charter school throughout all 18 districts. Although a not-for-profit corporation sponsored the proposal, its charter school petition revealed that all management of curriculum, teachers, and student assessment was to be outsourced entirely to a for-profit educational firm traded on the New York Stock Exchange. This firm was the subject of various complaints and investigations in several states relating to its online virtual charter schools. All 18 districts rejected the chartering petition, with significant questions as to whether the proposal met the spirit and intent of current charter school law in terms of being not-for-profit.

The legislature has put a one year moratorium on virtual charter proposals, to allow time for a review of this concept. This new resolution seeks to deter profiteering by slowing down and localizing the virtual charter school process. To that end, it gives examples of potential regulations aimed at ensuring students receive the same quality of services as their classroom peers, as well as detecting and preventing the formation of outside "shell" sponsor groups by profit-seeking companies.

The Resolutions Committee RECOMMENDS DO ADOPT.

Resolutions Committee Rationale: The sponsoring district submitted three resolutions regarding charter schools. During discussions with the Committee, it was mutually agreed to combine two of the proposals into one for the sake of efficiency.

It was acknowledged that virtual charter schools have different expenses than the traditional school setting

would have. Brick and mortar schools would have transportation, safety and maintenance costs that a virtual school would not have. This resolution addresses the unique set of circumstances presented by virtual schools.

FINANCING PUBLIC EDUCATION- LOCAL

4. Funding Education with County Fines

Submitted by: Lake Villa CCSD 41

Be it resolved that the Illinois Association of School Boards shall support legislation that requires the Circuit Court Clerk of each county to establish an Education Fund to distribute statutory assessments for any traffic violations, misdemeanor offenses and felony offenses in which a defendant either has pled guilty or has been found guilty after a trial. The funds would be equally divided and distributed to every school district in the respective county for use in the district's Education Fund. The legislation would also authorize higher assessment amounts for any traffic or criminal infraction that occurs in a school zone or involving a school bus.

Rationale: The rationale for this proposal is to create a new source of revenue that will secure additional funding to assist school districts in Illinois. With funding from the State being reduced to all school districts over the past four years and considering that many legislators are seemingly in favor of giving pension funding responsibility to the local school districts, all local school districts will require additional revenue sources to be in a position to manage that extra unfunded responsibility.

The proposed law could generate in excess of one million dollars in revenue for Lake County school districts and presumably similar amounts in other counties of like populations. Equally distributing the revenue among all school districts within the county would provide a much needed benefit to the districts that have less commercial tax base. Those school districts will definitely need more financial assistance for that reason.

The rational relation for the legislature to create this law is that education is a substantial foundation to help prevent or deter criminal or traffic violations and it also is instrumental to instruct and rehabilitate those that do violate such laws. The higher assessments in school zones would also act as a deterrent to future violations.

The Resolutions Committee RECOMMENDS DO NOT ADOPT.

Resolutions Committee Rationale: Currently, the allocation of fines is regulated by statute. Common to the three types of offenses – traffic violations, misdemeanor offenses and felony offenses – fees are assessed towards court and administration costs. Differing per offense, fees are also assessed to be put toward agencies related to the offense, such as local

law enforcement and the Youth Drug Abuse Prevention Fund.

The Committee struggled with this resolution as many Committee members applauded the proposal for its innovation in attempting to find new revenue sources for schools and others voiced concern about the implications of both raising fines and reallocating fines. Further, there was apprehension that local school districts' ability to find new revenue would not only get the State "off the hook" from funding education, but would also encourage a shift of pension costs from the State onto local school districts. The Committee ultimately decided that we needed a more comprehensive solution on the topic of funding.

BOARD OPERATIONS & DUTIES

5. Attorney General Monitoring

Submitted by: Woodland CUSD 50

BE IT RESOLVED that the Illinois Association of School Boards shall, in their role of representing their member school boards, establish and enact procedures to monitor the official website of the Office of the State Attorney General and notify monthly in writing member Illinois School Districts of all binding orders. Further to establish procedures for receipt and notification of all binding orders received by the member Illinois School Districts and sent to IASB for dissemination to its members.

Rationale: The Attorney General's Office has been granted authority regarding the Freedom of Information Act (FOIA) and the Open Meeting Act (OMA) pursuant to Illinois Public Act 96-0542. Illinois School Districts are bound by the decisions of the Public Access Counselor in the Office of the Attorney General. These decisions are considered final thereby affecting all Illinois School Districts. The Attorney General is required to post his/her binding opinions on the official website of the Office of the Attorney General. However, no requirement appears to exist for the Attorney General's office to notify school districts of these decisions that affect them. Each school district that is affected when the decision is made will need to have information of that decision from the Illinois Attorney General's office. That information needs to be sent to the IASB to be distributed to all member districts. Without notification, districts may inadvertently fail to comply with the binding order whereby putting all districts at risk for violation.

The Resolutions Committee RECOMMENDS DO NOT ADOPT.

Resolutions Committee Rationale: This resolution was also submitted in 2010 and 2012.

The IASB does communicate regularly with the Association membership regarding binding orders and opinions that are relevant to all school districts. School law updates, featured routinely in the monthly Illinois School Board Newsbulletin, report on new binding orders that affect local school boards. The IASB's Open

Meetings Act training, now required by State law for all school board members to receive, covers the Attorney General's Public Access Counselor (PAC) and their binding opinions and orders. The IASB website also contains PAC opinions under the "School Law" tab.

The consensus of the Resolutions Committee was that the objective of this proposal is already being met and that this Resolution is not necessary.

6. School Board Member Discipline

Submitted by: New Lenox SD 122

BE IT RESOLVED that the Illinois Association of School Boards shall lobby the Legislature of the State of Illinois to develop a set of laws, rules and standards that all school board members shall follow and in the event that these are broken that board members shall be subject to disciplinary action up to and including removal from office.

Rationale: While school boards develop standards for contact and discipline in their districts and hold both students and staff accountable for their actions. Very little is in place to hold board members accountable for their actions. We should lead by example and hold ourselves to a higher standard. As communities and the public have grown increasingly aggravated and tired of corruption and abuse of power by political officials the ability to discipline these offenders has not increased. Once a person is elected to become a school board member they can act with impunity under the veil of being a watchdog for the community (if they so choose) costing districts thousands of dollars in legal fees and soiling the reputation of both the district and the community with little fear of consequences.

The Resolutions Committee RECOMMENDS DO NOT ADOPT.

Resolutions Committee Rationale: The Committee certainly agrees with the premise of this proposal regarding holding school board members accountable and holding high ethical standards for elected school board members. However, there are currently State laws – and IASB standards – that address these situations.

A regional superintendent of schools may remove a school board member from office for "willful failure to perform official duties". There are already in place many laws that prohibit a person from serving on a school board because of criminal or negligent behavior. Being convicted of an "infamous crime" (generally, any crime that has a prison sentence as a penalty), being a sex offender, failing to perform his/her duties, etc. disqualifies one for school board service. School board members may not be removed by the voters or a vote of his or her fellow board members, but the board may publicly censure one of its members by voting to do so.

It is much more difficult to support removing any elected official because someone or some entity does not like his/her behavior in office. These subjective measures would eventually require that board members are constantly on the defensive against antago-

nists or rivals looking to generate pressure on incumbent school board members. In the spring legislative session, the Illinois State Board of Education proposed legislation that would have allowed the State Superintendent to remove elected school board members because of behaviors and actions taken as a school board member. The vague language would have allowed the ISBE to act unchecked and with little or no recourse by the school board member. The IASB opposed the bill and eventually stopped the bill. Under this resolution, the IASB would have had to support this legislation.

There are, besides the aforementioned laws, other standards in place for school board members. All school board members must take an oath of office (swearing to uphold the laws and constitution) and are elected under the auspices of the State Ethics Act. The IASB training, including new school board member training, includes Foundational Principles of Governance and a Code of Conduct which specifically addresses the "standards" called for in this resolution.

LOCAL-STATE-FEDERAL RELATIONS

7. Transportation Reimbursement Changes

Submitted by: Mercer County SD 404

BE IT RESOLVED that the Illinois Association of School Boards shall support legislation to amend 105 ILCS 5/29-3 and change the distance of "one and one-half miles or more from any school to which they are assigned" to:

- three miles for school districts that are 300 square miles or more in geographic size.
- two and a half miles for school districts that are less than 200 to 299.9 square miles in geographic size.
- two miles for school districts that are less than 200 square miles in geographic size.

Rationale: In 1960 there were 1,700 public school districts in Illinois. By 1984, when the mile and a half provision was enacted, that number was down to 1,008 districts. At the start of the 2012 school year Illinois had 867 school districts. Of those districts the breakdown in geographic size was:

- 400 or more square miles—2 school districts
- 300 to 399 square miles—14 school districts
- 200 to 299 square miles—54 school districts
- Less than 200 square miles—797 school districts

As the state encouraged school districts to consolidate and become more efficient, the size (square miles) of each newly consolidated district increased. The mile and a half provision is over 28 years old and the number of bus routes and total bus miles have increased for many school districts.

With lower busing reimbursement by the State of Illinois, changing the mile and a half to three, two and a half and two miles (depending on geographic size)

would help school districts cut bus routes, reduce bus miles and allow pick up zones. The overall result would be reduced transportation costs. The lower busing miles would help cut transportation costs for the State of Illinois as school districts would apply for reimbursement for fewer miles.

Transportation reimbursement allocations have fallen 42% in Illinois since fiscal 2010 to \$205 million. The State Board of Education has asked that funding remain flat for fiscal 2013. Governor Quinn, in his 2013 budget has called for the regular transportation reimbursement line item to be prorated at 19%. The Governor's budget cuts school transportation funding \$145 million.

The Resolutions Committee RECOMMENDS DO NOT ADOPT.

Resolutions Committee Rationale:

School districts have been feeling the financial pinch of declining state revenues and, most significantly, in the pupil transportation appropriation since Fiscal Year 2006. In 2011, the Governor even suggested that "getting kids to school is a local responsibility" and the Illinois State Board of Education (ISBE) followed up with legislation that would have eliminated the mandate making the transportation of students to and from school *permissive* for local schools. For the State of Illinois, this action would have eliminated its obligation to provide funding to transport students.

Committee members were concerned that supporting this effort would send a message to lawmakers that lessening the obligation of the State to fund this mandate would open the door to further cuts. Additionally, committee members shared examples of special hardships faced in districts with high poverty counts and maintaining pupil attendance.

The Governor's stance and the ISBE legislative response was to ultimately allow school districts to decide whether or not to provide pupil transportation by removing the mandate. Obviously this recommendation is a more reasoned approach, but the Committee reasoned that modifying the reimbursable distance essentially asked districts to make the same decision. While this is a fiscal issue, school districts serve their students and community. School districts will likely not stop transporting these students to school and this proposal may just result in removing the State's responsibility to reimburse a school district for transportation costs.

8. Mandate Cost & Periodic Review

Submitted by: Glen Ellyn SD 41
Naperville SD 203

BE IT RESOLVED that the Illinois Association of School Boards shall support modifications to the Illinois State Mandates Act (30 ILCS 805) that will strengthen the ability of the Illinois State Board of Education (ISBE) to accurately and sufficiently provide timely information on the costs of mandates including input from local elected boards of education. In addition, the mandates report required for other local governments shall be

required of ISBE to provide timely, updated information on the impact of new mandates as they are enacted.

Rationale: The many competing budget pressures in the State of Illinois have resulted in losses of State education funds in categorical, transportation and grant funding areas. Because of this, Board of Education leaders are required to focus greater attention on how to plan for the annual possibility of further deterioration of state education support. Particularly during a time when school districts are working to implement the state mandated Common Core curriculum to increase academic rigor, and grappling with potential state actions on pensions that may further impact school districts, Boards of Education have a compelling responsibility to carefully allocate funding while anticipating an uncertain financial role from the State.

State Legislators are concerned with education funding and the crucial role that education plays for their constituents and partner with Boards of Education to address these critical issues. At the same time, many pieces of proposed legislation further impact already tight budgets with mandates that often have an unanticipated budgetary impact. These underfunded or unfunded mandates have increased in the past decade from 12 passed between 1991-1999 to 116 passed between 2000-2013. While legislators seek to improve seek to improve safety or training with these measures, the financial and logistical impact on school districts already facing budget challenges and increasing academic rigor must be adequately debated and considered.

Were it consistently implemented, the current practice of requiring a Fiscal Note to indicate financial impact is a practice that could offer school districts a voice by injecting more time in the development of bills that would present the financial impact including technology, logistics and the readiness of a district to handle a new state requirement. Example: The current requirement of a Fiscal Note is seen in the State Debt Impact Note Act (25 ILCS 65/), which requires information "for bills which would appropriate from bond funds, the note shall provide a reliable estimate of the impact of the bill on the State's debt service requirements..."

Budget constraints, the potential passage of pension reform, and the shared commitment to increase the academic rigor for Illinois students necessitate that state legislators partner with boards of education to implement measures that require greater scrutiny on the financial impact of new education bills.

The Resolutions Committee RECOMMENDS DO ADOPT.

Resolutions Committee Rationale: The current State Mandates Act requires that any executive order, administrative rule or legislation that creates or enlarges a State mandate have an appropriation identified "of an amount necessary to provide the reimbursement". Failure of the legislature to appropriate

the revenue necessary to implement the mandate relieves the local government of the obligation to implement, with certain exclusions.

While the State Mandates Act does provide a mechanism, called "Fiscal Notes" and a process for requesting these, the submitting districts aptly describe the difficulty legislators have in identifying the costs of mandates being proposed during the legislative cycle. In order to properly fund recommended mandates they are in need of additional information that can only be provided by local schools.

In addition, the Act provides for a periodic review of mandates for other units of local government. The submitting districts suggest that regular periodic reviews need to be established for schools as well so that legislators will have the information they need to properly respond to proposed new mandates and their impact.

DISTRICT ORGANIZATION & ELECTIONS

9. School Board Election Authority

Submitted by: New Lenox SD 122

BE IT RESOLVED that the Illinois Association of School Boards shall change the requirement of having a school electoral board be designated for the purpose of hearing and passing upon the objector's petition and have the county clerk and two other clerk's designated employees be utilized for the process of hearing on any and all school board election objections filed in the school's local county clerk's office. The county's three board members would then make full determination on the passing and hearing of the objector's petition. This would then be a totally independent determination of a candidate's petition.

Rationale: The basis for this change would then allow for a hearing and the passing of the objector's petition by a totally disinterested hearing board.

The Resolutions Committee RECOMMENDS DO NOT ADOPT.

Resolutions Committee Rationale: This is one of three resolutions that were submitted to address the local school district's responsibilities regarding election petitions, objections, and election authority duties. Recent enactment of a law has rendered these resolutions, as drafted, moot.

On Monday, July 29, 2013, Governor Pat Quinn signed HB 2418 into law (now Public Act 98-0115). This omnibus election law included a provision that removes election authority duties from the local school board and transfers those responsibilities to the county clerk's office. Additionally the legislation requires the county officer's electoral board to hear and act upon objections on nominating petitions.

AMENDED EXISTING POSITIONS

EDUCATIONAL PROGRAMS

10. Position Statement 1.06 Preschool Programs

Submitted by: Alton CUSD 11

The Illinois Association of School Boards shall support legislation to fully fund ~~with new monies~~ both staffing and infrastructure costs associated with early childhood programs by including preschool students in the school district's Average Daily Attendance for such children as originally defined in PA 84-126, and further addressed in PA 94-506 and Public Act 94-1054. (Adopted 1986; Amended 2001, 2006, 2007)

Rationale: No one denies the value of a structured professional preschool education. This is why many parents pay tuition to make sure their child starts school as prepared as possible for success. In the last several years of the implementation of the Head Start Program, the State of Illinois' Pre School For All, and the many private preschools, our preschoolers have received a good early education, but funding of pre-school education in Illinois is not dependable. We need to include the preschooler in the Average Daily Attendance to provide more dependable state aid funding for preschools in our public school districts.

The Resolutions Committee RECOMMENDS DO NOT ADOPT.

Resolutions Committee Rationale: It has generally been the position of the IASB to recognize the importance of preschool programs, but to also recognize the limited availability of funds for education and focus those on the mandated requirement of K-12 education. The consensus of the Committee was that there is a finite amount of money for public education and, currently, the General State Aid formula is not even being funded 100 percent. To redirect funds away from K-12 education, even for an important program like early education, is not prudent at this time.

11. Position Statement 1.03 Physical Education

Submitted by: Dunlap CUSD 323

The Illinois Association of School Boards shall support modifications to existing state mandates which shall allow boards of education to establish time requirements and appropriate exemptions for physical education at the K-12 level. (Portions Adopted 1982, 1986; Reaffirmed 1984, 1987; Amended 1988, 1995)

Rationale: Students in grades 9-10, participating in varsity and non-varsity interscholastic sports, exhibit the same strenuous and rigorous activity as those students in grades 11-12. Students in all grades, 9-12, should have the same exemption from physical education.

The Resolutions Committee RECOMMENDS DO ADOPT.

Resolutions Committee Rationale: The resolution as originally submitted would have directed the Association to support legislation that would allow students in grades 9 and 10 to also be excused from daily physical education (PE) for ongoing participation in an interscholastic athletic program.

Currently, students in grades 11 and 12 are allowed to be excused from daily PE if they participate in an interscholastic athletic program or in order to enroll in a class that if not taken would prevent the student from graduation or result in the student being denied admission to an institution of higher education. Students in grades 9-12 are allowed to be excused from daily PE if they participate in marching band, are enrolled in ROTC, or under conditions specified in a student's Individualized Education Plan (IEP).

After discussions between the Committee and the submitting district, and identifying a current position statement that already addressed the issue, all agreed to modify this current position with broader, more flexible language.

12. Position Statement 1.02 Curricular Material Determination

Submitted by: Geneseo CUSD 228

The Illinois Association of School Boards shall support the right and responsibility of each local school board to determine its curricular content including opposing any mandated curriculum that comes from the Common Core Standards. (Adopted 1981; Amended 1983, 1988, 2001)

Rationale: One size does not fit all. The school districts in Illinois range from the Chicago Public School system to small rural districts with just a few hundred students. Sadly our legislators disregard the diversity of resources and the diversity of needs of local educational agencies. IASB recognizes this by advocating for local control and working with many school boards to find the best way to govern in their individual communities. Whether you support No Child Left Behind (NCLB) or not, the reality if we are facing high stakes testing and many of the curriculum mandates are unrelated to common core standards and are not relevant to all communities in Illinois. Illinois has joined the Partnership for Assessment of Readiness for College and Careers (PARCC) group and the potential for online assessments creates undue burdens on school districts that do not have adequate infrastructure. Simply providing more transition time will provide neither the dollars nor the expertise for appropriate technology for the proposed increased hours of testing. Many small school districts do not have the capacity to handle such a requirement, either putting an unnecessary time restraint on their only computer lab, or forcing them to purchase equipment they cannot afford. School districts should have the right to choose the curriculum best suited to their individual communities and decide how best to serve their students according

to the board goals and mission statements. Simply saying there are federal pressures put upon the State Board of Education is not sufficient rationale to impose unrealistic curricular and assessment requirements.

The Resolutions Committee RECOMMENDS DO ADOPT.

Resolutions Committee Rationale: The Illinois State Board of Education adopted the "Common Core Standards" in 2010 by administrative rule. There was no legislation. Over 40 states have adopted "Common Core".

Though advocates of the new standards pledge that no new national curriculum is coming, the Resolutions Committee discussion focused on the recognition that local control is being eroded and even if there is currently "no intention" of mandating a statewide or national curriculum, past experiences on similar issues would show otherwise.

The new standards have already caused a tremendous change as our State standardized tests for students will be changed for the next school year. The Partnership for Assessment of Readiness for College and Careers (PARCC) examination will be implemented in Illinois. The PARCC Assessment, which must be taken electronically, is supposed to be implemented for the 2014-2015 school year, but it may not be ready by then. There are concerns about school districts having capable computers and whether some communities have the adequate bandwidth to provide the online Assessment.

FINANCING PUBLIC EDUCATION-STATE

13. Position Statement 2.27 State Authorized Charter School Funding

Submitted by: Woodland CCSD 50
Wheaton Warrenville CUSD 200
CCSD #168 (Sauk Village)

The Illinois Association of School Boards shall urge adoption of legislation, similar to House Bill 2660, Amendment #1, in the 98th General Assembly, which would revise the method of funding State-authorized charter schools so as to limit the withholding of State funds from host school districts. With respect to State authorized virtual charter schools, further limit the withholding of State funds from host school districts in proportion to the per pupil expenditure used for building maintenance, classroom supplies, transportation, safety and security, and other costs unique to "brick and mortar" schools. For all State-authorized charter schools, require that proof of continuing enrollment and attendance be submitted quarterly, with prorated refunds to the host school district upon withdrawal of students from the charter school.

Rationale: Decreases in State aid endangers services for both State-authorized charter schools and their host school districts. Adoption of legislation similar to HB 2660 would avoid cap on charter school funding short of per capita entitlement and shift responsibility

for funding State-authorized charter schools from the local district to the State. Further, the bill would limit creation of new State-authorized charter schools to the extent that the State provides means to fund them and does not mandate additional appropriations.

The rapid expansion of technology has greatly improved many aspects of life, including education, but it also opens new potential areas of abuse by those who wish to use it for personal gain. In February, 18 West Suburban school districts received petitions from an organization seeking to operate an online, "virtual," charter school throughout all 18 districts.

The legislature has put a one year moratorium on virtual charter proposals, to allow time for a review of this concept. Under current charter school law, virtual schools could draw the same amount of public funds from local school districts as if they were brick and mortar schools with on-site students, taking the equivalent of 75% to 125% of local district tuition. This proposed amendment seeks to update the Association's current Position Statement 2.27 on charter school funding regarding this issue.

The Resolutions Committee RECOMMENDS DO ADOPT.

Resolutions Committee Rationale: As there were several resolutions submitted regarding virtual charter schools, the Committee worked with each of the submitting districts on this combined proposal to amend our current position statement. The Resolutions Committee agreed that these were common sense changes that would improve the Charter Schools Law regarding the funding of State-authorized charter schools.

14. Position Statement 2.03 Funding Mandated Programs

Submitted by: Geneseo CUSD 228

The Illinois Association of School Boards believes that legislation encroaching upon local and lay control of the public schools should be curtailed, and, therefore:

- shall oppose programs or services mandated by the Illinois General Assembly, the State Board of Education, or any other State agency, unless there is clear evidence of need for the mandate and the Illinois General Assembly provides non-local revenues to fully fund the additional costs of those programs;
- shall urge the members of the General Assembly to strictly comply with the State Mandates Act, including specifying and labeling in the descriptions of legislation containing unfunded mandates that such mandates occur, and to refrain from passing any legislation which contains an exemption from the Act, and urge the Governor to veto any such legislation that may reach the Governor's desk;
- shall urge State agencies and commissions that adopt regulations accompanying legislative mandates to specify required outcomes and criteria for determining compliance, and allow local districts to determine the specific methods and procedures by

which required outcomes will be accomplished. Required time lines for accomplishment should reflect consideration of the human and material resources and amount of deliberation and development necessary to accomplish the mandate

- ~~shall urge the General Assembly to adopt legislation which would allow school districts greater flexibility in regard to state mandates and the use of grants.~~
- shall support legislation that causes all statutory and regulatory educational mandates to sunset if sufficient funding is not provided to implement such mandates and requirements. Local school districts may choose to continue to implement the mandated programs voluntarily until such time that the General Assembly appropriates the funding necessary to cover the costs of the required programs.

Rationale: Despite \$861 million dollars in cuts to state education funding since 2009, the Illinois legislature continues to pass unfunded mandates at an

unprecedented rate. Since 1992 there have been over 120 unfunded mandates added to the books, per IASB's "Mandates Enacted Since 1992." Attached is a picture of the Illinois School Code from 1981 underneath the hefty 2012 Illinois School Code. A picture says a thousand words. One glaring example of an unfunded mandate is the cut in districts local control in finding common sense solutions to the issue. If left unchecked, the Illinois legislature will continue to pass unfunded mandates irresponsibly.

The Resolutions Committee RECOMMENDS DO ADOPT.

Resolutions Committee Rationale: The Committee agreed with the submitting district's rationale and only suggested that this resolution be adopted as an amendment to existing Position Statement 2.03. The committee expressed strong feelings regarding the directive that school districts should not be required to continue mandates that are not fully funded.

REAFFIRMATION OF EXISTING POSITIONS

BOARD EMPLOYEE RELATIONS

15. Prevailing Wage Act (5.05)

Submitted by: O'Fallon CCSD 90

The Illinois Association of School Boards shall work to repeal legislation that regulates wages of laborers, mechanics and other workers employed by school districts and those under contract for work being done in school districts, or amend the Prevailing Wage Act to exempt school districts from its scope. (Amended 1982, 1990, 2011; Reaffirmed 1985, 1988, 1996, 2009, 2012)

Rationale: We object to the Prevailing Wage Act. The Prevailing Wage Act requires all Illinois public bodies to pay not less than the prevailing hourly rate of pay for all "public works", as that term is defined in the Act. It inhibits competition by artificially setting wages that would otherwise reduce the cost of school district construction projects. It causes increased costs to the

school district, which reduce the amount of construction, repair and replacement projects which the school district can afford to complete. The Prevailing Wage Act negatively affects the students, taxpayers and residents of O'Fallon CCSD 90.

The Resolutions Committee RECOMMENDS DO ADOPT.

Resolutions Committee Rationale: In the past decade, there has been an onslaught of bills that would expand and/or add onerous additional regulations to the Prevailing Wage Act. IASB has worked within a coalition of the business community, construction contractors, and municipal governments to fight these bills every year. The coalition has been successful in blocking the most onerous bills, but several more minor changes have passed.

IASB has also engaged legislators in conversations regarding the repeal of the Prevailing Wage Act, or amending the Act to exempt school districts from the scope of the Act.

CURRENT POSITIONS

EDUCATIONAL PROGRAMS

1.01 EDUCATIONAL PROGRAMS

The Illinois Association of School Boards urges its member districts to develop educational programs so as to maximize educational opportunities for students by fully utilizing teacher and staff potential, community resources and physical facilities. The goal of each district shall be to serve the interest, talents and needs of

each child through an outstanding well-balanced program. The Association shall also encourage its members to increase their awareness of the Mental Health Code (405 ILCS 49/15) which supports developments and implementation of a plan to incorporate social and emotional standards as part of the Illinois Learning Standards. (Adopted 1959; Amended 1988, 2009)

1.02 CURRICULAR MATERIAL DETERMINATION

The Illinois Association of School Boards shall support the right and responsibility of each local school board

to determine its curricular content. (Adopted 1981; Amended 1983, 1988, 2001)

1.03 PHYSICAL EDUCATION

The Illinois Association of School Boards shall support modifications to existing state mandates which shall allow boards of education to establish time requirements for physical education at the K-12 level. (Portions Adopted 1982, 1986; Reaffirmed 1984, 1987; Amended 1988, 1995)

1.04 P. E. EXEMPTION FOR SHOW CHOIR

The Illinois Association of School Boards shall attempt to have legislation passed that would amend 105 ILCS 5/27-6 of the School Code of Illinois to grant an additional exemption for students, grades 9-12, enrolled in an ongoing Show Choir program for credit. (Adopted 2012)

1.05 STUDENT RETENTION AND HIGH SCHOOL COMPLETION

The Illinois Association of School Boards shall urge Congress and the Illinois General Assembly to commit the appropriate resources and develop programs that would reduce the dropout rate throughout the state of Illinois with specific emphasis on early intervention in the elementary level and continuous intervention at the secondary school level to facilitate graduation. (Adopted 1986; Amended 2003)

1.06 PRESCHOOL PROGRAMS

The Illinois Association of School Boards shall support legislation to fully fund with new monies for both staffing and infrastructure costs associated with early childhood programs for such children as originally defined in PA 84-126, and further addressed in Public Act 94-0506 and Public Act 94-1054. (Adopted 1986; Amended 2001, 2006, 2007)

1.07 DISCIPLINE FOR SPECIAL EDUCATION STUDENTS

The Illinois Association of School Boards shall develop and implement a legislative agenda at the Federal and State levels which urges the adoption of legislation easing the legal restrictions imposed on local school boards for disciplining students enrolled in special education programs, including the suspension and expulsion of such students, and providing for a less restrictive access to records of transferees due to expulsion. (Adopted 1994; Amended 1995)

1.08 STANDARDIZED TEST PROCEDURES

The Illinois Association of School Boards shall urge the Illinois State Board of Education to contract with a national testing company to develop a state assessment test that will test the Illinois Learning Standards on a yearly basis in compliance with, and only testing those areas required by, the federal "No Child Left Behind" Act. Further the IASB shall support legislation to:

- require that the test be given no later than October

of each year with results received by local school districts no later than December of that same year;

- provide that assessments include both an annual overall performance measure as well as a system of formative classroom-level assessments that are linked to desired standards;
- require that the test will remain the same for 10 years with only changes in the test items to maintain security;
- require that the cut scores be set before the test results are tabulated, leaving the score ranges the same from year to year and from grade to grade; and
- expedite and fully fund test development and implementation of an appropriate assessment instrument for English language learners. (Adopted 2002; Amended 2003, 2008; Reaffirmed 2011)

1.09 STUDENT ASSESSMENT

The Illinois Association of School Boards shall support legislation that will modify required State student assessments so testing does not go beyond what is required by federal law, and that prohibits the Illinois State Board of Education from pursuing activities designed to expand student assessment without legislative approval. Further, the Association shall support efforts to modify the Illinois and federal student assessment processes so that they will:

- reduce costs to schools, the state and therefore taxpayers
- enhance student achievement;
- increase student instructional time;
- facilitate test score comparability within and across state lines;
- fairly test students who are English language learners so that their academic progress can be accurately assessed regardless of their fluency;
- return test results in a manner that will allow school districts to maximize student learning;
- comply with the federal accountability mandate tied to testing;
- maintain a needed emphasis on the Illinois Learning Standards; and
- develop a reporting process that reflects a school's progress beyond simply student assessment scores. (Adopted 2002; Amended 2008; Reaffirmed 2011)

1.10 NO CHILD LEFT BEHIND

The Illinois Association of School Boards:

- strongly disagrees with the premise that the quality and complexity of teaching and learning can be adequately and solely assessed by one achievement test given once during the school year;
- disagrees with the practice of assessing all schools with inconsistent standards allowed to be used by individual states to determine school accountability and adequate yearly progress;

- believes that the federal government has no constitutional authority to sanction local school districts; and
- believes that the current Adequate Yearly Progress (AYP) accountability model for students with disabilities is not consistent with the goals of the new IDEA (Individuals with Disabilities Education Act), as amended.

Therefore, the IASB shall work with the National School Boards Association and other coalitions to urge Congress and the Illinois General Assembly to:

- amend the provision allowing for one high-stakes test to determine student achievement;
- remove the provisions for local school district sanctions per Section 103 of Public Law 96-88 (20 USC 3401) which created the U.S. Department of Education;
- focus on professional development for teachers and administrators;
- fully fund any requirements placed on local school districts;
- amend the Act to permit alternate assessments and other appropriate measures of achievement for students with disabilities as specifically addressed by the student's Individual Education Program (IEP);
- amend the act to permit alternate assessments and other appropriate measures for English language learners, including but not limited to providing directions and question content in their most fluent language, or to allow removal of individual English language learners from the subgroup when no appropriate test at their language level exists;
- allow academic progress to be charted by comparing performance measures made at periodic intervals within cohorts of students rather than by comparing the grade level group test scores from year to year; and
- reject the adoption of an NCLB requirement that high school students be tested annually as the sole measure of academic achievement. (Adopted 2003; Amended 2005, 2008, 2011)

1.11 NO CHILD LEFT BEHIND – MILITARY RECRUITMENT

The Illinois Association of School Boards shall work with the National School Boards Association and other coalitions to urge Congress and the General Assembly of Illinois to, regarding the No Child Left Behind Act, replace the opt-out burden on parents with an opt-in provision with regard to the requirement of secondary schools to disclose student information to military recruiters. (Adopted 2005)

1.12 ADVANCED PLACEMENT FOR STUDENTS

The Illinois Association of School Boards shall offer and support legislation guaranteeing that the graduates of Illinois public high schools who achieve the following scores on Advanced Placement examinations shall be accorded, at minimum, the following benefits by all

Illinois public colleges and universities:

For scores of 3, 4 or 5, full credit for completion of the college or university course corresponding to the Advanced Placement exam, including the award of the semester or credit hours (or their equivalent) which would have been earned if the student had successfully completed the coursework and any predecessor coursework at the postsecondary institution.

In all cases, Illinois public colleges and universities shall be free to award credit or benefits for scores below 3 as they see fit. Similarly, Illinois public colleges and universities shall continue to be free to grant such additional credit and placement in still higher coursework for scores of 4 and 5 as they see fit. (Adopted 2004)

1.13 SCHOOL ATTENDANCE DAYS

The Illinois Association of School Boards shall support a policy variance by the Illinois State Board of Education to allow Unit School Districts the option to stagger the start and end date of schools within their district based on developmental and educational appropriateness, without penalty to state aid appropriations, provided that all students in the district meet required student attendance requirements. (Adopted 2004)

1.14 IEP OUT-OF-GRADE LEVEL ASSESSMENT

The Illinois Association of School Boards shall advocate for, offer, encourage and support legislative action designed to:

1. Issue findings that No Child Left Behind (NCLB) is in conflict with the Individuals with Disabilities Education Act (IDEA), in particular in reference to the failure of NCLB to permit the use of out-of-grade level assessments to evaluate the achievement of students whose Individualized Educational Plan (IEP) calls for such testing;
2. Call on, petition and recommend that the United States Department of Education clarify the assessment rules of NCLB to permit the use of out-of-grade level assessments to evaluate students whose IEP calls for such testing;
3. Compel the Illinois State Board of Education (ISBE) to take all steps available to it (including, but not limited to, granting such exceptions and flexibility as it is maximally allowed under NCLB and altering its plans for NCLB implementation in Illinois) to permit as much IEP-consistent assessment testing as students' IEPs may dictate in evaluating the progress of students with IEPs;
4. Take such steps as ISBE and the General Assembly may determine are necessary to cause the implementation of NCLB in Illinois to be harmonized with the requirements of IDEA; and
5. Make it clear to all persons that out-of-grade level assessments are not "alternate assessments" for purposes of NCLB. (Adopted 2006; Reaffirmed 2011)

1.15 FUNDING FOR DIFFERENTIATED INSTRUCTION

The Illinois Association of School Boards shall seek administrative and legislative actions calling for the provision of separate and sufficient new monies to support programs of differentiated instruction for those students identified as having exceptional talents and abilities, permitting these students to reach their potential. Such student talents and abilities may be in areas that expand beyond the core curricula. To ensure efficiency and productivity in the implementation of these programs, school districts should be provided sufficient flexibility in the acquisition and expenditure of such State funds. (Adopted 2007)

1.16 PRESCHOOL—PRIORITIZE PUBLIC SCHOOLS

The Illinois Association of School Boards shall support full funding of early childhood programs operated by public schools as a priority. (Adopted 2007; Amended 2012)

1.17 BILINGUAL EDUCATION OPTIONS

The Illinois Association of School Boards shall request the Illinois State Legislature to pass legislation to amend the current Illinois School Code to make Transitional Bilingual Education optional and not mandatory. (Adopted 2008)

1.18 STUDENT ACADEMIC PLACEMENT

The Illinois Association of School Boards shall support local school district and parent collaboration, evaluation and decision-making regarding the grade-level placement of students based upon their academic, social, and emotional maturity and readiness to advance. When parental advancement requests deviate from normal school advancement, school districts maintain the authority to evaluate and place students. (Adopted 2010; Reaffirmed 2011)

FINANCING PUBLIC EDUCATION — STATE

2.01 PRIORITY AND SUPPORT

The Illinois Association of School Boards shall urge the Governor and General Assembly of Illinois to establish education as the number one priority of state government, to increase funding of education to such levels as would be necessary to implement the constitutional requirement that the state have primary responsibility for financing the system of public education, including the funding of educational reform, and to adjust the state aid formula to offset increased inflationary costs. (Portions Adopted 1973, 1977, and 1986; Amended 1988; Reaffirmed 2000, 2004, 2006, 2012)

2.02 FUNDING SOURCES

The Illinois Association of School Boards shall support the enactment of additional sources of state revenue if,

after thorough examination of state funding priorities, it is determined that such additional taxes are necessary. (Adopted 1975; Reaffirmed 1987; Amended 1988)

2.03 FUNDING MANDATED PROGRAMS

The Illinois Association of School Boards believes that legislation encroaching upon local and lay control of the public schools should be curtailed, and, therefore:

- shall oppose programs or services mandated by the Illinois General Assembly, the State Board of Education, or any other State agency, unless there is clear evidence of need for the mandate and the Illinois General Assembly provides non-local revenues to fully fund the additional costs of those programs;
- shall urge the members of the General Assembly to strictly comply with the State Mandates Act, including specifying and labeling in the descriptions of legislation containing unfunded mandates that such mandates occur, and to refrain from passing any legislation which contains an exemption from the Act, and urge the Governor to veto any such legislation that may reach the Governor's desk;
- shall urge State agencies and commissions that adopt regulations accompanying legislative mandates to specify required outcomes and criteria for determining compliance, and allow local districts to determine the specific methods and procedures by which required outcomes will be accomplished. Required time lines for accomplishment should reflect consideration of the human and material resources and amount of deliberation and development necessary to accomplish the mandate
- shall urge the General Assembly to adopt legislation which would allow school districts greater flexibility in regard to state mandates and the use of grants.

(Adopted 1976; Amended 1988, 1989, 2001, 2005; Reaffirmed 1980, 1991, 1994, 1999, 2002, 2009)

2.04 FUNDING SPECIAL EDUCATION PROGRAMS

The Illinois Association of School Boards shall urge the Congress of the United States to adequately fund Public Law 94-142 (Individuals with Disabilities Education Act) commensurate with the mandates required by the Act:

- shall strongly encourage the State of Illinois to totally fund with new monies, in a timely manner, the extra costs of educating children with special needs including transportation and accessibility costs;
- shall seek changes in current practice to fund local districts for special education professional personnel at 51% of the prior year's average salary for such professionals; and
- shall continue to oppose any requirement that local public school districts pay room and board costs for any handicapped child placed in private facilities. (Portions adopted 1977, 1980, 1986; Portions Reaffirmed 1985, 1986, 2002; Amended 1988, 2000, 2001)

2.05 CORPORATE PERSONAL PROPERTY REPLACEMENT TAX

The Illinois Association of School Boards shall oppose any attempt to reduce the Corporate Personal Property Replacement Tax revenues provided by the current Act. (Adopted 1981)

2.06 IMPACT AID (STUDENT HOUSING)

The Illinois Association of School Boards shall support legislation reinstating Impact Aid to school districts where there are students residing in housing provided on state property from which no property taxes are received. The Impact Aid shall be based on the number of students generated from the state property. (Adopted 1986)

2.07 CONTRACTING DRIVER'S EDUCATION

The Illinois Association of School Boards shall support legislation authorizing school districts to provide a comprehensive driver education program through contract. Such contracts shall be made with properly authorized persons or agencies and may include provisions calling for the use of school property. (Adopted 1982)

2.08 TAX ASSESSMENT SCHEDULES

The Illinois Association of School Boards shall seek and support legislation to promote the beneficial realignment of tax assessment dates and school levy deadlines. (Adopted 1988; Reaffirmed 1998)

2.09 PERMISSIVE RATE EQUALIZATION

The Illinois Association of School Boards shall urge the Illinois General Assembly to equalize taxing authority without referendum of dual and unit districts in all funds so that the unit districts' authority would be equal to the sum of the dual districts' tax rate. (Adopted 1981; Amended 1986; Reaffirmed 1988)

2.10 RESIDENTIAL PLACEMENT COSTS

The Illinois Association of School Boards shall inform the General Assembly and Governor's Office that children who are wards of the State create a significant impact on local school district budgets when they are placed in temporary shelters and foster homes. Further, the State shall provide 100% of the cost of these placements. The Association:

- shall work to increase the financial incentives to those local school districts which provide alternatives to residential placement for those students;
- shall initiate and support legislation that will require the Department of Children and Family Services to involve local school districts in any plans for group placements of children in those districts and that funds for educating the placed youngsters must be earmarked (appropriated, planned for) in the agency's budget prior to finalizing any plan; and
- shall seek and support legislation for the State of Illinois to provide funds to local school districts for

purchasing or constructing additional classrooms that are required to provide instruction for students who reside in state facilities located within the district. (Adopted 1991; Amended 2001)

2.11 STATE AID PAYMENTS

The Illinois Association of School Boards shall support legislation that requires the State of Illinois to make general state aid payments to school districts, on a monthly basis, during the entitlement year in which they are appropriated. Furthermore, the Illinois Association of School Boards shall support legislation that requires the State of Illinois to pay interest at the current legal rate on any payments which are late. (Adopted 1991; Reaffirmed 2000; Amended 2011)

2.12 CAPITAL FUNDING FOR SCHOOL CONSTRUCTION

The Illinois Association of School Boards shall actively work with the Illinois General Assembly and the Illinois State Board of Education to increase capital funding for public school infrastructure improvement and development. The IASB shall advocate that the General Assembly study and consider additional forms of financial revenue for school construction needs, including but not limited to, sales tax revenue. Any new revenue shall supplement current school construction funds, not supplant them. (Adopted 1994; Amended 1998, 2006; Reaffirmed 2007)

2.13 HEAT DAYS FUNDING

The Illinois Association of School Boards shall strongly support legislation to totally fund "heat" days for our schools. (Adopted 1996)

2.14 SUMMER SCHOOL FUNDING

The Illinois Association of School Boards shall support legislation to provide adequate funding to school districts to provide summer school "at risk" academic programs. (Adopted 1996)

2.15 LOCAL TAX COLLECTION AND DISTRIBUTION

The Illinois Association of School Boards shall seek legislation to amend the tax code, or other prescriptive procedures, to minimize the punitive effects of delinquent collection and disbursement to districts of tax moneys raised by local levy. In the event tax monies are not collected or disbursed as required by State law, it shall be the county's obligation to reimburse the taxing district for any loss incurred. (Adopted 1996; Amended 1999)

2.16 TAX LEVY AMENDMENTS

The Illinois Association of School Boards shall seek legislation to provide that a duly constituted Board of Education may submit an amended tax levy to avail itself of potential additional revenue through a change and increase in district EAV (Equalized Assessed Valuation), provided the original levy was properly filed

on time, based upon the best information available at the time of filing, and the change in EAV has occurred since the filing of the original levy. (Adopted 1996)

2.17 ALTERNATIVE SCHOOLS

The Illinois Association of School Boards shall support adequate State funding for regional alternative schooling programs. (Adopted 1997)

2.18 TORT IMMUNITY FUND

The Illinois Association of School Boards shall oppose legislation that seeks to limit a school district's legitimate use of the tort immunity fund. This includes amendments to the Local Government and Governmental Employees Tort Immunity Act that would prohibit the issuance of bonds or the levying of taxes by a school board to fund the costs of complying with equitable remedies or relief, or with an injunction agreed to by the school board or ordered by any court. (Adopted 1998)

2.19 SCHOOL FUNDING AND TAXATION REFORM

The Illinois Association of School Boards shall actively support the general concepts regarding school funding reform, property tax relief and tax reform identified in the legislative outline prepared by the Center for Tax and Budget Accountability in June of 2004. Legislation resulting from that legislative outline shall be supported by the Illinois Association of School Boards provided that: the State guarantees the payment of property tax relief grants will be made in a timely fashion with no loss of funds to the school district: school districts have continued access to local property tax revenues through levies and referenda the legislation meets the criteria outlined in the IASB Position Statement 2.34 – School Finance Reform. (Adopted 2004; Amended 2005)

2.20 SCHOOL CONSTRUCTION GRANT PROGRAM

The Illinois Association of School Boards shall continue to support the current School Construction Grant Program and its provisions for grant applications, grant entitlements, grant awards, and local school district authority to select architects, engineers, contractors, and laborers. All school districts with an approved school construction grant entitlement shall be paid the amount of the entitlement in its entirety before a new school construction program can be implemented. (Adopted 2006)

2.21 SCHOOL CONSTRUCTION GRANT INDEX

The Illinois Association of School Boards shall support legislation that would amend Section 5-5 of 105 ILCS 230 to calculate the grant index in the school construction program for each of those school districts that consolidate or join for a cooperative high school after July 1, 2006 and utilize whichever grant index is highest for the newly consolidated district or cooperative high school rather than a composite index of all districts involved. (Adopted 2006)

2.22 CONSTITUTIONAL AMENDMENT ON SCHOOL FUNDING

The Illinois Association of School Boards shall support passage of an amendment to the Illinois Constitution that would make education a fundamental right, would make it a paramount duty for the State to provide a thorough and efficient system of public education, and that would provide that the State has the preponderant financial responsibility for financing the system of public education. (Adopted 2006; Reaffirmed 2007)

2.23 NON-RESIDENT STUDENT TUITION

The Illinois Association of School Boards shall support legislation to allow legally enrolled students who have become non-residents of the district to attend the school as a non-resident student, tuition-free, only until the end of the grading period in which the student was determined to be a non-resident. The legislation should allow students who are seniors in high school, and legally enrolled on the first day of school to continue in the district, tuition free, only until the end of that school year. (Adopted 2007; Reaffirmed 2008)

2.24 ISBE OVERSIGHT AGREEMENT

The Illinois Association of School Boards shall work to modify state statutes governing Illinois State Board of Education (ISBE) school district oversight panels or finance authorities. Statutory changes should include, but not be limited to, the following:

- Unless called for by the local school district, an oversight panel or finance authority shall not be imposed without a rigorous set of criteria proving the school district will not or cannot serve the needs of its students, staff and community;
- Clear benchmarks and goals shall be included in the establishment of an oversight panel or finance authority and once substantially met, the oversight-panel or finance authority shall be dissolved;
- Bonding authority and issuance must remain the responsibility of the elected school board so that the duration of the oversight can be minimal;
- Progress toward benchmarks and goals must be reviewed and shared with the school district under oversight on a regular basis including any reasons or criteria for inability to make progress. Review should also recommend any modifications needed to achieve success;
- Due process and review by the Attorney General must be afforded school districts when appropriate; and
- ISBE authority to establish oversight panels or finance authorities shall not be broadened to facilitate imposition of a panel or authority or to expand their oversight once put in place. (Adopted 2009; Amended 2010)

2.25 MULTI COUNTY SCHOOL DISTRICT GSA OFFSET

The Illinois Association of School Boards shall support legislation to modify the GSA (General State Aid)

Formula calculation for multi-county PTELL (Property Tax Extension Limitation Law) school districts which have lost GSA for current and prior years due to an estimate of Equalized Assessed Value (EAV) utilized by the county providing the limiting rate to the Illinois State Board of Education (ISBE) for use in calculating a District's GSA. (Adopted 2010)

2.26 CATEGORICAL REDUCTIONS PROSPECTIVE ONLY

The Illinois Association of School Boards shall support legislation requiring that any reductions in line item funds for categorical payments which are subject to reimbursement by the State (e.g. transportation or special education) shall be prospective only and shall not affect such line item costs incurred by a school district prior to such reduction but not yet claimed or approved for reimbursement. (Adopted 2011)

2.27 STATE AUTHORIZED CHARTER SCHOOL FUNDING

The Illinois Association of School Boards shall urge adoption of legislation which would revise the method of funding State-authorized charter schools so as to limit the withholding of State funds from host school district to reflect the percentage of state funding to the district in the prior fiscal year and to ensure State provision of the entire balance of per capita funding entitlement to the charter school. (Adopted 2012)

FINANCING PUBLIC EDUCATION — LOCAL

2.28 PROPERTY TAX ASSESSMENT AND COLLECTION

The Illinois Association of School Boards shall oppose the assessment and collection of property taxes at the statewide level. (Adopted 1987)

2.29 PROPERTY TAX BASE

The Illinois Association of School Boards shall oppose any reduction in a district's access to local property tax revenue and shall oppose legislation that would erode the property tax base to educate children in the state of Illinois. (Adopted 1987; Amended 1988, 2001; Reaffirmed 2005, 2006)

2.30 STANDING ON TAX APPEALS

The Illinois Association of School Boards shall support legislative action to enable public school districts, in Cook County specifically, to (1) receive notices of assessment appeals in excess of \$100,000; (2) become participants in assessment reduction proceedings at the administrative and judicial levels; and (3) allow the refund to be credited toward future property tax payments. Further, the IASB urges that the necessary resources be made available in order to facilitate the timely processing of property tax appeal proceedings. (Adopted 1975; Amended 1988, 2000, 2005, 2006; Reaffirmed 1985)

2.31 TAX INCREMENT FINANCING

The Illinois Association of School Boards shall support changes in the current Tax Increment Financing statute that will model adoption procedures after those established for Enterprise Zones, continue to provide definitions for terms such as "blighted" used in the statute, develop procedures for disbanding TIF areas that do not produce anticipated growth, remove the requirement that all taxing bodies participate equally, to be monitored by the TIF Joint Review Board at each of its scheduled meetings, reduce the financial impact of the TIF area so that the percentage loss of Equalized Assessed Valuation (EAV) involved in the TIF will not exceed twice the average loss of EAV to each taxing body, limit its use in new residential development, and make the recommendation of the Joint Review Board binding. (Adopted 1986; Amended 1990, 1997; Reaffirmed 2006)

2.32 SITE DEVELOPMENT

The Illinois Association of School Boards supports requiring builders and subdividers to dedicate land for school purposes or to make cash payments in lieu of such dedications and to allow cash payments to be used for operational expenses. (Adopted 1971; Amended 2004)

2.33 PROPERTY TAX CAP

The Illinois Association of School Boards shall oppose any limitation which would require school boards to have to go to referendum to gain authorization to extend taxes to limits previously authorized by the voters. The Association shall support legislation designed to:

- exempt the districts in counties under the Property Tax Extension Limitation Law (PTELL) from the restrictions of the tax cap in their Fire and Life Safety, IMRF, Social Security and Tort Immunity funds
- base the property tax cap on the Employment Cost Index (ECI) rather than the Consumer Price Index; base any such index (CPI or ECI) on a method for calculating average over time to lessen the unpredictability of tax capped local resources; and
- to establish a "floor" to PTELL to ensure that the allowable percentage increase in the extension cannot be less than the allowable percentage increase in the 1998 levy year. (Adopted 1990; Amended 2001, 2002, 2006, 2009; Reaffirmed 1991)

2.34 PROPERTY TAX CAP – GSA CALCULATION

The Illinois Association of School Boards shall support legislation to modify the General State Aid Formula calculation for school districts subject to PTELL (Property Tax Extension Limitation Law) such as that they are not penalized when successfully passing an operating fund rate increase referendum. (Adopted 2008)

2.35 PROPERTY TAX CLASSIFICATION

The Illinois Association of School Boards shall oppose

any reduction in real estate assessment for residential property which is not offset on a one-to-one ratio.
(Adopted 1991)

2.36 SCHOOL FINANCE REFORM

The Illinois Association of School Boards shall adopt as a position statement the recommendations contained in the Report of the Finance Initiative Committee of the Illinois Association of School Boards which reads:

"The State of Illinois, having the responsibility of defining requirements for elementary and secondary education, establishes that the primary purpose of schooling is the transmission of knowledge and culture through which children learn in areas necessary to their continuing development. Such areas include the language arts, mathematics, the biological, physical and social sciences, the fine arts and physical development and health.

Each school district shall give priority in the allocation of resources, including funds, time allocation, personnel, and facilities to fulfilling the primary purpose of schooling." (The School Code, 105 ILCS 5/27-1)

The Illinois Association of School Boards believes that adequate funding must be provided for each student in order to guarantee the opportunity for an appropriate public education.

An appropriate education is defined as an education that provides for all students educational opportunities that meet the goals for learning established by the state in the Education Reform Act of 1985 and local community expectations as expressed through local board policy.

The following is criteria by which proposals for school finance reform shall be evaluated:

- 1) The state's funding of public education should provide for a stable, reliable and predictable commitment of revenue.
- 2) State funding levels for public education should be a function of the actual cost of providing an appropriate education.
- 3) Adequate funding should be sought through the addition of new state revenues for public education.
- 4) Any funding formula developed by the General Assembly shall place high priority upon achieving the goal of equity in providing financial resources to local school districts.
- 5) Increased state funding for public education should not reduce the access of school districts to the local property tax base.
- 6) In the distribution of state funds to local school districts:
 - a) funding differentials for various levels of schooling are appropriate only if based on verified costs;
 - b) consideration should be given to regional differences in the cost of providing an appropriate education;
 - c) the method of calculating the number of students

coming from disadvantaged backgrounds should be based on current, verifiable data;

- d) size of school district is important only to the extent that a district provides an appropriate education.
- 7) A specified local tax effort should be required to qualify for state aid.
- 8) Authority for changing a district's aggregate tax levy should be retained by the local board of education.
- 9) Taxing authority without referendum for unit districts in all funds should be equal to the sum of the taxing authority in dual districts.
- 10) Funding should not be tied to mandated training of local Boards of Education. In order to obtain substantial new state revenues for funding an appropriate education, the following considerations should have an impact on any proposal for school finance reform:
 - a. A legitimate level and type of accountability will be needed.
 - b. The physical plant needs of Illinois' school districts should be addressed.
 - c. Taxpayer equity and relief, including uniform tax assessment and procedures as well as tax relief for limited fixed income and disabled citizens, should be provided. (Adopted 1990; Amended 1996, 2008; Reaffirmed 2001, 2012)

2.37 CHANGES IN SCHOOL ACCOUNTING PRACTICES

The Illinois Association of School Boards shall oppose legislation or rulemaking proposing cosmetic and costly changes in the school accounting practices or fiscal year, including but not limited to, mandatory accrual basis accounting, major program determination, depreciation allocation, and management's discussion and analysis. (Adopted 1992; Amended 2003)

2.38 TAX LAW AND ASSESSMENT PRACTICES

The Illinois Association of School Boards shall support legislation to create uniformity and equality in Illinois property tax laws regarding assessment practices. (Adopted 1993; Reaffirmed 2002)

2.39 IMPACT FEES FOR RESIDENTIAL DEVELOPMENT

The Illinois Association of School Boards shall participate in the development and passage of statewide enabling legislation allowing local boards of education to impose residential development impact fees with the option of local municipal control through intergovernmental cooperation. (Adopted 1994; Reaffirmed 1996, 1998)

2.40 BOND AND INTEREST LEVY

The Illinois Association of School Boards shall attempt to have legislation passed that would permit a school district to increase the bond and interest levy to recover taxes lost from an adverse Property Tax Appeal

Board Decision, that caused the district to expend operating funds to amortize debt. (Adopted 1994)

2.41 LOCAL TAXES ON SCHOOL DISTRICTS

The Illinois Association of School Boards shall support legislation that would exempt public schools from all taxes imposed by state, federal, and units of local government. They shall neither seek to deprive or deplete public schools of their funds. Each public school district shall be issued its own district's State and Federal Tax Exemption Identification Number for such exemption. It shall be the responsibility of the taxing body to notify the agency collecting the tax of its exemption and assure its implementation. (Adopted 1996; Reaffirmed 2001, 2008; Amended 2004)

2.42 PROPERTY TAX RATE INCREASES

The Illinois Association of School Boards shall support legislation that would require that new property tax rates levied immediately following successful passage of tax rate increases be used as the calculating rate and extended as required under the School Code (105 ILCS 5/17-3.2). (Adopted 2002)

2.43 PROPERTY TAX CAP EXPIRATION

The Illinois Association of School Boards shall support a change in State law to create a four-year sunset on the implementation of the Property Tax Extension Limitation Law (PTELL) in each county in which PTELL has been enacted. The four-year sunset would also apply to the enactment of PTELL in any county approving PTELL after the effective date of the legislation. Any desire to extend PTELL beyond the four years would require the County Board to again place the question on the ballot and receive a positive majority of votes in the next general election. (Adopted 2004; Reaffirmed 2006, 2007)

2.44 TRUTH IN TAXATION

The Illinois Association of School Boards shall seek a modification in the Truth in Taxation Notice that reflects the natural economic appreciation effect of changes in property values when reporting the percentage increase or decrease over the previous year's tax levy. (Adopted 2006)

2.45 SALES TAX FOR SCHOOL DISTRICTS

The Illinois Association of School Boards shall advocate that the General Assembly study and consider legislation allowing school districts access to additional forms of financial revenue, both state and local sources, including but not limited to, sales tax revenue. Further, any form of additional revenue for schools must provide that school districts determine the fund(s) in which to place the additional revenue. (Adopted 2006)

2.46 ABATEMENTS FOR HOME BUILDERS

The Illinois Association of School Boards shall support legislation to amend the Illinois Property Code (35 ILCS 200/18-165, et seq.) to enable Boards of Education to develop criteria for awarding abatements

of school property tax to individual homebuilders. Said legislation shall provide rural school boards that are struggling with declining enrollments and loss of assessed valuation with a tool to stimulate the growth of both tax base and population base of their districts. (Adopted 2008)

2.47 PTELL – DEBT SERVICE EXTENSION BASE

The Illinois Association of School Boards shall support legislation (currently House Bill 1341 in the 97th General Assembly) to modify the Debt Service Extension Base (DSEB) formula established by the Property Tax Extension Limitation Law (PTELL) to allow the limited number of school districts that do not have DSEB to have one established for them creating more equity among districts affected by the PTELL and equal opportunity in school funding. (Adopted 2011)

2.48 PTELL NO PENALTY FOR UNDER LEVY

The Illinois Association of School Boards shall support legislation that allows school districts to levy an amount less than the Property Tax Extension Limitation Law (PTELL) formula would allow without penalty in future years. This would require that when a district "under" levies, that the full allowable extension amount be tracked and made accessible in future years. (Adopted 2012)

2.49 EAV ADJUSTMENTS – TIMELY NOTIFICATION

The Illinois Association of School Boards shall support legislation to require timely notification between county assessors of substantial adjustments to assessed values for a taxing district that has assessed property in multiple counties. (Adopted 2011)

FINANCING PUBLIC EDUCATION – FEDERAL

2.50 STATE AND LOCAL FEDERAL TAX DEDUCTION

The Illinois Association of School Boards shall work with the National School Boards Association and other coalitions to defeat any legislation or regulation that would eliminate the federal income tax deduction for state and local taxes. (Adopted 1985)

2.51 E-RATE DISCOUNT PROGRAM

The Illinois Association of School Boards shall urge Congress and the Federal Communications Commission to continue to support discount programs, including but not limited to the "E-Rate" program created in the Telecommunications Act of 1996, to provide affordable Internet access, distance-learning, and other educational programs for school districts and libraries. (Adopted 1998)

FINANCING PUBLIC EDUCATION — OTHER

2.52 NON-PUBLIC SCHOOL FUNDING

The Illinois Association of School Boards opposes payment of state funds directly or indirectly to non-public elementary and secondary schools. Specifically, the Association is opposed to the use of any form of "Educational Voucher", "Tax Deduction" and "Tax Credit" plan at the state or national level. (Portions Adopted 1970, 1975, 1982; Amended 1988; Reaffirmed 2006, 2012)

2.53 NON-PUBLIC STUDENT REPORTING

The Illinois Association of School Boards shall support legislation to require that non-public schools receiving the benefit of public funds or services, submit to the Illinois State Board of Education an annual report including the names, ages and addresses of all students enrolled in their schools. (Adopted 1980)

2.54 TRANSPORTATION FOR PRIVATE SCHOOL STUDENTS

The Illinois Association of School Boards shall pursue and support legislation amending 105 ILCS 5/29-4 of the Illinois Compiled Statutes (School Code) to require schools other than public to conform to public school attendance dates and times as needed to minimize busing costs, or pay the additional costs as a result of scheduling differences in busing students attending those schools. (Adopted 1995)

2.55 TAX EXEMPT BOND USE

The Illinois Association of School Boards shall oppose any reduction by the Federal Government in the amount of tax exempt bonds which can be issued. In addition to this continuing opposition, the IASB shall explore alternatives available should such limitation be forthcoming at the Federal level. This would include but not be limited to income tax credits for individuals, commercial bonds property casualty companies, etc., to provide incentives within the State of Illinois for the purchase of said bonds. (Adopted 1989)

2.56 LIFE SAFETY FUND USE

The Illinois Association of School Boards shall support legislation that allows the State Board of Education to approve the use of monies generated from the health/life safety tax levy or the sale of health/life safety bonds for building projects that, while not specifically listed as a State Board approved project, will directly result in the improved safety of the students and/or community. Specifically, such funds shall be eligible to cover the costs for the following purposes: 1) repair or replacement of property such as school sidewalks, driveways, parking lots and playground equipment, in instances when a specific safety hazard is demonstrated by a licensed architect or engineer; 2) mandated alterations to facilities and school property

pursuant to requirements of the Federal Americans with Disabilities Act; and 3) to provide air conditioning and climate control in the classrooms, and to provide for the lease and/or purchase of air-conditioning equipment under the tax for leasing (including lease purchase and installment purchase) of educational facilities. (Adopted 1989; Reaffirmed 1991; Amended 1993, 2006)

2.57 STATE AND FEDERAL GRANT CARRYOVER

The Illinois Association of School Boards shall encourage the state and federal governments to remove restrictions on grant programs which currently require local school districts to return grant fund balances back to the state. (Adopted 1991)

LEGISLATIVE ACTIVITY

3.01 BOARD MEMBER INVOLVEMENT

The Illinois Association of School Boards shall continue its legislative involvement and encourage increased legislative activity by local school board members at the district, division and state levels while providing leadership in guiding those board members in their efforts to seek public support of legislation essential to good school government. (Portions Adopted 1974, 1981; Amended 1988; Reaffirmed 2006)

3.02 CANDIDATE SUPPORT

The Illinois Association of School Boards shall actively encourage and assist school board members to effectively evaluate positions of legislative candidates relative to public education and to support those candidates who have demonstrated understanding and support for the principles of school management to ensure the best education for public school students in Illinois. (Adopted 1975; Reaffirmed 1986; Amended 2006)

3.03 LIMITED BILL INTRODUCTIONS

The Illinois Association of School Boards shall encourage the Illinois General Assembly to limit the quantity of legislation introduced in each two-year period to allow time for each bill to be researched, debated and thoroughly investigated before action by the General Assembly. (Adopted 1987; Reaffirmed 2012)

3.04 GENERAL ASSEMBLY RULES

The Illinois Association of School Boards shall support changes in the operating procedures of the Illinois General Assembly which would promote maximum exchange of information between legislators and interested citizens and ensure enlightened debate on the merits of all proposed bills and take the action necessary to prevent legislation from being changed by amendments which are not germane to the original purpose of the bill, or establish a time limit for such amendments sufficient to avoid last minute changes in the final weeks of a legislative session. (Adopted 1980, 1984; Amended 1988; Reaffirmed 2012)

3.05 EFFECTIVE DATE AND STATE BOARD RULES & REGULATIONS

The Illinois Association of School Boards shall encourage the Illinois General Assembly to allow a minimum of one year lead time for implementation of any regulation or legislation increasing costs in public schools. Any such changes to existing educational programs should not be implemented until the final regulations have been adopted by the State Board of Education. (Adopted 1981; Amended 1993; Reaffirmed 2012)

3.06 DATA UTILIZATION

The Illinois Association of School Boards shall support legislation requiring the State Board of Education and the State Superintendent to base rules, regulations, and recommendations regarding legislation affecting public schools on empirical research, which shall be made available to the Illinois General Assembly and the interested public. (Adopted 1987)

3.07 LOCAL LEGISLATIVE VISITS

The Illinois Association of School Boards shall support and encourage each local Board of Education throughout the State of Illinois to make a "good faith" effort to initiate, undertake and make an in-person visit with their local legislators in order to discuss specific issues and proposed legislation affecting local school districts. Further resolve that conducting any such visits will be part of any Awards Program adopted by the IASB that recognizes outstanding leadership and development activities by local Boards of Education. (Adopted 1995; Reaffirmed 2006)

3.08 ELECTED STATE BOARD OF EDUCATION

The Illinois Association of School Boards shall support legislation or other appropriate action requiring that the members of the Illinois State Board of Education be elected on a regional basis. (Adopted 2002)

3.09 BUDGET STABILITY FOR SCHOOL DISTRICTS

The Illinois Association of School Boards shall support legislation requiring the Illinois General Assembly to determine the amount of funding for educational entitlements and General State Aid no later than March 31 (3 months prior to the start of the budget year) and enact a biennial budgetary cycle. (Adopted 2010; Reaffirmed 2011; Amended 2012)

3.10 LEGISLATIVE PAY ACCOUNTABILITY

The Illinois Association of School Boards shall support legislation that requires the Illinois General Assembly to include the salary and benefits of each individual legislator on the Illinois General Assembly website. Benefits include all stipends, bonuses, per diems and other compensation for serving in the General Assembly. (Adopted 2011)

BOARD OPERATIONS AND DUTIES

4.01 ATTENTION DEFICIT DISORDER

The Illinois Association of School Boards shall encourage the Illinois State Board of Education (ISBE) to continue to study Attention Deficit Hyperactivity Disorder and methods to accurately identify and meet the educational needs of children with this disorder. Further, the IASB shall seek clarification of state policies and categories of special education to provide for consistency in special education placement and disseminate relevant information from the ISBE to local school districts. (Adopted 1992)

4.02 SELF-INSURE RISK

The Illinois Association of School Boards shall propose legislation which would allow school districts, by board resolution, to self-insure the risk previously covered by surety bonds. (Adopted 1993)

4.03 BOARD MEMBER – TRAVEL REIMBURSEMENT

The Illinois Association of School Boards shall support legislation which will allow members of Boards of Education to be reimbursed for mileage for school board meetings held in compliance with the Illinois Open Meetings Act and for events regarding school district staff. Mileage reimbursement would be paid at the federally allowable travel reimbursement rate. (Adopted 2008)

4.04 SCHOOL BOARD MEMBER TRAINING

The Illinois Association of School Boards shall oppose any legislation that includes a provision for mandatory training of school board members. The IASB encourages local boards of education to model continuous improvement by pursuing all professional development and training opportunities. The IASB, with its unique combination of expertise and resources, is uniquely in the position to be the primary agency responsible for school board member training and professional development as recognized by Article 23 of the Illinois School code, and any such legislation requiring school board member training shall specifically list the IASB as a training provider. (Adopted 2008; Amended 2012)

4.05 CYBER-BULLYING DEFINITION

The Illinois Association of School Boards shall advocate for legislation that requires all Illinois public school districts' "Policy on Bullying" to include a bullying definition, which includes "cyber-bullying". School districts are encouraged to include a wide range of local education stakeholders in the establishment of the policy and to include in their policy specific provisions on bullying reporting requirements, investigation procedures, intervention options and appropriate consequences. (Adopted 2012)

BOARD – EMPLOYEE RELATIONS

5.01 BOARD RIGHTS

The Illinois Association of School Boards supports local boards of education's rights to determine and control, as duly elected representatives of the community, the employment, dismissal and staff reduction of certificated and non-certificated employees. To this end, the Association shall support statutory, rules and regulations changes that will:

- (a) enable the initial placement of employees on the salary schedule without regard to years of experience or graduate credit;
- (b) allow for greater flexibility in staffing patterns to improve efficiency and effectiveness of programs;
- (c) maintain the tenure rights of teachers in cooperatives in a single district but not in multiple districts; and
- (d) allow school districts to take action on reductions in force up to sixty calendar days following the date elementary and secondary appropriations bills become law. (Adopted 1976, 1979, 1980, 1983, 1984, 1988; Amended 1988, 1996, 2006, 2012; Reaffirmed 1992, 2011)

5.02 TEACHER SALARIES (LENGTH OF CONTRACT)

The Illinois Association of School Boards believes that teacher salaries should be determined at the local level; if teacher salary increases are legislatively mandated, they should be linked to an increase in the length of the teacher contract year for purposes to be determined locally. (Adopted 1985; Reaffirmed 2012)

5.03 COLLECTIVE BARGAINING

The Illinois Association of School Boards shall strongly oppose legislation that diminishes the local school board's ability to collectively bargain with employees and shall encourage the General Assembly, the Illinois State Board of Education, and the State Superintendent to refrain from passing legislation that tips the balance of the bargaining process in favor of employee bargaining units. The Association shall continue to oppose any change in the collective bargaining law which fails to protect the rights of students, employees, taxpayers and boards of education and their administrative staffs. (Adopted 1981; Amended 1985, 2001; Reaffirmed 2012)

5.04 UNEMPLOYMENT COMPENSATION (SUBSTITUTE TEACHERS)

The Illinois Association of School Boards shall support legislation which would exempt substitute teachers from being eligible for unemployment compensation. (Adopted 1986; Reaffirmed 2012)

5.05 PREVAILING WAGE ACT

The Illinois Association of School Boards shall work to

repeal legislation that regulates wages of laborers, mechanics and other workers employed by school districts and those under contract for work being done in school districts, or amend the Prevailing Wage Act to exempt school districts from its scope. (Amended 1982, 1990, 2011; Reaffirmed 1985, 1988, 1996, 2009, 2012)

5.06 ESP PROGRESSIVE DISCIPLINARY PROCEDURES

The Illinois Association of School Boards shall support legislation that allows local school boards to determine locally all contractual arrangements for education support personnel. (Adopted 1990)

5.07 ILLINOIS EDUCATIONAL LABOR RELATIONS ACT

The Illinois Association of School Boards shall support the proposed amendment to the Illinois Educational Labor Relations Act, Section 10, which provides that an employer's duty to bargain over specified matters does not include a duty to bargain over a decision to reduce the number of employees and the impact of a reduction of employees. (Adopted 1993; Reaffirmed 2012)

5.08 WORKERS' COMPENSATION LAW

The Illinois Association of School Boards shall actively support legislation to reduce the costs of Workers' Compensation. (Adopted 1993; Reaffirmed 2012)

5.09 IMRF QUALIFICATION

The Illinois Association of School Boards shall support legislation that would amend the Illinois Municipal Retirement Fund (IMRF) laws for non-certified school staff to change, at each local district's option, the number of minimum hours an employee would work to qualify for IMRF from the current 600 hour standard to a 1,000 hour standard. This change would only be for new employees after the effective date of the legislation. (Adopted 1994)

5.10 TENURE REPEAL

The Illinois Association of School Boards shall seek reform of the School Code to eliminate contractual continued service for teachers as currently provided by 105 ILCS 5/24-11. (Adopted 1995; Reaffirmed 2012)

5.11 SCHOOL EMPLOYEE STRIKES

The Illinois Association of School Boards shall strongly seek and support legislation forbidding public school employees from striking. The Association shall also work with legislators, the Illinois State Board of Education, and the teachers' unions to develop alternatives to striking, including mediation and binding arbitration. (Adopted 1996; Amended 2009; Reaffirmed 2012)

5.12 STAFF DEVELOPMENT ACTIVITIES

The Illinois Association of School Boards shall urge the Illinois State Board of Education to offer alternative times for staff development workshops other than dur-

ing regular school hours when classes are in session. (Adopted 2000)

5.13 EARLY RETIREMENT-DISTRICT OPTION

The Illinois Association of School Boards shall support legislation which will allow Boards of Education to determine if a teacher may retire exercising the Early Retirement Option (ERO) with the Teachers Retirement System (TRS). (Adopted 2006)

5.14 THIRD PARTY CONTRACTING

The Illinois Association of School Boards shall strongly oppose legislation or rulemaking that regulates and restricts the ability of school boards to contract with third-parties for the provision of non-instructional services. The Illinois Association of School Boards shall seek to repeal or amend the provisions of the School Code which unreasonably restrict the ability of school boards to enter into contracts with third-parties for the provision of non-instruction services. (Adopted 2012)

LOCAL - STATE - FEDERAL RELATIONS

6.01 LOCAL CONTROL

The Illinois Association of School Boards shall take all appropriate action to encourage members of the U.S. Congress, the Illinois General Assembly, related administrative agencies, and state and federal courts to refrain from introducing, supporting or promulgating rules, regulations and legislation which deprive local school districts of decision-making powers on matters in which there is not a clear and compelling state or national interest. (Adopted 1976; Reaffirmed 2006, 2012)

6.02 PERIODIC REVIEW OF STATE AND FEDERAL MANDATES

The Illinois Association of School Boards shall support at the state and national level periodic review of all mandates, rules and regulations affecting local districts. Such mandates, rules and regulations should be broad in scope providing great flexibility in implementation, eased or reduced during periods when state supporting funds are unavailable or reduced, and eliminated if not of benefit to educational opportunities and outcomes. (Adopted 1981; Reaffirmed 1985; Amended 1988)

6.03 EDUCATIONAL LABOR RELATIONS BOARD PROCEDURES

The Illinois Association of School Boards shall work with the Illinois Educational Labor Relations Board to increase their sensitivity to the need for timely decisions and establish criteria to identify matters in need of expedited attention. Further, the Association shall utilize the legislative process to remove statutory barriers to timely and expedited decisions and support legislation to enhance the decision making process. (Adopted 1989)

6.04 STATE BOARD COMMUNICATION

The Illinois Association of School Boards shall continue to work with the Illinois State Board of Education to provide opportunities throughout the state each fiscal year to render local boards of education the time to express their concerns as well as to discuss their position on various pertinent educational issues. (Adopted 1982; Amended 1988)

6.05 STATE BOARD OF EDUCATION MEMBERSHIP

The Illinois Association of School Boards shall participate in the development of legislation amending Section 105 ILCS 5/1A with a goal of insuring fair representation on the State Board of Education from all geographic areas of Illinois. (Adopted 1999)

6.06 ZONING HEARING PARTICIPATION

The Illinois Association of School Boards supports requiring planning commissions, zoning boards, and the governing bodies of the jurisdiction in which real estate developments or zoning changes are proposed to notify the school district affected about such proposals and hearings about them and, if any, about the effect of the proposed changes and developments before completing any action to approve or adopt such a change or development. (Adopted 1973; Reaffirmed 2006)

6.07 RAILROAD CROSSINGS

The Illinois Association of School Boards urges the Illinois General Assembly, the Congress of the United States, state and federal commerce commissions, and railroad industries to continue working toward the installation of adequate warning devices at all railroad crossings maintained for public use in Illinois. (Adopted 1976; Reaffirmed 2006)

6.08 ISBE RULES AND REGULATIONS REVIEW

The Illinois Association of School Boards shall encourage the Illinois State Board of Education to include school board members, administrators and other practitioners on committees to review proposed rules and regulations. (Adopted 1990)

6.09 STUDENTS ON PUBLIC AID

The Illinois Association of School Boards shall seek and support legislation to mandate that students of families receiving State/Federal financial assistance (e.g. welfare, AFDC) maintain "regular" attendance as a stipulation for receipt of same. (Adopted 1995)

6.10 SCHOOL HOLIDAYS-LOCAL OPTION

The Illinois Association of School Boards shall support legislation that would allow local school districts the authority to decide whether to observe legal holidays as a day of non-attendance for students. (Adopted 1996)

6.11 HOME SCHOOLING POLICY

The Illinois Association of School Boards shall support legislation to enact appropriate laws and policies to demonstrate that the education received by home-taught students is of sufficient quality to ensure appropriate transfer to schools that have current certification and recognition status from the Illinois State Board of Education. (Adopted 1996; Amended 1998; Reaffirmed 2000)

6.12 DESIGN PROFESSION SELECTION

The Illinois Association of School Boards shall support legislation in the Illinois General Assembly amending or repealing the Local Government Professional Services Selection Act, or any other applicable laws, rules or regulations, to the extent necessary to permit Illinois school boards to solicit, and to permit licensed architects, engineers and land surveyors to submit cost proposals for these professional services as part of a school board's design professional selection process. (Adopted 1997)

6.13 SUPPORT SERVICES TO PRIVATE SCHOOLS

The Illinois Association of School Boards shall support modifications in the Illinois Intergovernmental Agreement Act to allow public school districts to work together in a time and cost efficient manner to provide support services to private schools as required by the U.S. Supreme Court rendered in the case of *Agostini v. Felton*, 65 U.S.L.W. 4526. (U.S. June 23, 1997). (Adopted 1997)

6.14 STATUTORY JOB DESCRIPTIONS

The Illinois Association of School Boards shall oppose legislation which allows job descriptions for employees of school district to be placed into state law. (Adopted 1997)

6.15 ADMINISTRATIVE CAPS

The Illinois Association of School Boards shall not support recent Illinois State legislation concerning Administrative Caps and Superintendent's Contracts as this legislation takes away local control from duly elected Boards of Education. Be it further resolved that the IASB calls for the repeal of these provisions of PA 90-548 so that these provisions are again placed in the hands of local school boards. (Adopted 1998)

6.16 STUDENT EXPULSION HEARINGS

The Illinois Association of School Boards shall support legislation and/or encourage the National School Board Association to support legislation that gives local school districts more latitude than the law currently mandated by *Honeig v. Doe*. Particularly, school districts should have more latitude than the 10 day suspension limitation to accommodate the needs of the accused to acquire legal counsel, bring forth evidence, or testimony pertinent to the hearing. (Adopted 2002)

6.17 BILINGUAL EDUCATION

The Illinois Association of School Boards shall promote legislative action calling for the Illinois State Board of Education, the U.S. Department of Education and school districts to study the alignment of, and full financial support of, the implementation of second language, native language and bilingual education programs. (Adopted 2004)

6.18 FAIR LABOR STANDARDS ACT

The Illinois Association of School Boards shall support legislation at both the Federal and State levels to exempt school district employees from overtime and salary regulations as described in the Fair Labor Standards Act. (Adopted 2005)

6.19 CONSTITUTIONAL CONVENTION SUPPORT

The Illinois Association of School Boards shall actively participate in promoting a Constitutional Convention for the State of Illinois when the question is submitted to the voters in 2008 (or earlier, if submitted before) and shall begin planning strategy and marshaling resources for the promotion of a vote in favor of conducting the Constitutional Convention. (Adopted 2005; Reaffirmed 2006, 2007)

6.20 BIDDING CONTRACTS-LOCAL BIDDERS

The Illinois Association of School Boards shall support legislation that allows the local Board of Education to award a contract, under certain circumstances, to a qualified bidder that may not be the lowest responsible bidder. The bid must not be more than 2% over the lowest responsible bid and the bidder must be considered a local contractor by the local Board of Education. (Adopted 2006)

6.21 FREEDOM OF INFORMATION ACT CHANGES

The Illinois Association of School Boards shall support legislation to modify the Freedom of Information Act (FOIA) to facilitate school districts' compliance with the Act and to remove unnecessary burdens on units of local government. The legislative changes should:

- Increase allowable FOIA response time from 5 business days to 10 business days
- Exclude official school breaks in business day response time
- Allow denials for commercial purposes
- Allow denials for any request that is unduly burdensome
- Clarify language that would allow a request to be denied if it is unduly burdensome to the public body if the public body deems compliance with the request would result in excessive response costs
- Allow the imposition of reasonable fees regardless of the number of pages being provided
- Remove the balancing test between the public's interest and the employee's right to privacy in the privacy exception

- Expand the evaluation exemption to cover all school employees
- Exempt employment applications to protect the privacy of individuals that apply for high profile employment positions
- Delete provisions requiring public bodies to write a virtual legal opinion as to why they are claiming an exemption
- Delete provisions requiring public bodies to prepare a virtual legal pleading before being challenged for a denial
- Limit public bodies' liability by limiting a court's inquiry to violations of the FOIA Act and not the content of information provided
- Force the Public Access Counselor to defend its decisions before a court of law if a public body is sued
- Allow public bodies to seek review of a binding opinion of the Public Access Counselor in the county in which they are located rather than just Sangamon or Cook Counties. (Adopted 2010)

6.22 HOMELESS STUDENT TRANSPORTATION

The Illinois Association of School Boards shall support legislation conforming Illinois law with federal law, specifically related to 105 ILCS 45 and the requirement for school districts to transport homeless students beyond district boundaries. (Adopted 2012)

DISTRICT ORGANIZATION AND ELECTIONS

7.01 DISTRICT REORGANIZATION

The Illinois Association of School Boards favors school district reorganization and consolidation intended to facilitate educational improvement rather than changes in district organization based only on enrollment or geographical location. Further, IASB shall oppose any future attempts by the Legislature, Governor, and/or State Board of Education to mandate, by statute or rules and regulations, the reorganization and consolidation of school districts. Reorganization and consolidation studies should be initiated by local citizens. In addition, IASB shall oppose legislation containing financial incentives based solely on district size or organizational pattern intended to force school district consolidation or reorganization. (Adopted 1962; Amended 1985; Reaffirmed 2006)

7.02 SCHOOL DISTRICT REORGANIZATION VOTING REQUIREMENTS

The Illinois Association of School Boards shall seek, encourage, and support efforts for school district reorganization – in all forms – to include a requirement that before such reorganization is deemed passed, a majority vote of voters in each of the affected districts is necessary. (Adopted 1987; Amended 1988, 2006)

7.03 ANNEXING DISTRICT REQUIREMENTS

The Illinois Association of School Boards shall seek an amendment to Article 7 of The School Code providing that neither a petition initiated by the citizens of one school district nor a petition initiated by a local school board of education seeking to annex their entire school district or a portion of the school district above and beyond one (1) home to another should be permitted without the affirmative vote of the citizens of each of the school districts affected. Specifically, 105 ILCS 5/7-1 and 7-2 shall be amended to include the following language: "When a petition is initiated by two-thirds (2/3rds) of the registered voters in one school district seeking to annex said district in its entirety to another school district or school districts and the board of education of such receiving school district or school districts has not adopted a resolution agreeing to such annexation, such annexation, if approved by the regional board of school trustees, shall not become effective until it is approved in an election called for the purpose of voting on the question of the voters in each school district affected." (Adopted 1988; Amended 1996, 2006; Reaffirmed 2000)

7.04 SCHOOL BOARD ELECTION AT-LARGE

The Illinois Association of School Boards support legislation to repeal the provisions of the School Code that require a school district to have a ballot question approved in each congressional township before the district can move to electing its board members at-large. (Adopted 2009)

7.05 DETACHMENT FROM UNIT DISTRICT

The Illinois Association of School Boards shall oppose any efforts to amend the Illinois School Code to allow for less restrictive procedures for school districts to detach and form a new district. (Adopted 2005; Amended 2006)

7.06 PUBLIC QUESTION VOTING DATES

The Illinois Association of School Boards shall support legislation to repeal the statute in the Election Code, amended by Public Act 84-739, which became effective January 1, 1986, which restricts school districts from placing a public question on the ballot other than when voters are scheduled to cast votes for any candidates for nomination for, election to, or retention in public office. (Adopted 1986)

7.07 SCHOOL BALLOT FORMAT

The Illinois Association of School Boards shall urge the State Legislature to review and revise the school ballot formats as established in section 9-12 of the School Code to more clearly identify for whom the voter is casting a ballot. (Adopted 2001)

7.08 ELECTION SCHEDULES

The Illinois Association of School Boards shall continue to support the non-partisan election of school board members at a non-partisan election. (Adopted 2003; Amended 2006)

7.09 POLLING PLACES IN SCHOOLS

The Illinois Association of School Boards shall support legislation that amends the Election Code to allow a school district to refuse to be used as a polling place during elections for student safety reasons. If a school building is used as a polling place, the safety of the children and staff should not be compromised, and voters must be physically separated from students when the school is in session. (Adopted 2007; Amended 2009)

**CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES
FOR THE 2012-2013 SCHOOL YEAR**

By and Between

Community High School District 94

And

[1:1 Online Tutoring Services]

THIS CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES FOR THE 2013 - 2014 SCHOOL YEAR (this "Agreement") is entered into this 27 day of September, 2013, by and between the Board of Education of Community High School District 94 (the "District"), a body politic and corporate created pursuant to the laws of the State of Illinois, and **[1:1 Online Tutoring Services]** (the "Provider"), a corporation created pursuant to the laws of the State of Illinois. The Provider and the District are collectively referred to as the "Parties," and each, a "Party."

W I T N E S S E T H:

WHEREAS, Community High School ("CHS") has not made adequate yearly progress for at least four consecutive years in accordance with Title I of the Elementary and Secondary Education Act, as reauthorized by the No Child Left Behind Act of 2001 ("NCLB");

WHEREAS, under NCLB, students from low-income families attending CHS ("eligible students") are eligible to receive additional academic instruction designed to increase academic achievement outside of the regular school day, which may include academic assistance such as tutoring, remediation and other educational interventions ("supplemental educational services" or "SES");

WHEREAS, the Provider has been approved by the Illinois State Board of Education ("ISBE") to provide SES within the State of Illinois in accordance with ISBE's application process and administrative rules established pursuant to NCLB; and

WHEREAS, at least one parent or guardian of an eligible student ("Parent") has selected Provider to furnish the child with SES for the school year referenced in the Preamble.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are incorporated into and made a part of this Agreement.
2. **PURPOSE AND STATEMENT OF WORK.** The Provider shall perform all terms, conditions and provisions contained in the scope of services description attached and incorporated into this Agreement as Exhibit A (the "Services"). The Provider shall perform the Services with a high degree of skill, care and diligence, in accordance with the highest professional standards. The Provider shall provide qualified and trained personnel and all materials and equipment necessary to undertake the Services and to fulfill the purposes of this Agreement.

[ADD IF USING DISTRICT FACILITIES: The Provider's use of District Facilities in connection with the Services shall be in accordance with the Facilities Use Agreement set forth on Exhibit C.]

3. **INDEPENDENT CONTRACTOR STATUS.** Provider and each of its employees are independent contractors. Provider is not an employee of the District, and no employee or agent of Provider is an employee of the District.

The District assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of, Provider, its employees, agents, subcontractors and others under this Agreement. Provider shall be responsible for all federal and state tax and Social Security liability that may result from the performance of, and compensation for, services by its employees or agents.

4. **TERM.** This Agreement shall become effective on the date first written above and shall, subject to any earlier termination as provided herein, terminate on [September 30, 2013] without further action of the parties.

5. **PAYMENT, EXPENSES AND BILLING.**

- a. Amount. The Provider shall charge the District **\$862.05** per hour per eligible student for all SES provided pursuant to this Agreement. Provided, however, that in no event will the amount paid per eligible student by the District exceed the per pupil expenditure amount for SES established pursuant to law. All invoices submitted to the District shall be based upon the foregoing amount multiplied by the number of children whose Parents have selected the Provider to furnish their child with SES. For a child completing only a portion of the Provider's program, the District shall only be invoiced an amount reflecting the percentage of the program completed.
- b. Billings: The Provider shall be paid the Per-Pupil Hourly Rate, based upon actual attendance by students at a session of the Provider's program as reported to ISBE and the District through ISBE's tracking system (STARS), and shall not be compensated the Per-Pupil Hourly Rate for students not attending a session. The Provider shall submit billings with such supporting documentation as the District may request within thirty (30) days of the rendering of services. District shall process payment to Provider in accordance with the Local Government Prompt Payment Act.

Billing shall be submitted to the contact person and address listed in this Agreement. If the District, in good faith, deems that the Provider has not met any of the requirements of this Agreement, it may withhold payment billed by the Provider until such insufficiency is corrected. The District shall not be obligated to pay for any Services not in compliance with this Agreement or ISBE administrative rules. In the event of early termination of this Agreement, the District shall only be obligated to pay amounts incurred up to the date of termination.

- c. Final Payment. No later than sixty days after the Provider's conclusion of SES within the District, the Provider must report to both ISBE and the District its cost of SES within the District during the term of this Agreement in accordance with the SES Administrative Rules. The final amount paid to the Provider shall be the lesser of (i) its actual cost of SES within the District, as established and reported in accordance with the SES Administrative Rules; or (ii) the hourly rate set forth in sub-paragraph 5. a. above, multiplied by the hours of student attendance in the provider's program. The District shall withhold twenty percent (20%) of the amount owed to the Provider for services during the 2012-2013 school year pending the reporting of the Provider's cost of SES within the District. Final payment by the District, or the repayment of any amounts overpaid to the Provider, shall occur by the later of: (i) thirty days from the Provider's submission of its cost report to ISBE and the District; or (ii) June 30, 2013.
- d. No Additional Compensation. The Provider shall not charge any other fees nor seek any payment and/or compensation of any kind whatsoever from students or Parents for the Services provided under this Agreement.

6. **CONFIDENTIAL INFORMATION**

- a. Acknowledgment of Confidentiality. Each Party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential

Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

- b. Covenant Not to Disclose. With respect to the other Party's Confidential Information, and except as otherwise required by law, the recipient hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any third party without the other Party's prior written approval; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither Party nor any recipient may alter or remove from any software or associated documentation owned or provided by the other Party any proprietary, copyright, trademark or trade secret legend. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.
7. Student Records. Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), and all other applicable federal and State laws regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by the District. To protect the confidentiality of student education records, the Provider will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. The District will obtain necessary consent prior to disclosure of confidential student records to the Provider. The Provider will likewise obtain necessary consent prior to disclosure of confidential student records to the District.

All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency and identity of any individual accessing student records that is not in the direct employ of Provider. Provider shall not disclose or forward to any person other than parent/guardian or District any student record or information contained therein, including, but not limited to records or information as to the student's identity, without the written consent of the parent and District. Upon termination of this Agreement, Provider shall turn over to District all student records of District's eligible students to whom Provider has provided services under this Agreement.

Provider, its employees, agents, subcontractors and others, shall maintain the confidentiality of all medical, psychological, and student records of all eligible students in compliance with applicable federal and State laws.

Provider may communicate to the general public, including through newspaper, electronic, and other media, the results of its work under this Agreement; provided, however, that any communication shall not identify any individual student to whom Provider, its employees, agents, subcontractors or others provided any service.

8. **DEFAULT AND TERMINATION**

- a. Provider Default. This Agreement may be terminated by District at any time. To terminate this Agreement, District shall give Provider twenty (20) calendar days' written notice prior to the date of the termination.
- b. Notification to the State Superintendent of Education; Termination of Services. If the Provider defaults in the performance of any of its obligations under this Agreement, the District shall provide written notification to the State Superintendent of Education. The State Superintendent of Education shall require information from both the Provider and the District to determine the validity of the declaration of the Provider Default. Following the receipt of such information, the State Superintendent of Education shall either (i) permit the District to proceed with the termination of this Agreement; (ii) institute a corrective action plan in accordance with the SES Administrative Rules, whereupon the Parties shall amend this Agreement to reflect the same; or (iii) invalidate the declaration of a Provider Default. Any damages incurred by District as a result of a Provider Default shall be

borne by the Provider at its sole cost and expense, shall not be payable as part of the contract amount set forth in Paragraph 3(a) and shall be reimbursed to District by the Provider upon demand.

- c. Termination of Services to a Particular Student. The District may, upon ten (10) days prior written notification to the Provider and the State Superintendent of Education, terminate the services a Provider is providing to a particular student if the Provider is unable to meet the student's specific achievement goals set forth in the student's ILP. Any such termination shall be separate and apart from the default and termination procedures set forth in Paragraphs 7.a. and 7.b.
- d. Immediate Cancellation. The District may cancel this Agreement immediately, without fault or penalty, if ISBE revokes its approval of the Provider, or if funds are no longer made available for this Agreement through action of either the State or Federal government.

9. **INDEMNIFICATION AND INSURANCE.**

- a. General Indemnification. To the fullest extent permitted by law, the Provider agrees to indemnify, defend and hold harmless District, its board, its individual board members, and its officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, reasonable defense costs and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the Provider, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Provider or its subcontractors to comply with any laws or regulations applicable to the performance of the Services; (iii) any act of infringement of any existing patent or copyright or any unauthorized use of any trade secret; or (iv) the breach of any representation or warranty provided by the Provider herein.
- b. Insurance Requirements. The Provider shall maintain insurance policies in the amounts required by the application under which it has approval from ISBE to offer SES services. Such policies shall include, without limitation, the following minimum coverages:
 - i. A broad form Commercial General Liability Insurance policy written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$1,000,000 for Completed Operations and Products Liability.
 - ii. A Comprehensive Automobile Insurance Policy providing coverage for all owned, hired, rent, leased and non-owned automobiles, written with combined single limit of liability of not less than \$500,000 for each occurrence of bodily injury and/or property damage.
 - iii. A Workers' Compensation Insurance Policy in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than
 - 1. \$500,000 for bodily injury by accident, each accident
 - 2. \$500,000 for bodily injury by disease, each employee
 - 3. \$500,000 aggregate liability for disease

The policies specified above shall be placed with insurance coverages reasonably acceptable to ISBE and the District, and shall incorporate a provision requiring the giving of notice to ISBE and the District at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies. Unless otherwise

agreed to in writing by ISBE and the District, the Provider will cause all of its subcontractors to purchase and maintain insurance coverages identical to those required of the Provider hereunder.

Upon execution of this Agreement and upon request of District, the Provider shall provide copies of certificates of insurance evidencing the coverage described in this Paragraph. Upon request, Provider shall furnish the District with complete copies of the requested insurance policies.

10. **SUBCONTRACTOR DISCLOSURE.** As of the effective date of this Agreement, the following subcontractors are expected to perform work pursuant to this Agreement and to be paid with funds provided hereunder:

Name	Address	Anticipated Amount

If during the term of this Agreement, the Provider wants to retain subcontractors to be paid with funds provided by this Agreement not listed above, the Provider must first obtain District's prior written approval. Provider agrees to abide by the restrictions in 23 Ill. Adm. Code 675.30 regarding the employment of district or district-related personnel.

11. **RECORD-KEEPING.** The Provider and its subcontractors shall maintain books and records relating to performance of the Agreement or subcontract and necessary to support amounts charged to the District under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Provider for a period of five (5) years from the later of the date of final payment under the Agreement or completion of the services, and by the subcontractor for a period of five (5) years from the later of the date of the final payment under the subcontract or completion of the subcontract. The five- (5) year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this Paragraph shall be available for review or audit by representatives of the District upon reasonable notice and during normal business hours. The Provider and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Paragraph shall establish a presumption in favor of the District for the recovery of any funds paid by the District under the Agreement for which adequate books and records are not available to support the purported disbursement. The Provider shall not impose a charge for audit or examination of the Provider's book and records.
12. **COOPERATION.** Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide a quality SES program for students within the District. The Provider shall cooperate with District representatives visiting and observing tutoring sessions, interviewing students and Parents and taking such other actions deemed necessary by the District to administer and evaluate the Services and the District's overall SES program. The District shall cooperate with the Provider in supplying needed student information as quickly as possible after securing written parental permission to disclose.
13. **GENERAL PROVISIONS.**
- a. Notices. All notices, billings or other correspondence required to be given to either Party pursuant to this Agreement shall be sent by facsimile or delivered or mailed to the following addresses:

DISTRICT

Attention:
Mr. Pete Martino
Assistant Principal for Administrative Services
Community High School District 94
326 Joliet Street

West Chicago, IL 60185
Facsimile: 630-876-6217

PROVIDER

Amit Janweja
CEO
1:1 Online Tutoring Services
37303 Carousel Cir
Palmdale CA 93552
888-661-2990

- b. Program Managers. Each Party hereby designates the following Program Managers who will oversee the implementation of the Services within the District:

For the Provider: AMIT JANWEJA

For the District: Maura Bridges, Director of Student Services and
Peter Martino, Assistant Principal

Each Party may from time to time change the designation of the Program Manager by notice given to the other Party in accordance with Paragraph 13.a.

- c. Amendment. This Agreement may only be amended in writing signed by both Parties.
- d. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party.

The District and Provider agree that they have had a chance to review the Agreement and its exhibits, understand them, and have had the opportunity to consult with independent counsel about them.

- e. Construction/Order of Documents. The Parties agree that in determining their rights and obligations to each other, the express terms and conditions set forth in the main body of this Agreement shall be controlling over any term and condition contained in the Exhibits attached hereto, and that any ambiguity shall be resolved by first applying the terms and conditions set forth in the main body of this Agreement.
- f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- g. Compliance With Laws. The Provider shall comply, and shall cause its subcontractors to comply, with all existing and future laws, regulations, rules, ordinances, orders and decrees (collectively, "Laws") which are applicable to the Provider's services. The Provider shall secure, pay for and maintain all registrations, licenses, certifications, permits or approvals which relate to the provision of its Services. If the Provider should discover any discrepancy or inconsistency between the requirements of any Laws and the scope or nature of the services, or the amount charged to the District by the Provider therefore, the Provider shall immediately notify District in writing of such discrepancy or inconsistency and shall conform its Services to any subsequent orders or instructions of District.
- h. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

- i. Time is of the Essence. Time is of the essence of this Agreement.
- j. Ownership of Records. All records, reports, documents or other material delivered to or transmitted to the District pursuant to this Agreement shall remain the property of the District.
- k. Cumulative Rights. Except as otherwise provided in this Agreement, rights and remedies available to the District and/or the Provider as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to District and/or the Provider in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.
- l. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.
- m. No Waiver. No course of dealing or failure of the District and/or the Provider to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- n. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.
- o. Certifications and Assurances: The Provider represents and warrants that all of the certifications and assurances set forth on Exhibit B attached hereto are and shall remain true and correct.
- p. Exhibits: The following Exhibits are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B - PROVIDER CERTIFICATIONS AND ASSURANCES

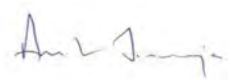
EXHIBIT C - CONDITIONS RELATED TO USAGE OF DISTRICT FACILITIES/ACCESS TO PROVIDER FACILITIES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Community High School District 94
District Name

1:1 Online Tutoring Services
Provider Name

District Authorized Signature



Provider Authorized Signature

Its: _____

Its: CEO

Date: _____

Date: September 27, 2013

EXHIBIT A
SCOPE OF SERVICES

1. General Requirements

The Provider shall cause SES to be delivered to eligible students enrolled in the Provider's program in accordance with this Agreement, the Provider's application as approved by ISBE and as may be amended from time to time, the SES Administrative Rules (23 Ill. Adm. Code 675) and all other applicable Laws, and the student's Individual Learning Plan ("ILP"). The Provider acknowledges that in accordance with the SES Administrative Rules, the Provider's program must be offered in accordance with the elements in the Provider's approved application. Specifically, the program must:

- for each eligible student whose parent elects to receive SES from Provider, Provider and District shall develop a Statement of Goals pursuant to 34 C.F.R. 200.46(b)(2)(i) and (b)(3), in consultation with the student's parent(s) or guardian(s) including a timetable for improving achievement. Provider shall make no changes to, or terminate, any student's Statement of Goals without the written consent of District and the student's parent.
- include an appropriate, nationally recognized diagnostic assessment for use in identifying students' weaknesses and achievement gaps upon which to build an individual student plan and learning goals;
- use targeted remediation/instruction that is aimed at addressing the individual skill gaps revealed during the assessment and that is based upon an individual learning plan;
- include a post assessment linked to the diagnostic assessment to determine whether student gains occurred and to further develop a plan for either re-teaching skills or identifying new skills for instruction;
- align with the Illinois Learning Standards set forth at 23 Ill. Adm. Code 1, Appendix D, in the subject areas being presented by the Provider;
- be consistent with the academic program a student experiences in the regular school day; and
- use instructional practices that are high-quality, research-based, and specifically designed to increase students' academic achievement.

The Provider will provide Services that are aligned to the student's ILP, and in a manner that allows the timetable written in the ILP to be met.

2. Assignment of Students

The District will provide Parents of eligible students with a listing of supplemental educational service providers seeking to provide services within the District. Parents will be required to complete an enrollment form and then return it to the District in a process prescribed and made known by the District. The District will assign eligible students to the Provider in accordance with selections made by Parents and will supply to the Provider as soon as is practicable such student information as is needed by the Provider to execute this contract. The Provider will adhere to District procedures regarding the selection of students if sufficient funds are not available for all students seeking supplemental educational services. The list of assigned students is subject to change from time to time based upon subsequent Parental requests and student transfers. The Provider may not impose additional criteria on the admission or assignment of otherwise eligible students to its program; provided, however, that admission or assignment is subject to the limitations in the Provider's ISBE-approved

application, limitations on capacity or inability to serve limited English proficiency students or students with disabilities.

3. Meetings

Upon receipt of the assigned student list, the Provider must schedule an orientation conference with one of the assistant principals of each assigned student's home school. During such conference, the Provider and assistant principal will develop an outreach plan to contact Parents. If the Provider is using District facilities, the assistant principal will also explain all policies, procedures and guidelines related to the delivery of services on school property. The assistant principal will also identify the school's designated SES coordinator.

Prior to the commencement of a student's SES, the Provider will meet with the student's Parent(s) and District personnel to develop statements of specific achievement goals for the student to be set forth in the student's ILP. The District will retain the original signed ILP, and the Provider and Parents will receive copies. The District may withhold payments to the Provider for services to any student for whom an ILP has not been created or the original of that ILP has not been delivered to the District. The Provider will meet with Parents at the end of the Provider's program to discuss the student's progress over the course of the year, and to obtain the Parent's assessment of the Provider's program through the Parent survey.

During the term of this Agreement, the Provider will meet with representatives of the District to discuss the Provider's overall program or an individual student's progress at such times and at such frequency as the District may reasonably request.

4. Notifications

The Provider shall immediately notify the District's Program Manager in writing of any assigned student who fails to attend three consecutive sessions. The Provider shall immediately drop any student (and so record this fact in STARS) who fails to attend five consecutive sessions or who has missed and failed to make up twelve sessions in total. The Provider shall provide advance notice to the District Program manager any time its tutor will be unable, for any reason, to conduct a scheduled tutoring session. Any tutoring sessions that are cancelled due to tutor no-shows must be rescheduled as soon as possible on a date mutually agreed upon by the District Program Manager and the Provider.

The Provider shall immediately report to the District any injuries sustained by students during the course of the Services.

The Provider shall promptly notify the District of any grievances or complaints received from Parents or District personnel. The Provider shall report the resolution of such grievances or complaints as well.

5. Reporting

The Provider must report attendance through STARS for all students participating in the Provider's program, recording their participation in, or absence from, tutoring sessions.

The Provider must submit progress reports to Parents and schools regularly. "Regularly" is defined as at least quarterly. The Parent's copy of the report must be mailed to the parents within one week after the last day of each academic quarter during which the provider is working with the student. The school's copy can be mailed or hand-delivered to Kimberly Chambers, Assistant Superintendent of Administrative Services, Community High School District 94, 326 Joliet Street, West Chicago, IL 60185 within one week after the last day of each academic quarter during which the provider is working with the student. (In the event the required delivery date falls on a weekend or holiday, the prior work day will serve as the report day.) If Parents or teachers desire more frequent reporting for a particular student, this additional reporting will be set forth in a student's ILP. The final

progress report must describe the student's performance on the post-assessment administered by the Provider, and include an assessment of whether the Provider met the objectives for the student set out in the ILP. An objective will not be considered "met" until at least an 80% mastery rate is demonstrated by the student.

In addition, within 45 days after Provider's conclusion of SES for the school year, the Provider shall submit a report to ISBE and the District that includes:

- a. information on the students served;
- b. details of any complaints received from teachers or Parents;
- c. the percentage of students meeting the academic goals set out in their Individual Learning Plans;
- d. based upon a survey form prescribed by ISBE of all Parents of children in the program, a report on the percentage of Parents who:
 - 1. agree with the Provider's assessment of their respective students' achievement of the academic goals;

and

 - 2. are satisfied with the services provided to their children;
- e. If the Provider has a rating lower than 80% under either criteria set forth in d, a description of specific actions the Provider will take over the next school year to better inform Parents regarding students' progress and/or increase parental satisfaction with the Services;
- f. updates and revisions to any information set forth in the Provider's approved application (including the submission of all information required by SES Administrative Rules not previously reported by the Provider); and
- g. an assurance that all other information set forth on the Provider's approved application, as may be updated from time to time, remains true and correct.

This report can be mailed or hand-delivered as set forth in this paragraph 5.

EXHIBIT B

PROVIDER CERTIFICATIONS AND ASSURANCES

The Provider hereby represents and warrants to the District that the following certifications and assurances are and shall remain true and correct:

- i. All individuals providing Services to children meet, at a minimum, the requirements for paraprofessionals under the No Child Left Behind Act of 2001;
- ii. The Provider is duly organized, validly existing and in good standing under the laws of the state of its incorporation, and duly qualified to conduct business in Illinois;
- iii. In the case of students with disabilities, the Provider's program will support the implementation of the student's Individualized Education Program under Section 614(d) of the Individuals with Disabilities Education Act and provide services consistent with section 504 of the Rehabilitation Act of 1973.
- iv. All instruction and content shall be secular, neutral and nonideological.
- v. All Services will be provided outside of the regular school day.
- vi. The Provider will respect the confidentiality of student records and share this information only with parents and appropriate school personnel. The Provider will not disclose to the public the identity of any student who is eligible for, or receiving, SES without the prior written permission of the Parents.
- vii. In accordance with 105 ILCS 5/10-21.9, all individuals providing Services to children will have successfully completed criminal background checks, and evidence will be provided to the District of the same. For tutors who are not resident in the United States, these criminal background checks will also include a check conducted in each tutor's country of residence that is comparable in scope to the federal and state check required in 105 ILCS 5/10-21.9.
- viii. In accordance with 105 ILCS 5/24-5, individuals providing Services to children will be in good health and free of communicable disease, and evidence will be provided to the District of the same.
- ix. The Provider will not discriminate on the basis of race, national origin, sex, sexual orientation or disability in accepting students, providing students with Services, and the employment of individuals for SES activities. Provided, however, that the Provider may decline to begin services to students with disabilities if the Provider determines that one or more of the disabling conditions are beyond the capabilities of the Provider, and the Provider shall not accept ELL or disabled students unless approved to do so by ISBE. Having once accepted a disabled student into its program, a Provider may not decline to continue offering services to that student as it does to all other students.
- x. The program information submitted herein, as well as the information contained in the Provider's ISBE-approved application, shall be consistent with the Services offered pursuant to this Agreement.
- xi. The Provider shall comply with all requirements set forth in 23 Ill. Adm. Code 675 including, but not limited to, the SES Provider Code of Ethics set forth in 23 Ill. Adm. Code 675.30.
- xii. The Provider has full legal right and authority to use any and all equipment, software, data, materials, products, trade secrets and intellectual property used in connection with the Services.
- xiii. If the Provider offers its services through a provider-supplied computer and/or Internet connection, the computer and/or Internet connection must be so devised as to be useable only for SES purposes during the provision of services.

EXHIBIT C

CONDITIONS RELATED TO USAGE OF DISTRICT FACILITIES/ACCESS TO PROVIDER FACILITIES

Facilities & Equipment Usage. Provider, its employees or agents performing Services, shall be permitted to enter upon and utilize District facilities in connection with the performance of its Services hereunder, subject to the terms and conditions contained herein and those rules established by the District and the school. Provider shall provide advance notice to the school assistant principal and the District's Program Manager of any such intended use of school property to furnish Services hereunder. In those instances where Provider is authorized to utilize a District facility and related equipment to provide Services, Provider shall establish a usage schedule with the assistant principal.

Conditions of Use. Provider accepts the school premises and equipment in an as-is condition and Provider is solely responsible for determining that such premises and equipment are suitable for its program use. Consent to enter upon and use District property given by the assistant principal and the District's Program Manager shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the District. The assistant principal shall have the authority to the maximum extent possible to direct and condition Provider's use of a school in performing the Services set forth herein. Provider shall not conduct any other business on District property other than the Services and other matters associated with this Agreement. Provider shall use, and shall cause each of its employees and agents to use, the highest degree of care when entering upon and utilizing any property owned by the District in connection with the Services. Provider shall be responsible for the costs associated with the repair and restoration of any school property that is damaged as a result of Provider's usage, reasonable wear and tear excepted. Provider shall comply and shall cause each of its employees and agents, to comply with any and all instructions, requirements and licenses for the use of such property. Any and all third party claims, suits or judgments, costs or expenses, including attorneys, reasonable fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the insurance and indemnification provisions contained in the Agreement.

Access to Provider Facilities. Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by District. The Provider may be invited to participate in any review of each student's progress by District. District representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress.

**CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES
FOR THE 2012-2013 SCHOOL YEAR**

By and Between

Community High School District 94

And

5 Star Tutors LLC

THIS CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES FOR THE 2013 - 2014 SCHOOL YEAR (this "Agreement") is entered into this **30th day of September, 2013**, by and between the Board of Education of Community High School District 94 (the "District"), a body politic and corporate created pursuant to the laws of the State of Illinois, and **5 Star Tutors** (the "Provider"), a **limited liability company** created pursuant to the laws of the State of Illinois. The Provider and the District are collectively referred to as the "Parties," and each, a "Party."

WITNESSETH:

WHEREAS, Community High School ("CHS") has not made adequate yearly progress for at least four consecutive years in accordance with Title I of the Elementary and Secondary Education Act, as reauthorized by the No Child Left Behind Act of 2001 ("NCLB");

WHEREAS, under NCLB, students from low-income families attending CHS ("eligible students") are eligible to receive additional academic instruction designed to increase academic achievement outside of the regular school day, which may include academic assistance such as tutoring, remediation and other educational interventions ("supplemental educational services" or "SES");

WHEREAS, the Provider has been approved by the Illinois State Board of Education ("ISBE") to provide SES within the State of Illinois in accordance with ISBE's application process and administrative rules established pursuant to NCLB; and

WHEREAS, at least one parent or guardian of an eligible student ("Parent") has selected Provider to furnish the child with SES for the school year referenced in the Preamble.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are incorporated into and made a part of this Agreement.
2. **PURPOSE AND STATEMENT OF WORK.** The Provider shall perform all terms, conditions and provisions contained in the scope of services description attached and incorporated into this Agreement as Exhibit A (the "Services"). The Provider shall perform the Services with a high degree of skill, care and diligence, in accordance with the highest professional standards. The Provider shall provide qualified and trained personnel and all materials and equipment necessary to undertake the Services and to fulfill the purposes of this Agreement.

[ADD IF USING DISTRICT FACILITIES: The Provider's use of District Facilities in connection with the Services shall be in accordance with the Facilities Use Agreement set forth on Exhibit C.]
3. **INDEPENDENT CONTRACTOR STATUS.** Provider and each of its employees are independent contractors. Provider is not an employee of the District, and no employee or agent of Provider is an employee of the District. The District assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on

behalf of, Provider, its employees, agents, subcontractors and others under this Agreement. Provider shall be responsible for all federal and state tax and Social Security liability that may result from the performance of, and compensation for, services by its employees or agents.

4. TERM. This Agreement shall become effective on the date first written above and shall, subject to any earlier termination as provided herein, terminate on [September 30, 2013] without further action of the parties.

5. **PAYMENT, EXPENSES AND BILLING.**

- a. Amount. The Provider shall charge the District \$862.05 per hour per eligible student for all SES provided pursuant to this Agreement. Provided, however, that in no event will the amount paid per eligible student by the District exceed the per pupil expenditure amount for SES established pursuant to law. All invoices submitted to the District shall be based upon the foregoing amount multiplied by the number of children whose Parents have selected the Provider to furnish their child with SES. For a child completing only a portion of the Provider's program, the District shall only be invoiced an amount reflecting the percentage of the program completed.
- b. Billings: The Provider shall be paid the Per-Pupil Hourly Rate, based upon actual attendance by students at a session of the Provider's program as reported to ISBE and the District through ISBE's tracking system (STARS), and shall not be compensated the Per-Pupil Hourly Rate for students not attending a session. The Provider shall submit billings with such supporting documentation as the District may request within thirty (30) days of the rendering of services. District shall process payment to Provider in accordance with the Local Government Prompt Payment Act.

Billing shall be submitted to the contact person and address listed in this Agreement. If the District, in good faith, deems that the Provider has not met any of the requirements of this Agreement, it may withhold payment billed by the Provider until such insufficiency is corrected. The District shall not be obligated to pay for any Services not in compliance with this Agreement or ISBE administrative rules. In the event of early termination of this Agreement, the District shall only be obligated to pay amounts incurred up to the date of termination.

- c. Final Payment. No later than sixty days after the Provider's conclusion of SES within the District, the Provider must report to both ISBE and the District its cost of SES within the District during the term of this Agreement in accordance with the SES Administrative Rules. The final amount paid to the Provider shall be the lesser of (i) its actual cost of SES within the District, as established and reported in accordance with the SES Administrative Rules; or (ii) the hourly rate set forth in sub-paragraph 5. a. above, multiplied by the hours of student attendance in the provider's program. The District shall withhold twenty percent (20%) of the amount owed to the Provider for services during the 2012-2013 school year pending the reporting of the Provider's cost of SES within the District. Final payment by the District, or the repayment of any amounts overpaid to the Provider, shall occur by the later of: (i) thirty days from the Provider's submission of its cost report to ISBE and the District; or (ii) June 30, 2013.
- d. No Additional Compensation. The Provider shall not charge any other fees nor seek any payment and/or compensation of any kind whatsoever from students or Parents for the Services provided under this Agreement.

6. **CONFIDENTIAL INFORMATION**

- a. Acknowledgment of Confidentiality. Each Party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii)

information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

- b. Covenant Not to Disclose. With respect to the other Party's Confidential Information, and except as otherwise required by law, the recipient hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any third party without the other Party's prior written approval; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither Party nor any recipient may alter or remove from any software or associated documentation owned or provided by the other Party any proprietary, copyright, trademark or trade secret legend. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.
7. Student Records. Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), and all other applicable federal and State laws regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by the District. To protect the confidentiality of student education records, the Provider will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. The District will obtain necessary consent prior to disclosure of confidential student records to the Provider. The Provider will likewise obtain necessary consent prior to disclosure of confidential student records to the District.

All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency and identity of any individual accessing student records that is not in the direct employ of Provider. Provider shall not disclose or forward to any person other than parent/guardian or District any student record or information contained therein, including, but not limited to records or information as to the student's identity, without the written consent of the parent and District. Upon termination of this Agreement, Provider shall turn over to District all student records of District's eligible students to whom Provider has provided services under this Agreement.

Provider, its employees, agents, subcontractors and others, shall maintain the confidentiality of all medical, psychological, and student records of all eligible students in compliance with applicable federal and State laws.

Provider may communicate to the general public, including through newspaper, electronic, and other media, the results of its work under this Agreement; provided, however, than any communication shall not identify any individual student to whom Provider, its employees, agents, subcontractors or others provided any service.

8. **DEFAULT AND TERMINATION**

- a. Provider Default. This Agreement may be terminated by District at any time. To terminate this Agreement, District shall give Provider twenty (20) calendar days' written notice prior to the date of the termination.
- b. Notification to the State Superintendent of Education; Termination of Services. If the Provider defaults in the performance of any of its obligations under this Agreement, the District shall provide written notification to the State Superintendent of Education. The State Superintendent of Education shall require information from both the Provider and the District to determine the validity of the declaration of the Provider Default. Following the receipt of such information, the State Superintendent of Education shall either (i) permit the District to proceed with the termination of this Agreement; (ii) institute a corrective action plan in accordance with the SES Administrative Rules, whereupon the Parties shall amend this Agreement to reflect the same; or (iii) invalidate the declaration of a Provider Default. Any damages incurred by District as a result of a Provider Default shall be

borne by the Provider at its sole cost and expense, shall not be payable as part of the contract amount set forth in Paragraph 3(a) and shall be reimbursed to District by the Provider upon demand.

- c. Termination of Services to a Particular Student. The District may, upon ten (10) days prior written notification to the Provider and the State Superintendent of Education, terminate the services a Provider is providing to a particular student if the Provider is unable to meet the student's specific achievement goals set forth in the student's ILP. Any such termination shall be separate and apart from the default and termination procedures set forth in Paragraphs 7.a. and 7.b.
- d. Immediate Cancellation. The District may cancel this Agreement immediately, without fault or penalty, if ISBE revokes its approval of the Provider, or if funds are no longer made available for this Agreement through action of either the State or Federal government.

9. **INDEMNIFICATION AND INSURANCE.**

- a. General Indemnification. To the fullest extent permitted by law, the Provider agrees to indemnify, defend and hold harmless District, its board, its individual board members, and its officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, reasonable defense costs and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the Provider, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Provider or its subcontractors to comply with any laws or regulations applicable to the performance of the Services; (iii) any act of infringement of any existing patent or copyright or any unauthorized use of any trade secret; or (iv) the breach of any representation or warranty provided by the Provider herein.
- b. Insurance Requirements. The Provider shall maintain insurance policies in the amounts required by the application under which it has approval from ISBE to offer SES services. Such policies shall include, without limitation, the following minimum coverages:
 - i. A broad form Commercial General Liability Insurance policy written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$1,000,000 for Completed Operations and Products Liability.
 - ii. A Comprehensive Automobile Insurance Policy providing coverage for all owned, hired, rent, leased and non-owned automobiles, written with combined single limit of liability of not less than \$500,000 for each occurrence of bodily injury and/or property damage.
 - iii. A Workers' Compensation Insurance Policy in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than
 - 1. \$500,000 for bodily injury by accident, each accident
 - 2. \$500,000 for bodily injury by disease, each employee
 - 3. \$500,000 aggregate liability for disease

The policies specified above shall be placed with insurance coverages reasonably acceptable to ISBE and the District, and shall incorporate a provision requiring the giving of notice to ISBE and the District at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies. Unless otherwise

agreed to in writing by ISBE and the District, the Provider will cause all of its subcontractors to purchase and maintain insurance coverages identical to those required of the Provider hereunder.

Upon execution of this Agreement and upon request of District, the Provider shall provide copies of certificates of insurance evidencing the coverage described in this Paragraph. Upon request, Provider shall furnish the District with complete copies of the requested insurance policies.

10. **SUBCONTRACTOR DISCLOSURE.** As of the effective date of this Agreement, the following subcontractors are expected to perform work pursuant to this Agreement and to be paid with funds provided hereunder:

Name	Address	Anticipated Amount

If during the term of this Agreement, the Provider wants to retain subcontractors to be paid with funds provided by this Agreement not listed above, the Provider must first obtain District's prior written approval. Provider agrees to abide by the restrictions in 23 Ill. Adm. Code 675.30 regarding the employment of district or district-related personnel.

11. **RECORD-KEEPING.** The Provider and its subcontractors shall maintain books and records relating to performance of the Agreement or subcontract and necessary to support amounts charged to the District under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Provider for a period of five (5) years from the later of the date of final payment under the Agreement or completion of the services, and by the subcontractor for a period of five (5) years from the later of the date of the final payment under the subcontract or completion of the subcontract. The five- (5) year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this Paragraph shall be available for review or audit by representatives of the District upon reasonable notice and during normal business hours. The Provider and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Paragraph shall establish a presumption in favor of the District for the recovery of any funds paid by the District under the Agreement for which adequate books and records are not available to support the purported disbursement. The Provider shall not impose a charge for audit or examination of the Provider's book and records.
12. **COOPERATION.** Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide a quality SES program for students within the District. The Provider shall cooperate with District representatives visiting and observing tutoring sessions, interviewing students and Parents and taking such other actions deemed necessary by the District to administer and evaluate the Services and the District's overall SES program. The District shall cooperate with the Provider in supplying needed student information as quickly as possible after securing written parental permission to disclose.
13. **GENERAL PROVISIONS.**
- a. **Notices.** All notices, billings or other correspondence required to be given to either Party pursuant to this Agreement shall be sent by facsimile or delivered or mailed to the following addresses:

DISTRICT

Attention:

Mr. Pete Martino

Assistant Principal for Administrative Services

Community High School District 94

326 Joliet Street

PROVIDER

Attention:
Michael Flowers
President
5 Star Tutors
1160 Cresthaven Ln #103
Naperville, IL 60564
1-888-468-0002

- b. Program Managers. Each Party hereby designates the following Program Managers who will oversee the implementation of the Services within the District:

For the Provider: Michael Flowers, President

For the District: Maura Bridges, Director of Student Services and
Peter Martino, Assistant Principal

Each Party may from time to time change the designation of the Program Manager by notice given to the other Party in accordance with Paragraph 13.a.

- c. Amendment. This Agreement may only be amended in writing signed by both Parties.
- d. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party.

The District and Provider agree that they have had a chance to review the Agreement and its exhibits, understand them, and have had the opportunity to consult with independent counsel about them.

- e. Construction/Order of Documents. The Parties agree that in determining their rights and obligations to each other, the express terms and conditions set forth in the main body of this Agreement shall be controlling over any term and condition contained in the Exhibits attached hereto, and that any ambiguity shall be resolved by first applying the terms and conditions set forth in the main body of this Agreement.
- f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- g. Compliance With Laws. The Provider shall comply, and shall cause its subcontractors to comply, with all existing and future laws, regulations, rules, ordinances, orders and decrees (collectively, "Laws") which are applicable to the Provider's services. The Provider shall secure, pay for and maintain all registrations, licenses, certifications, permits or approvals which relate to the provision of its Services. If the Provider should discover any discrepancy or inconsistency between the requirements of any Laws and the scope or nature of the services, or the amount charged to the District by the Provider therefore, the Provider shall immediately notify District in writing of such discrepancy or inconsistency and shall conform its Services to any subsequent orders or instructions of District.
- h. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

- i. Time is of the Essence. Time is of the essence of this Agreement.
- j. Ownership of Records. All records, reports, documents or other material delivered to or transmitted to the District pursuant to this Agreement shall remain the property of the District.
- k. Cumulative Rights. Except as otherwise provided in this Agreement, rights and remedies available to the District and/or the Provider as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to District and/or the Provider in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.
- l. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.
- m. No Waiver. No course of dealing or failure of the District and/or the Provider to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- n. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.
- o. Certifications and Assurances: The Provider represents and warrants that all of the certifications and assurances set forth on Exhibit B attached hereto are and shall remain true and correct.
- p. Exhibits: The following Exhibits are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B - PROVIDER CERTIFICATIONS AND ASSURANCES

EXHIBIT C - CONDITIONS RELATED TO USAGE OF DISTRICT FACILITIES/ACCESS TO PROVIDER FACILITIES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Community High School District 94
District Name

District Authorized Signature

Its: _____

Date: _____

5 Star Tutors
Provider Name


Provider Authorized Signature

Its: President

Date: 9/30/2013

EXHIBIT A

SCOPE OF SERVICES

1. General Requirements

The Provider shall cause SES to be delivered to eligible students enrolled in the Provider's program in accordance with this Agreement, the Provider's application as approved by ISBE and as may be amended from time to time, the SES Administrative Rules (23 Ill. Adm. Code 675) and all other applicable Laws, and the student's Individual Learning Plan ("ILP"). The Provider acknowledges that in accordance with the SES Administrative Rules, the Provider's program must be offered in accordance with the elements in the Provider's approved application. Specifically, the program must:

- for each eligible student whose parent elects to receive SES from Provider, Provider and District shall develop a Statement of Goals pursuant to 34 C.F.R. 200.46(b)(2)(i) and (b)(3), in consultation with the student's parent(s) or guardian(s) including a timetable for improving achievement. Provider shall make no changes to, or terminate, any student's Statement of Goals without the written consent of District and the student's parent.
- include an appropriate, nationally recognized diagnostic assessment for use in identifying students' weaknesses and achievement gaps upon which to build an individual student plan and learning goals;
- use targeted remediation/instruction that is aimed at addressing the individual skill gaps revealed during the assessment and that is based upon an individual learning plan;
- include a post assessment linked to the diagnostic assessment to determine whether student gains occurred and to further develop a plan for either re-teaching skills or identifying new skills for instruction;
- align with the Illinois Learning Standards set forth at 23 Ill. Adm. Code 1, Appendix D, in the subject areas being presented by the Provider;
- be consistent with the academic program a student experiences in the regular school day; and
- use instructional practices that are high-quality, research-based, and specifically designed to increase students' academic achievement.

The Provider will provide Services that are aligned to the student's ILP, and in a manner that allows the timetable written in the ILP to be met.

2. Assignment of Students

The District will provide Parents of eligible students with a listing of supplemental educational service providers seeking to provide services within the District. Parents will be required to complete an enrollment form and then return it to the District in a process prescribed and made known by the District. The District will assign eligible students to the Provider in accordance with selections made by Parents and will supply to the Provider as soon as is practicable such student information as is needed by the Provider to execute this contract. The Provider will adhere to District procedures regarding the selection of students if sufficient funds are not available for all students seeking supplemental educational services. The list of assigned students is subject to change from time to time based upon subsequent Parental requests and student transfers. The Provider may not impose additional criteria on the admission or assignment of otherwise eligible students to its program; provided, however, that admission or assignment is subject to the limitations in the Provider's ISBE-approved

application, limitations on capacity or inability to serve limited English proficiency students or students with disabilities.

3. Meetings

Upon receipt of the assigned student list, the Provider must schedule an orientation conference with one of the assistant principals of each assigned student's home school. During such conference, the Provider and assistant principal will develop an outreach plan to contact Parents. If the Provider is using District facilities, the assistant principal will also explain all policies, procedures and guidelines related to the delivery of services on school property. The assistant principal will also identify the school's designated SES coordinator.

Prior to the commencement of a student's SES, the Provider will meet with the student's Parent(s) and District personnel to develop statements of specific achievement goals for the student to be set forth in the student's ILP. The District will retain the original signed ILP, and the Provider and Parents will receive copies. The District may withhold payments to the Provider for services to any student for whom an ILP has not been created or the original of that ILP has not been delivered to the District. The Provider will meet with Parents at the end of the Provider's program to discuss the student's progress over the course of the year, and to obtain the Parent's assessment of the Provider's program through the Parent survey.

During the term of this Agreement, the Provider will meet with representatives of the District to discuss the Provider's overall program or an individual student's progress at such times and at such frequency as the District may reasonably request.

4. Notifications

The Provider shall immediately notify the District's Program Manager in writing of any assigned student who fails to attend three consecutive sessions. The Provider shall immediately drop any student (and so record this fact in STARS) who fails to attend five consecutive sessions or who has missed and failed to make up twelve sessions in total. The Provider shall provide advance notice to the District Program manager any time its tutor will be unable, for any reason, to conduct a scheduled tutoring session. Any tutoring sessions that are cancelled due to tutor no-shows must be rescheduled as soon as possible on a date mutually agreed upon by the District Program Manager and the Provider.

The Provider shall immediately report to the District any injuries sustained by students during the course of the Services.

The Provider shall promptly notify the District of any grievances or complaints received from Parents or District personnel. The Provider shall report the resolution of such grievances or complaints as well.

5. Reporting

The Provider must report attendance through STARS for all students participating in the Provider's program, recording their participation in, or absence from, tutoring sessions.

The Provider must submit progress reports to Parents and schools regularly. "Regularly" is defined as at least quarterly. The Parent's copy of the report must be mailed to the parents within one week after the last day of each academic quarter during which the provider is working with the student. The school's copy can be mailed or hand-delivered to Kimberly Chambers, Assistant Superintendent of Administrative Services, Community High School District 94, 326 Joliet Street, West Chicago, IL 60185 within one week after the last day of each academic quarter during which the provider is working with the student. (In the event the required delivery date falls on a weekend or holiday, the prior work day will serve as the report day.) If Parents or teachers desire more frequent reporting for a particular student, this additional reporting will be set forth in a student's ILP. The final

progress report must describe the student's performance on the post-assessment administered by the Provider, and include an assessment of whether the Provider met the objectives for the student set out in the ILP. An objective will not be considered "met" until at least an 80% mastery rate is demonstrated by the student.

In addition, within 45 days after Provider's conclusion of SES for the school year, the Provider shall submit a report to ISBE and the District that includes:

- a. information on the students served;
- b. details of any complaints received from teachers or Parents;
- c. the percentage of students meeting the academic goals set out in their Individual Learning Plans;
- d. based upon a survey form prescribed by ISBE of all Parents of children in the program, a report on the percentage of Parents who:
 - 1. agree with the Provider's assessment of their respective students' achievement of the academic goals;
 - and**
 - 2. are satisfied with the services provided to their children;
- e. If the Provider has a rating lower than 80% under either criteria set forth in d, a description of specific actions the Provider will take over the next school year to better inform Parents regarding students' progress and/or increase parental satisfaction with the Services;
- f. updates and revisions to any information set forth in the Provider's approved application (including the submission of all information required by SES Administrative Rules not previously reported by the Provider); and
- g. an assurance that all other information set forth on the Provider's approved application, as may be updated from time to time, remains true and correct.

This report can be mailed or hand-delivered as set forth in this paragraph 5.

EXHIBIT B

PROVIDER CERTIFICATIONS AND ASSURANCES

The Provider hereby represents and warrants to the District that the following certifications and assurances are and shall remain true and correct:

- i. All individuals providing Services to children meet, at a minimum, the requirements for paraprofessionals under the No Child Left Behind Act of 2001;
- ii. The Provider is duly organized, validly existing and in good standing under the laws of the state of its incorporation, and duly qualified to conduct business in Illinois;
- iii. In the case of students with disabilities, the Provider's program will support the implementation of the student's Individualized Education Program under Section 614(d) of the Individuals with Disabilities Education Act and provide services consistent with section 504 of the Rehabilitation Act of 1973.
- iv. All instruction and content shall be secular, neutral and nonideological.
- v. All Services will be provided outside of the regular school day.
- vi. The Provider will respect the confidentiality of student records and share this information only with parents and appropriate school personnel. The Provider will not disclose to the public the identity of any student who is eligible for, or receiving, SES without the prior written permission of the Parents.
- vii. In accordance with 105 ILCS 5/10-21.9, all individuals providing Services to children will have successfully completed criminal background checks, and evidence will be provided to the District of the same. For tutors who are not resident in the United States, these criminal background checks will also include a check conducted in each tutor's country of residence that is comparable in scope to the federal and state check required in 105 ILCS 5/10-21.9.
- viii. In accordance with 105 ILCS 5/24-5, individuals providing Services to children will be in good health and free of communicable disease, and evidence will be provided to the District of the same.
- ix. The Provider will not discriminate on the basis of race, national origin, sex, sexual orientation or disability in accepting students, providing students with Services, and the employment of individuals for SES activities. Provided, however, that the Provider may decline to begin services to students with disabilities if the Provider determines that one or more of the disabling conditions are beyond the capabilities of the Provider, and the Provider shall not accept ELL or disabled students unless approved to do so by ISBE. Having once accepted a disabled student into its program, a Provider may not decline to continue offering services to that student as it does to all other students.
- x. The program information submitted herein, as well as the information contained in the Provider's ISBE-approved application, shall be consistent with the Services offered pursuant to this Agreement.
- xi. The Provider shall comply with all requirements set forth in 23 Ill. Adm. Code 675 including, but not limited to, the SES Provider Code of Ethics set forth in 23 Ill. Adm. Code 675.30.
- xii. The Provider has full legal right and authority to use any and all equipment, software, data, materials, products, trade secrets and intellectual property used in connection with the Services.
- xiii. If the Provider offers its services through a provider-supplied computer and/or Internet connection, the computer and/or Internet connection must be so devised as to be useable only for SES purposes during the provision of services.

EXHIBIT C

CONDITIONS RELATED TO USAGE OF DISTRICT FACILITIES/ACCESS TO PROVIDER FACILITIES

Facilities & Equipment Usage. Provider, its employees or agents performing Services, shall be permitted to enter upon and utilize District facilities in connection with the performance of its Services hereunder, subject to the terms and conditions contained herein and those rules established by the District and the school. Provider shall provide advance notice to the school assistant principal and the District's Program Manager of any such intended use of school property to furnish Services hereunder. In those instances where Provider is authorized to utilize a District facility and related equipment to provide Services, Provider shall establish a usage schedule with the assistant principal.

Conditions of Use. Provider accepts the school premises and equipment in an as-is condition and Provider is solely responsible for determining that such premises and equipment are suitable for its program use. Consent to enter upon and use District property given by the assistant principal and the District's Program Manager shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the District. The assistant principal shall have the authority to the maximum extent possible to direct and condition Provider's use of a school in performing the Services set forth herein. Provider shall not conduct any other business on District property other than the Services and other matters associated with this Agreement. Provider shall use, and shall cause each of its employees and agents to use, the highest degree of care when entering upon and utilizing any property owned by the District in connection with the Services. Provider shall be responsible for the costs associated with the repair and restoration of any school property that is damaged as a result of Provider's usage, reasonable wear and tear excepted. Provider shall comply and shall cause each of its employees and agents, to comply with any and all instructions, requirements and licenses for the use of such property. Any and all third party claims, suits or judgments, costs or expenses, including attorneys, reasonable fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the insurance and indemnification provisions contained in the Agreement.

Access to Provider Facilities. Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by District. The Provider may be invited to participate in any review of each student's progress by District. District representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress.

**CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES
FOR THE 2012-2013 SCHOOL YEAR**

By and Between

Community High School District 94

And

[24/7 Online Education]

THIS CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES FOR THE 2013 - 2014 SCHOOL YEAR (this "Agreement") is entered into this 27 day of September, 2013, by and between the Board of Education of Community High School District 94 (the "District"), a body politic and corporate created pursuant to the laws of the State of Illinois, and **[24/7 Online Education]** (the "Provider"), a Sole Proprietor created pursuant to the laws of the State of Illinois. The Provider and the District are collectively referred to as the "Parties," and each, a "Party."

W I T N E S S E T H:

WHEREAS, Community High School ("CHS") has not made adequate yearly progress for at least four consecutive years in accordance with Title I of the Elementary and Secondary Education Act, as reauthorized by the No Child Left Behind Act of 2001 ("NCLB");

WHEREAS, under NCLB, students from low-income families attending CHS ("eligible students") are eligible to receive additional academic instruction designed to increase academic achievement outside of the regular school day, which may include academic assistance such as tutoring, remediation and other educational interventions ("supplemental educational services" or "SES");

WHEREAS, the Provider has been approved by the Illinois State Board of Education ("ISBE") to provide SES within the State of Illinois in accordance with ISBE's application process and administrative rules established pursuant to NCLB; and

WHEREAS, at least one parent or guardian of an eligible student ("Parent") has selected Provider to furnish the child with SES for the school year referenced in the Preamble.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are incorporated into and made a part of this Agreement.
2. **PURPOSE AND STATEMENT OF WORK.** The Provider shall perform all terms, conditions and provisions contained in the scope of services description attached and incorporated into this Agreement as Exhibit A (the "Services"). The Provider shall perform the Services with a high degree of skill, care and diligence, in accordance with the highest professional standards. The Provider shall provide qualified and trained personnel and all materials and equipment necessary to undertake the Services and to fulfill the purposes of this Agreement.

[ADD IF USING DISTRICT FACILITIES: The Provider's use of District Facilities in connection with the Services shall be in accordance with the Facilities Use Agreement set forth on Exhibit C.]

3. **INDEPENDENT CONTRACTOR STATUS.** Provider and each of its employees are independent contractors. Provider is not an employee of the District, and no employee or agent of Provider is an employee of the District.

The District assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of, Provider, its employees, agents, subcontractors and others under this Agreement. Provider shall be responsible for all federal and state tax and Social Security liability that may result from the performance of, and compensation for, services by its employees or agents.

4. **TERM.** This Agreement shall become effective on the date first written above and shall, subject to any earlier termination as provided herein, terminate on [September 30, 2013] without further action of the parties.

5. **PAYMENT, EXPENSES AND BILLING.**

- a. Amount. The Provider shall charge the District **\$862.05** per hour per eligible student for all SES provided pursuant to this Agreement. Provided, however, that in no event will the amount paid per eligible student by the District exceed the per pupil expenditure amount for SES established pursuant to law. All invoices submitted to the District shall be based upon the foregoing amount multiplied by the number of children whose Parents have selected the Provider to furnish their child with SES. For a child completing only a portion of the Provider's program, the District shall only be invoiced an amount reflecting the percentage of the program completed.
- b. Billings: The Provider shall be paid the Per-Pupil Hourly Rate, based upon actual attendance by students at a session of the Provider's program as reported to ISBE and the District through ISBE's tracking system (STARS), and shall not be compensated the Per-Pupil Hourly Rate for students not attending a session. The Provider shall submit billings with such supporting documentation as the District may request within thirty (30) days of the rendering of services. District shall process payment to Provider in accordance with the Local Government Prompt Payment Act.

Billing shall be submitted to the contact person and address listed in this Agreement. If the District, in good faith, deems that the Provider has not met any of the requirements of this Agreement, it may withhold payment billed by the Provider until such insufficiency is corrected. The District shall not be obligated to pay for any Services not in compliance with this Agreement or ISBE administrative rules. In the event of early termination of this Agreement, the District shall only be obligated to pay amounts incurred up to the date of termination.

- c. Final Payment. No later than sixty days after the Provider's conclusion of SES within the District, the Provider must report to both ISBE and the District its cost of SES within the District during the term of this Agreement in accordance with the SES Administrative Rules. The final amount paid to the Provider shall be the lesser of (i) its actual cost of SES within the District, as established and reported in accordance with the SES Administrative Rules; or (ii) the hourly rate set forth in sub-paragraph 5. a. above, multiplied by the hours of student attendance in the provider's program. The District shall withhold twenty percent (20%) of the amount owed to the Provider for services during the 2012-2013 school year pending the reporting of the Provider's cost of SES within the District. Final payment by the District, or the repayment of any amounts overpaid to the Provider, shall occur by the later of: (i) thirty days from the Provider's submission of its cost report to ISBE and the District; or (ii) June 30, 2013.
- d. No Additional Compensation. The Provider shall not charge any other fees nor seek any payment and/or compensation of any kind whatsoever from students or Parents for the Services provided under this Agreement.

6. **CONFIDENTIAL INFORMATION**

- a. Acknowledgment of Confidentiality. Each Party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential

Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

- b. Covenant Not to Disclose. With respect to the other Party's Confidential Information, and except as otherwise required by law, the recipient hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any third party without the other Party's prior written approval; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither Party nor any recipient may alter or remove from any software or associated documentation owned or provided by the other Party any proprietary, copyright, trademark or trade secret legend. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.
- 7. Student Records. Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), and all other applicable federal and State laws regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by the District. To protect the confidentiality of student education records, the Provider will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. The District will obtain necessary consent prior to disclosure of confidential student records to the Provider. The Provider will likewise obtain necessary consent prior to disclosure of confidential student records to the District.

All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency and identity of any individual accessing student records that is not in the direct employ of Provider. Provider shall not disclose or forward to any person other than parent/guardian or District any student record or information contained therein, including, but not limited to records or information as to the student's identity, without the written consent of the parent and District. Upon termination of this Agreement, Provider shall turn over to District all student records of District's eligible students to whom Provider has provided services under this Agreement.

Provider, its employees, agents, subcontractors and others, shall maintain the confidentiality of all medical, psychological, and student records of all eligible students in compliance with applicable federal and State laws.

Provider may communicate to the general public, including through newspaper, electronic, and other media, the results of its work under this Agreement; provided, however, than any communication shall not identify any individual student to whom Provider, its employees, agents, subcontractors or others provided any service.

8. **DEFAULT AND TERMINATION**

- a. Provider Default. This Agreement may be terminated by District at any time. To terminate this Agreement, District shall give Provider twenty (20) calendar days' written notice prior to the date of the termination.
- b. Notification to the State Superintendent of Education; Termination of Services. If the Provider defaults in the performance of any of its obligations under this Agreement, the District shall provide written notification to the State Superintendent of Education. The State Superintendent of Education shall require information from both the Provider and the District to determine the validity of the declaration of the Provider Default. Following the receipt of such information, the State Superintendent of Education shall either (i) permit the District to proceed with the termination of this Agreement; (ii) institute a corrective action plan in accordance with the SES Administrative Rules, whereupon the Parties shall amend this Agreement to reflect the same; or (iii) invalidate the declaration of a Provider Default. Any damages incurred by District as a result of a Provider Default shall be

borne by the Provider at its sole cost and expense, shall not be payable as part of the contract amount set forth in Paragraph 3(a) and shall be reimbursed to District by the Provider upon demand.

- c. Termination of Services to a Particular Student. The District may, upon ten (10) days prior written notification to the Provider and the State Superintendent of Education, terminate the services a Provider is providing to a particular student if the Provider is unable to meet the student's specific achievement goals set forth in the student's ILP. Any such termination shall be separate and apart from the default and termination procedures set forth in Paragraphs 7.a. and 7.b.
- d. Immediate Cancellation. The District may cancel this Agreement immediately, without fault or penalty, if ISBE revokes its approval of the Provider, or if funds are no longer made available for this Agreement through action of either the State or Federal government.

9. **INDEMNIFICATION AND INSURANCE.**

- a. General Indemnification. To the fullest extent permitted by law, the Provider agrees to indemnify, defend and hold harmless District, its board, its individual board members, and its officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, reasonable defense costs and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the Provider, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Provider or its subcontractors to comply with any laws or regulations applicable to the performance of the Services; (iii) any act of infringement of any existing patent or copyright or any unauthorized use of any trade secret; or (iv) the breach of any representation or warranty provided by the Provider herein.
- b. Insurance Requirements. The Provider shall maintain insurance policies in the amounts required by the application under which it has approval from ISBE to offer SES services. Such policies shall include, without limitation, the following minimum coverages:
 - i. A broad form Commercial General Liability Insurance policy written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$1,000,000 for Completed Operations and Products Liability.
 - ii. A Comprehensive Automobile Insurance Policy providing coverage for all owned, hired, rent, leased and non-owned automobiles, written with combined single limit of liability of not less than \$500,000 for each occurrence of bodily injury and/or property damage.
 - iii. A Workers' Compensation Insurance Policy in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than
 - 1. \$500,000 for bodily injury by accident, each accident
 - 2. \$500,000 for bodily injury by disease, each employee
 - 3. \$500,000 aggregate liability for disease

The policies specified above shall be placed with insurance coverages reasonably acceptable to ISBE and the District, and shall incorporate a provision requiring the giving of notice to ISBE and the District at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies. Unless otherwise

agreed to in writing by ISBE and the District, the Provider will cause all of its subcontractors to purchase and maintain insurance coverages identical to those required of the Provider hereunder.

Upon execution of this Agreement and upon request of District, the Provider shall provide copies of certificates of insurance evidencing the coverage described in this Paragraph. Upon request, Provider shall furnish the District with complete copies of the requested insurance policies.

10. **SUBCONTRACTOR DISCLOSURE.** As of the effective date of this Agreement, the following subcontractors are expected to perform work pursuant to this Agreement and to be paid with funds provided hereunder:

Name	Address	Anticipated Amount

If during the term of this Agreement, the Provider wants to retain subcontractors to be paid with funds provided by this Agreement not listed above, the Provider must first obtain District's prior written approval. Provider agrees to abide by the restrictions in 23 Ill. Adm. Code 675.30 regarding the employment of district or district-related personnel.

11. **RECORD-KEEPING.** The Provider and its subcontractors shall maintain books and records relating to performance of the Agreement or subcontract and necessary to support amounts charged to the District under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Provider for a period of five (5) years from the later of the date of final payment under the Agreement or completion of the services, and by the subcontractor for a period of five (5) years from the later of the date of the final payment under the subcontract or completion of the subcontract. The five- (5) year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this Paragraph shall be available for review or audit by representatives of the District upon reasonable notice and during normal business hours. The Provider and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Paragraph shall establish a presumption in favor of the District for the recovery of any funds paid by the District under the Agreement for which adequate books and records are not available to support the purported disbursement. The Provider shall not impose a charge for audit or examination of the Provider's book and records.
12. **COOPERATION.** Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide a quality SES program for students within the District. The Provider shall cooperate with District representatives visiting and observing tutoring sessions, interviewing students and Parents and taking such other actions deemed necessary by the District to administer and evaluate the Services and the District's overall SES program. The District shall cooperate with the Provider in supplying needed student information as quickly as possible after securing written parental permission to disclose.
13. **GENERAL PROVISIONS.**
- a. Notices. All notices, billings or other correspondence required to be given to either Party pursuant to this Agreement shall be sent by facsimile or delivered or mailed to the following addresses:

DISTRICT

Attention:
Mr. Pete Martino
Assistant Principal for Administrative Services
Community High School District 94
326 Joliet Street

West Chicago, IL 60185
Facsimile: 630-876-6217

PROVIDER

Reema Janweja
CEO
24/7 Online Education
PO Box 10431
Canoga Park CA 91309
888-661-2990

- b. Program Managers. Each Party hereby designates the following Program Managers who will oversee the implementation of the Services within the District:

For the Provider: REEMA JANWEJA

For the District: Maura Bridges, Director of Student Services and
Peter Martino, Assistant Principal

Each Party may from time to time change the designation of the Program Manager by notice given to the other Party in accordance with Paragraph 13.a.

- c. Amendment. This Agreement may only be amended in writing signed by both Parties.
- d. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party.

The District and Provider agree that they have had a chance to review the Agreement and its exhibits, understand them, and have had the opportunity to consult with independent counsel about them.

- e. Construction/Order of Documents. The Parties agree that in determining their rights and obligations to each other, the express terms and conditions set forth in the main body of this Agreement shall be controlling over any term and condition contained in the Exhibits attached hereto, and that any ambiguity shall be resolved by first applying the terms and conditions set forth in the main body of this Agreement.
- f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- g. Compliance With Laws. The Provider shall comply, and shall cause its subcontractors to comply, with all existing and future laws, regulations, rules, ordinances, orders and decrees (collectively, "Laws") which are applicable to the Provider's services. The Provider shall secure, pay for and maintain all registrations, licenses, certifications, permits or approvals which relate to the provision of its Services. If the Provider should discover any discrepancy or inconsistency between the requirements of any Laws and the scope or nature of the services, or the amount charged to the District by the Provider therefore, the Provider shall immediately notify District in writing of such discrepancy or inconsistency and shall conform its Services to any subsequent orders or instructions of District.
- h. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

- i. Time is of the Essence. Time is of the essence of this Agreement.
- j. Ownership of Records. All records, reports, documents or other material delivered to or transmitted to the District pursuant to this Agreement shall remain the property of the District.
- k. Cumulative Rights. Except as otherwise provided in this Agreement, rights and remedies available to the District and/or the Provider as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to District and/or the Provider in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.
- l. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.
- m. No Waiver. No course of dealing or failure of the District and/or the Provider to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- n. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.
- o. Certifications and Assurances: The Provider represents and warrants that all of the certifications and assurances set forth on Exhibit B attached hereto are and shall remain true and correct.
- p. Exhibits: The following Exhibits are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B - PROVIDER CERTIFICATIONS AND ASSURANCES

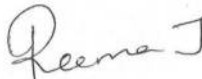
EXHIBIT C - CONDITIONS RELATED TO USAGE OF DISTRICT FACILITIES/ACCESS TO PROVIDER FACILITIES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Community High School District 94
District Name

24/7 ONLINE EDUCATION
Provider Name

District Authorized Signature



Provider Authorized Signature

Its: _____

Its: CEO

Date: _____

Date: September 27, 2013

EXHIBIT A

SCOPE OF SERVICES

1. General Requirements

The Provider shall cause SES to be delivered to eligible students enrolled in the Provider's program in accordance with this Agreement, the Provider's application as approved by ISBE and as may be amended from time to time, the SES Administrative Rules (23 Ill. Adm. Code 675) and all other applicable Laws, and the student's Individual Learning Plan ("ILP"). The Provider acknowledges that in accordance with the SES Administrative Rules, the Provider's program must be offered in accordance with the elements in the Provider's approved application. Specifically, the program must:

- for each eligible student whose parent elects to receive SES from Provider, Provider and District shall develop a Statement of Goals pursuant to 34 C.F.R. 200.46(b)(2)(i) and (b)(3), in consultation with the student's parent(s) or guardian(s) including a timetable for improving achievement. Provider shall make no changes to, or terminate, any student's Statement of Goals without the written consent of District and the student's parent.
- include an appropriate, nationally recognized diagnostic assessment for use in identifying students' weaknesses and achievement gaps upon which to build an individual student plan and learning goals;
- use targeted remediation/instruction that is aimed at addressing the individual skill gaps revealed during the assessment and that is based upon an individual learning plan;
- include a post assessment linked to the diagnostic assessment to determine whether student gains occurred and to further develop a plan for either re-teaching skills or identifying new skills for instruction;
- align with the Illinois Learning Standards set forth at 23 Ill. Adm. Code 1, Appendix D, in the subject areas being presented by the Provider;
- be consistent with the academic program a student experiences in the regular school day; and
- use instructional practices that are high-quality, research-based, and specifically designed to increase students' academic achievement.

The Provider will provide Services that are aligned to the student's ILP, and in a manner that allows the timetable written in the ILP to be met.

2. Assignment of Students

The District will provide Parents of eligible students with a listing of supplemental educational service providers seeking to provide services within the District. Parents will be required to complete an enrollment form and then return it to the District in a process prescribed and made known by the District. The District will assign eligible students to the Provider in accordance with selections made by Parents and will supply to the Provider as soon as is practicable such student information as is needed by the Provider to execute this contract. The Provider will adhere to District procedures regarding the selection of students if sufficient funds are not available for all students seeking supplemental educational services. The list of assigned students is subject to change from time to time based upon subsequent Parental requests and student transfers. The Provider may not impose additional criteria on the admission or assignment of otherwise eligible students to its program; provided, however, that admission or assignment is subject to the limitations in the Provider's ISBE-approved

application, limitations on capacity or inability to serve limited English proficiency students or students with disabilities.

3. Meetings

Upon receipt of the assigned student list, the Provider must schedule an orientation conference with one of the assistant principals of each assigned student's home school. During such conference, the Provider and assistant principal will develop an outreach plan to contact Parents. If the Provider is using District facilities, the assistant principal will also explain all policies, procedures and guidelines related to the delivery of services on school property. The assistant principal will also identify the school's designated SES coordinator.

Prior to the commencement of a student's SES, the Provider will meet with the student's Parent(s) and District personnel to develop statements of specific achievement goals for the student to be set forth in the student's ILP. The District will retain the original signed ILP, and the Provider and Parents will receive copies. The District may withhold payments to the Provider for services to any student for whom an ILP has not been created or the original of that ILP has not been delivered to the District. The Provider will meet with Parents at the end of the Provider's program to discuss the student's progress over the course of the year, and to obtain the Parent's assessment of the Provider's program through the Parent survey.

During the term of this Agreement, the Provider will meet with representatives of the District to discuss the Provider's overall program or an individual student's progress at such times and at such frequency as the District may reasonably request.

4. Notifications

The Provider shall immediately notify the District's Program Manager in writing of any assigned student who fails to attend three consecutive sessions. The Provider shall immediately drop any student (and so record this fact in STARS) who fails to attend five consecutive sessions or who has missed and failed to make up twelve sessions in total. The Provider shall provide advance notice to the District Program manager any time its tutor will be unable, for any reason, to conduct a scheduled tutoring session. Any tutoring sessions that are cancelled due to tutor no-shows must be rescheduled as soon as possible on a date mutually agreed upon by the District Program Manager and the Provider.

The Provider shall immediately report to the District any injuries sustained by students during the course of the Services.

The Provider shall promptly notify the District of any grievances or complaints received from Parents or District personnel. The Provider shall report the resolution of such grievances or complaints as well.

5. Reporting

The Provider must report attendance through STARS for all students participating in the Provider's program, recording their participation in, or absence from, tutoring sessions.

The Provider must submit progress reports to Parents and schools regularly. "Regularly" is defined as at least quarterly. The Parent's copy of the report must be mailed to the parents within one week after the last day of each academic quarter during which the provider is working with the student. The school's copy can be mailed or hand-delivered to Kimberly Chambers, Assistant Superintendent of Administrative Services, Community High School District 94, 326 Joliet Street, West Chicago, IL 60185 within one week after the last day of each academic quarter during which the provider is working with the student. (In the event the required delivery date falls on a weekend or holiday, the prior work day will serve as the report day.) If Parents or teachers desire more frequent reporting for a particular student, this additional reporting will be set forth in a student's ILP. The final

progress report must describe the student's performance on the post-assessment administered by the Provider, and include an assessment of whether the Provider met the objectives for the student set out in the ILP. An objective will not be considered "met" until at least an 80% mastery rate is demonstrated by the student.

In addition, within 45 days after Provider's conclusion of SES for the school year, the Provider shall submit a report to ISBE and the District that includes:

- a. information on the students served;
- b. details of any complaints received from teachers or Parents;
- c. the percentage of students meeting the academic goals set out in their Individual Learning Plans;
- d. based upon a survey form prescribed by ISBE of all Parents of children in the program, a report on the percentage of Parents who:
 - 1. agree with the Provider's assessment of their respective students' achievement of the academic goals;

and

 - 2. are satisfied with the services provided to their children;
- e. If the Provider has a rating lower than 80% under either criteria set forth in d, a description of specific actions the Provider will take over the next school year to better inform Parents regarding students' progress and/or increase parental satisfaction with the Services;
- f. updates and revisions to any information set forth in the Provider's approved application (including the submission of all information required by SES Administrative Rules not previously reported by the Provider); and
- g. an assurance that all other information set forth on the Provider's approved application, as may be updated from time to time, remains true and correct.

This report can be mailed or hand-delivered as set forth in this paragraph 5.

EXHIBIT B

PROVIDER CERTIFICATIONS AND ASSURANCES

The Provider hereby represents and warrants to the District that the following certifications and assurances are and shall remain true and correct:

- i. All individuals providing Services to children meet, at a minimum, the requirements for paraprofessionals under the No Child Left Behind Act of 2001;
- ii. The Provider is duly organized, validly existing and in good standing under the laws of the state of its incorporation, and duly qualified to conduct business in Illinois;
- iii. In the case of students with disabilities, the Provider's program will support the implementation of the student's Individualized Education Program under Section 614(d) of the Individuals with Disabilities Education Act and provide services consistent with section 504 of the Rehabilitation Act of 1973.
- iv. All instruction and content shall be secular, neutral and nonideological.
- v. All Services will be provided outside of the regular school day.
- vi. The Provider will respect the confidentiality of student records and share this information only with parents and appropriate school personnel. The Provider will not disclose to the public the identity of any student who is eligible for, or receiving, SES without the prior written permission of the Parents.
- vii. In accordance with 105 ILCS 5/10-21.9, all individuals providing Services to children will have successfully completed criminal background checks, and evidence will be provided to the District of the same. For tutors who are not resident in the United States, these criminal background checks will also include a check conducted in each tutor's country of residence that is comparable in scope to the federal and state check required in 105 ILCS 5/10-21.9.
- viii. In accordance with 105 ILCS 5/24-5, individuals providing Services to children will be in good health and free of communicable disease, and evidence will be provided to the District of the same.
- ix. The Provider will not discriminate on the basis of race, national origin, sex, sexual orientation or disability in accepting students, providing students with Services, and the employment of individuals for SES activities. Provided, however, that the Provider may decline to begin services to students with disabilities if the Provider determines that one or more of the disabling conditions are beyond the capabilities of the Provider, and the Provider shall not accept ELL or disabled students unless approved to do so by ISBE. Having once accepted a disabled student into its program, a Provider may not decline to continue offering services to that student as it does to all other students.
- x. The program information submitted herein, as well as the information contained in the Provider's ISBE-approved application, shall be consistent with the Services offered pursuant to this Agreement.
- xi. The Provider shall comply with all requirements set forth in 23 Ill. Adm. Code 675 including, but not limited to, the SES Provider Code of Ethics set forth in 23 Ill. Adm. Code 675.30.
- xii. The Provider has full legal right and authority to use any and all equipment, software, data, materials, products, trade secrets and intellectual property used in connection with the Services.
- xiii. If the Provider offers its services through a provider-supplied computer and/or Internet connection, the computer and/or Internet connection must be so devised as to be useable only for SES purposes during the provision of services.

EXHIBIT C

CONDITIONS RELATED TO USAGE OF DISTRICT FACILITIES/ACCESS TO PROVIDER FACILITIES

Facilities & Equipment Usage. Provider, its employees or agents performing Services, shall be permitted to enter upon and utilize District facilities in connection with the performance of its Services hereunder, subject to the terms and conditions contained herein and those rules established by the District and the school. Provider shall provide advance notice to the school assistant principal and the District's Program Manager of any such intended use of school property to furnish Services hereunder. In those instances where Provider is authorized to utilize a District facility and related equipment to provide Services, Provider shall establish a usage schedule with the assistant principal.

Conditions of Use. Provider accepts the school premises and equipment in an as-is condition and Provider is solely responsible for determining that such premises and equipment are suitable for its program use. Consent to enter upon and use District property given by the assistant principal and the District's Program Manager shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the District. The assistant principal shall have the authority to the maximum extent possible to direct and condition Provider's use of a school in performing the Services set forth herein. Provider shall not conduct any other business on District property other than the Services and other matters associated with this Agreement. Provider shall use, and shall cause each of its employees and agents to use, the highest degree of care when entering upon and utilizing any property owned by the District in connection with the Services. Provider shall be responsible for the costs associated with the repair and restoration of any school property that is damaged as a result of Provider's usage, reasonable wear and tear excepted. Provider shall comply and shall cause each of its employees and agents, to comply with any and all instructions, requirements and licenses for the use of such property. Any and all third party claims, suits or judgments, costs or expenses, including attorneys, reasonable fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the insurance and indemnification provisions contained in the Agreement.

Access to Provider Facilities. Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by District. The Provider may be invited to participate in any review of each student's progress by District. District representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress.

**CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES
FOR THE 2012-2013 SCHOOL YEAR**

By and Between

Community High School District 94

And

Achieve HighPoints

THIS CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES FOR THE 2013 - 2014 SCHOOL YEAR (this "Agreement") is entered into this 2nd day of October, 2013, by and between the Board of Education of Community High School District 94 (the "District"), a body politic and corporate created pursuant to the laws of the State of Illinois, and Achieve HighPoints (the "Provider"), a corporation created pursuant to the laws of the State of Georgia. The Provider and the District are collectively referred to as the "Parties," and each, a "Party."

WITNESSETH:

WHEREAS, Community High School ("CHS") has not made adequate yearly progress for at least four consecutive years in accordance with Title I of the Elementary and Secondary Education Act, as reauthorized by the No Child Left Behind Act of 2001 ("NCLB");

WHEREAS, under NCLB, students from low-income families attending CHS ("eligible students") are eligible to receive additional academic instruction designed to increase academic achievement outside of the regular school day, which may include academic assistance such as tutoring, remediation and other educational interventions ("supplemental educational services" or "SES");

WHEREAS, the Provider has been approved by the Illinois State Board of Education ("ISBE") to provide SES within the State of Illinois in accordance with ISBE's application process and administrative rules established pursuant to NCLB; and

WHEREAS, at least one parent or guardian of an eligible student ("Parent") has selected Provider to furnish the child with SES for the school year referenced in the Preamble.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are incorporated into and made a part of this Agreement.
2. **PURPOSE AND STATEMENT OF WORK.** The Provider shall perform all terms, conditions and provisions contained in the scope of services description attached and incorporated into this Agreement as Exhibit A (the "Services"). The Provider shall perform the Services with a high degree of skill, care and diligence, in accordance with the highest professional standards. The Provider shall provide qualified and trained personnel and all materials and equipment necessary to undertake the Services and to fulfill the purposes of this Agreement.

[ADD IF USING DISTRICT FACILITIES: The Provider's use of District Facilities in connection with the Services shall be in accordance with the Facilities Use Agreement set forth on Exhibit C.]
3. **INDEPENDENT CONTRACTOR STATUS.** Provider and each of its employees are independent contractors. Provider is not an employee of the District, and no employee or agent of Provider is an employee of the District. The District assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on

behalf of, Provider, its employees, agents, subcontractors and others under this Agreement. Provider shall be responsible for all federal and state tax and Social Security liability that may result from the performance of, and compensation for, services by its employees or agents.

4. TERM. This Agreement shall become effective on the date first written above and shall, subject to any earlier termination as provided herein, terminate on [June 30, 2014] without further action of the parties.

5. **PAYMENT, EXPENSES AND BILLING.**

- a. Amount. The Provider shall charge the District **\$862.05** per hour per eligible student for all SES provided pursuant to this Agreement. Provided, however, that in no event will the amount paid per eligible student by the District exceed the per pupil expenditure amount for SES established pursuant to law. All invoices submitted to the District shall be based upon the foregoing amount multiplied by the number of children whose Parents have selected the Provider to furnish their child with SES. For a child completing only a portion of the Provider's program, the District shall only be invoiced an amount reflecting the percentage of the program completed.
- b. Billings: The Provider shall be paid the Per-Pupil Hourly Rate, based upon actual attendance by students at a session of the Provider's program as reported to ISBE and the District through ISBE's tracking system (STARS), and shall not be compensated the Per-Pupil Hourly Rate for students not attending a session. The Provider shall submit billings with such supporting documentation as the District may request within thirty (30) days of the rendering of services. District shall process payment to Provider in accordance with the Local Government Prompt Payment Act.

Billing shall be submitted to the contact person and address listed in this Agreement. If the District, in good faith, deems that the Provider has not met any of the requirements of this Agreement, it may withhold payment billed by the Provider until such insufficiency is corrected. The District shall not be obligated to pay for any Services not in compliance with this Agreement or ISBE administrative rules. In the event of early termination of this Agreement, the District shall only be obligated to pay amounts incurred up to the date of termination.

- c. Final Payment. No later than sixty days after the Provider's conclusion of SES within the District, the Provider must report to both ISBE and the District its cost of SES within the District during the term of this Agreement in accordance with the SES Administrative Rules. The final amount paid to the Provider shall be the lesser of (i) its actual cost of SES within the District, as established and reported in accordance with the SES Administrative Rules; or (ii) the hourly rate set forth in sub-paragraph 5. a. above, multiplied by the hours of student attendance in the provider's program. The District shall withhold twenty percent (20%) of the amount owed to the Provider for services during the 2012-2013 school year pending the reporting of the Provider's cost of SES within the District. Final payment by the District, or the repayment of any amounts overpaid to the Provider, shall occur by the later of: (i) thirty days from the Provider's submission of its cost report to ISBE and the District; or (ii) June 30, 2013.
- d. No Additional Compensation. The Provider shall not charge any other fees nor seek any payment and/or compensation of any kind whatsoever from students or Parents for the Services provided under this Agreement.

6. **CONFIDENTIAL INFORMATION**

- a. Acknowledgment of Confidentiality. Each Party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii)

information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

- b. Covenant Not to Disclose. With respect to the other Party's Confidential Information, and except as otherwise required by law, the recipient hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any third party without the other Party's prior written approval; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither Party nor any recipient may alter or remove from any software or associated documentation owned or provided by the other Party any proprietary, copyright, trademark or trade secret legend. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

- 7. Student Records. Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), and all other applicable federal and State laws regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by the District. To protect the confidentiality of student education records, the Provider will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. The District will obtain necessary consent prior to disclosure of confidential student records to the Provider. The Provider will likewise obtain necessary consent prior to disclosure of confidential student records to the District.

All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency and identity of any individual accessing student records that is not in the direct employ of Provider. Provider shall not disclose or forward to any person other than parent/guardian or District any student record or information contained therein, including, but not limited to records or information as to the student's identity, without the written consent of the parent and District. Upon termination of this Agreement, Provider shall turn over to District all student records of District's eligible students to whom Provider has provided services under this Agreement.

Provider, its employees, agents, subcontractors and others, shall maintain the confidentiality of all medical, psychological, and student records of all eligible students in compliance with applicable federal and State laws.

Provider may communicate to the general public, including through newspaper, electronic, and other media, the results of its work under this Agreement; provided, however, that any communication shall not identify any individual student to whom Provider, its employees, agents, subcontractors or others provided any service.

8. **DEFAULT AND TERMINATION**

- a. Provider Default. This Agreement may be terminated by District at any time. To terminate this Agreement, District shall give Provider twenty (20) calendar days' written notice prior to the date of the termination.
- b. Notification to the State Superintendent of Education; Termination of Services. If the Provider defaults in the performance of any of its obligations under this Agreement, the District shall provide written notification to the State Superintendent of Education. The State Superintendent of Education shall require information from both the Provider and the District to determine the validity of the declaration of the Provider Default. Following the receipt of such information, the State Superintendent of Education shall either (i) permit the District to proceed with the termination of this Agreement; (ii) institute a corrective action plan in accordance with the SES Administrative Rules, whereupon the Parties shall amend this Agreement to reflect the same; or (iii) invalidate the declaration of a Provider Default. Any damages incurred by District as a result of a Provider Default shall be

borne by the Provider at its sole cost and expense, shall not be payable as part of the contract amount set forth in Paragraph 3(a) and shall be reimbursed to District by the Provider upon demand.

- c. Termination of Services to a Particular Student. The District may, upon ten (10) days prior written notification to the Provider and the State Superintendent of Education, terminate the services a Provider is providing to a particular student if the Provider is unable to meet the student's specific achievement goals set forth in the student's ILP. Any such termination shall be separate and apart from the default and termination procedures set forth in Paragraphs 7.a. and 7.b.
- d. Immediate Cancellation. The District may cancel this Agreement immediately, without fault or penalty, if ISBE revokes its approval of the Provider, or if funds are no longer made available for this Agreement through action of either the State or Federal government.

9. **INDEMNIFICATION AND INSURANCE.**

- a. General Indemnification. To the fullest extent permitted by law, the Provider agrees to indemnify, defend and hold harmless District, its board, its individual board members, and its officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, reasonable defense costs and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the Provider, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Provider or its subcontractors to comply with any laws or regulations applicable to the performance of the Services; (iii) any act of infringement of any existing patent or copyright or any unauthorized use of any trade secret; or (iv) the breach of any representation or warranty provided by the Provider herein.
- b. Insurance Requirements. The Provider shall maintain insurance policies in the amounts required by the application under which it has approval from ISBE to offer SES services. Such policies shall include, without limitation, the following minimum coverages:
 - i. A broad form Commercial General Liability Insurance policy written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$1,000,000 for Completed Operations and Products Liability.
 - ii. A Comprehensive Automobile Insurance Policy providing coverage for all owned, hired, rent, leased and non-owned automobiles, written with combined single limit of liability of not less than \$500,000 for each occurrence of bodily injury and/or property damage.
 - iii. A Workers' Compensation Insurance Policy in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than
 - 1. \$500,000 for bodily injury by accident, each accident
 - 2. \$500,000 for bodily injury by disease, each employee
 - 3. \$500,000 aggregate liability for disease

The policies specified above shall be placed with insurance coverages reasonably acceptable to ISBE and the District, and shall incorporate a provision requiring the giving of notice to ISBE and the District at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies. Unless otherwise

agreed to in writing by ISBE and the District, the Provider will cause all of its subcontractors to purchase and maintain insurance coverages identical to those required of the Provider hereunder.

Upon execution of this Agreement and upon request of District, the Provider shall provide copies of certificates of insurance evidencing the coverage described in this Paragraph. Upon request, Provider shall furnish the District with complete copies of the requested insurance policies.

10. **SUBCONTRACTOR DISCLOSURE.** As of the effective date of this Agreement, the following subcontractors are expected to perform work pursuant to this Agreement and to be paid with funds provided hereunder:

Name	Address	Anticipated Amount
N/A		

If during the term of this Agreement, the Provider wants to retain subcontractors to be paid with funds provided by this Agreement not listed above, the Provider must first obtain District's prior written approval. Provider agrees to abide by the restrictions in 23 Ill. Adm. Code 675.30 regarding the employment of district or district-related personnel.

11. **RECORD-KEEPING.** The Provider and its subcontractors shall maintain books and records relating to performance of the Agreement or subcontract and necessary to support amounts charged to the District under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Provider for a period of five (5) years from the later of the date of final payment under the Agreement or completion of the services, and by the subcontractor for a period of five (5) years from the later of the date of the final payment under the subcontract or completion of the subcontract. The five- (5) year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this Paragraph shall be available for review or audit by representatives of the District upon reasonable notice and during normal business hours. The Provider and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Paragraph shall establish a presumption in favor of the District for the recovery of any funds paid by the District under the Agreement for which adequate books and records are not available to support the purported disbursement. The Provider shall not impose a charge for audit or examination of the Provider's book and records.
12. **COOPERATION.** Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide a quality SES program for students within the District. The Provider shall cooperate with District representatives visiting and observing tutoring sessions, interviewing students and Parents and taking such other actions deemed necessary by the District to administer and evaluate the Services and the District's overall SES program. The District shall cooperate with the Provider in supplying needed student information as quickly as possible after securing written parental permission to disclose.

13. **GENERAL PROVISIONS.**

- a. Notices. All notices, billings or other correspondence required to be given to either Party pursuant to this Agreement shall be sent by facsimile or delivered or mailed to the following addresses:

DISTRICT

Attention:
Mr. Pete Martino
Assistant Principal for Administrative Services
Community High School District 94
326 Joliet Street

PROVIDER

Attention:	<u>Devina Singh</u>
Name:	<u>Achieve HighPoints</u>
Title:	<u>SES Administrator</u>
Company/Organization:	<u>Achieve HighPoints</u>
Street Address:	4375 River Green Pkwy., Ste. 200, Duluth, GA 30096
Facsimile:	<u>770-232-9463</u>

- b. Program Managers. Each Party hereby designates the following Program Managers who will oversee the implementation of the Services within the District:

For the Provider: Devina Singh, SES Administrator

For the District: Maura Bridges, Director of Student Services and
Peter Martino, Assistant Principal

Each Party may from time to time change the designation of the Program Manager by notice given to the other Party in accordance with Paragraph 13.a.

- c. Amendment. This Agreement may only be amended in writing signed by both Parties.
- d. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party.

The District and Provider agree that they have had a chance to review the Agreement and its exhibits, understand them, and have had the opportunity to consult with independent counsel about them.

- e. Construction/Order of Documents. The Parties agree that in determining their rights and obligations to each other, the express terms and conditions set forth in the main body of this Agreement shall be controlling over any term and condition contained in the Exhibits attached hereto, and that any ambiguity shall be resolved by first applying the terms and conditions set forth in the main body of this Agreement.
- f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- g. Compliance With Laws. The Provider shall comply, and shall cause its subcontractors to comply, with all existing and future laws, regulations, rules, ordinances, orders and decrees (collectively, "Laws") which are applicable to the Provider's services. The Provider shall secure, pay for and maintain all registrations, licenses, certifications, permits or approvals which relate to the provision of its Services. If the Provider should discover any discrepancy or inconsistency between the requirements of any Laws and the scope or nature of the services, or the amount charged to the District by the Provider therefore, the Provider shall immediately notify District in writing of such discrepancy or inconsistency and shall conform its Services to any subsequent orders or instructions of District.
- h. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

- i. Time is of the Essence. Time is of the essence of this Agreement.
- j. Ownership of Records. All records, reports, documents or other material delivered to or transmitted to the District pursuant to this Agreement shall remain the property of the District.
- k. Cumulative Rights. Except as otherwise provided in this Agreement, rights and remedies available to the District and/or the Provider as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to District and/or the Provider in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.
- l. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.
- m. No Waiver. No course of dealing or failure of the District and/or the Provider to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- n. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.
- o. Certifications and Assurances: The Provider represents and warrants that all of the certifications and assurances set forth on Exhibit B attached hereto are and shall remain true and correct.
- p. Exhibits: The following Exhibits are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B - PROVIDER CERTIFICATIONS AND ASSURANCES

EXHIBIT C - CONDITIONS RELATED TO USAGE OF DISTRICT FACILITIES/ACCESS TO PROVIDER FACILITIES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Community High School District 94

District Name

Achieve HighPoints

Provider Name

District Authorized Signature



Provider Authorized Signature

Its: _____

Its: SES Administrator

Date: _____

Date: 10-2-2013

EXHIBIT A

SCOPE OF SERVICES

1. General Requirements

The Provider shall cause SES to be delivered to eligible students enrolled in the Provider's program in accordance with this Agreement, the Provider's application as approved by ISBE and as may be amended from time to time, the SES Administrative Rules (23 Ill. Adm. Code 675) and all other applicable Laws, and the student's Individual Learning Plan ("ILP"). The Provider acknowledges that in accordance with the SES Administrative Rules, the Provider's program must be offered in accordance with the elements in the Provider's approved application. Specifically, the program must:

- for each eligible student whose parent elects to receive SES from Provider, Provider and District shall develop a Statement of Goals pursuant to 34 C.F.R. 200.46(b)(2)(i) and (b)(3), in consultation with the student's parent(s) or guardian(s) including a timetable for improving achievement. Provider shall make no changes to, or terminate, any student's Statement of Goals without the written consent of District and the student's parent.
- include an appropriate, nationally recognized diagnostic assessment for use in identifying students' weaknesses and achievement gaps upon which to build an individual student plan and learning goals;
- use targeted remediation/instruction that is aimed at addressing the individual skill gaps revealed during the assessment and that is based upon an individual learning plan;
- include a post assessment linked to the diagnostic assessment to determine whether student gains occurred and to further develop a plan for either re-teaching skills or identifying new skills for instruction;
- align with the Illinois Learning Standards set forth at 23 Ill. Adm. Code 1, Appendix D, in the subject areas being presented by the Provider;
- be consistent with the academic program a student experiences in the regular school day; and
- use instructional practices that are high-quality, research-based, and specifically designed to increase students' academic achievement.

The Provider will provide Services that are aligned to the student's ILP, and in a manner that allows the timetable written in the ILP to be met.

2. Assignment of Students

The District will provide Parents of eligible students with a listing of supplemental educational service providers seeking to provide services within the District. Parents will be required to complete an enrollment form and then return it to the District in a process prescribed and made known by the District. The District will assign eligible students to the Provider in accordance with selections made by Parents and will supply to the Provider as soon as is practicable such student information as is needed by the Provider to execute this contract. The Provider will adhere to District procedures regarding the selection of students if sufficient funds are not available for all students seeking supplemental educational services. The list of assigned students is subject to change from time to time based upon subsequent Parental requests and student transfers. The Provider may not impose additional criteria on the admission or assignment of otherwise eligible students to its program; provided, however, that admission or assignment is subject to the limitations in the Provider's ISBE-approved

application, limitations on capacity or inability to serve limited English proficiency students or students with disabilities.

3. Meetings

Upon receipt of the assigned student list, the Provider must schedule an orientation conference with one of the assistant principals of each assigned student's home school. During such conference, the Provider and assistant principal will develop an outreach plan to contact Parents. If the Provider is using District facilities, the assistant principal will also explain all policies, procedures and guidelines related to the delivery of services on school property. The assistant principal will also identify the school's designated SES coordinator.

Prior to the commencement of a student's SES, the Provider will meet with the student's Parent(s) and District personnel to develop statements of specific achievement goals for the student to be set forth in the student's ILP. The District will retain the original signed ILP, and the Provider and Parents will receive copies. The District may withhold payments to the Provider for services to any student for whom an ILP has not been created or the original of that ILP has not been delivered to the District. The Provider will meet with Parents at the end of the Provider's program to discuss the student's progress over the course of the year, and to obtain the Parent's assessment of the Provider's program through the Parent survey.

During the term of this Agreement, the Provider will meet with representatives of the District to discuss the Provider's overall program or an individual student's progress at such times and at such frequency as the District may reasonably request.

4. Notifications

The Provider shall immediately notify the District's Program Manager in writing of any assigned student who fails to attend three consecutive sessions. The Provider shall immediately drop any student (and so record this fact in STARS) who fails to attend five consecutive sessions or who has missed and failed to make up twelve sessions in total. The Provider shall provide advance notice to the District Program manager any time its tutor will be unable, for any reason, to conduct a scheduled tutoring session. Any tutoring sessions that are cancelled due to tutor no-shows must be rescheduled as soon as possible on a date mutually agreed upon by the District Program Manager and the Provider.

The Provider shall immediately report to the District any injuries sustained by students during the course of the Services.

The Provider shall promptly notify the District of any grievances or complaints received from Parents or District personnel. The Provider shall report the resolution of such grievances or complaints as well.

5. Reporting

The Provider must report attendance through STARS for all students participating in the Provider's program, recording their participation in, or absence from, tutoring sessions.

The Provider must submit progress reports to Parents and schools regularly. "Regularly" is defined as at least quarterly. The Parent's copy of the report must be mailed to the parents within one week after the last day of each academic quarter during which the provider is working with the student. The school's copy can be mailed or hand-delivered to Kimberly Chambers, Assistant Superintendent of Administrative Services, Community High School District 94, 326 Joliet Street, West Chicago, IL 60185 within one week after the last day of each academic quarter during which the provider is working with the student. (In the event the required delivery date falls on a weekend or holiday, the prior work day will serve as the report day.) If Parents or teachers desire more frequent reporting for a particular student, this additional reporting will be set forth in a student's ILP. The final

progress report must describe the student's performance on the post-assessment administered by the Provider, and include an assessment of whether the Provider met the objectives for the student set out in the ILP. An objective will not be considered "met" until at least an 80% mastery rate is demonstrated by the student.

In addition, within 45 days after Provider's conclusion of SES for the school year, the Provider shall submit a report to ISBE and the District that includes:

- a. information on the students served;
- b. details of any complaints received from teachers or Parents;
- c. the percentage of students meeting the academic goals set out in their Individual Learning Plans;
- d. based upon a survey form prescribed by ISBE of all Parents of children in the program, a report on the percentage of Parents who:
 - 1. agree with the Provider's assessment of their respective students' achievement of the academic goals;
and
 - 2. are satisfied with the services provided to their children;
- e. If the Provider has a rating lower than 80% under either criteria set forth in d, a description of specific actions the Provider will take over the next school year to better inform Parents regarding students' progress and/or increase parental satisfaction with the Services;
- f. updates and revisions to any information set forth in the Provider's approved application (including the submission of all information required by SES Administrative Rules not previously reported by the Provider); and
- g. an assurance that all other information set forth on the Provider's approved application, as may be updated from time to time, remains true and correct.

This report can be mailed or hand-delivered as set forth in this paragraph 5.

EXHIBIT B

PROVIDER CERTIFICATIONS AND ASSURANCES

The Provider hereby represents and warrants to the District that the following certifications and assurances are and shall remain true and correct:

- i. All individuals providing Services to children meet, at a minimum, the requirements for paraprofessionals under the No Child Left Behind Act of 2001;
- ii. The Provider is duly organized, validly existing and in good standing under the laws of the state of its incorporation, and duly qualified to conduct business in Illinois;
- iii. In the case of students with disabilities, the Provider's program will support the implementation of the student's Individualized Education Program under Section 614(d) of the Individuals with Disabilities Education Act and provide services consistent with section 504 of the Rehabilitation Act of 1973.
- iv. All instruction and content shall be secular, neutral and nonideological.
- v. All Services will be provided outside of the regular school day.
- vi. The Provider will respect the confidentiality of student records and share this information only with parents and appropriate school personnel. The Provider will not disclose to the public the identity of any student who is eligible for, or receiving, SES without the prior written permission of the Parents.
- vii. In accordance with 105 ILCS 5/10-21.9, all individuals providing Services to children will have successfully completed criminal background checks, and evidence will be provided to the District of the same. For tutors who are not resident in the United States, these criminal background checks will also include a check conducted in each tutor's country of residence that is comparable in scope to the federal and state check required in 105 ILCS 5/10-21.9.
- viii. In accordance with 105 ILCS 5/24-5, individuals providing Services to children will be in good health and free of communicable disease, and evidence will be provided to the District of the same.
- ix. The Provider will not discriminate on the basis of race, national origin, sex, sexual orientation or disability in accepting students, providing students with Services, and the employment of individuals for SES activities. Provided, however, that the Provider may decline to begin services to students with disabilities if the Provider determines that one or more of the disabling conditions are beyond the capabilities of the Provider, and the Provider shall not accept ELL or disabled students unless approved to do so by ISBE. Having once accepted a disabled student into its program, a Provider may not decline to continue offering services to that student as it does to all other students.
- x. The program information submitted herein, as well as the information contained in the Provider's ISBE-approved application, shall be consistent with the Services offered pursuant to this Agreement.
- xi. The Provider shall comply with all requirements set forth in 23 Ill. Adm. Code 675 including, but not limited to, the SES Provider Code of Ethics set forth in 23 Ill. Adm. Code 675.30.
- xii. The Provider has full legal right and authority to use any and all equipment, software, data, materials, products, trade secrets and intellectual property used in connection with the Services.
- xiii. If the Provider offers its services through a provider-supplied computer and/or Internet connection, the computer and/or Internet connection must be so devised as to be useable only for SES purposes during the provision of services.

EXHIBIT C

CONDITIONS RELATED TO USAGE OF DISTRICT FACILITIES/ACCESS TO PROVIDER FACILITIES

Facilities & Equipment Usage. Provider, its employees or agents performing Services, shall be permitted to enter upon and utilize District facilities in connection with the performance of its Services hereunder, subject to the terms and conditions contained herein and those rules established by the District and the school. Provider shall provide advance notice to the school assistant principal and the District's Program Manager of any such intended use of school property to furnish Services hereunder. In those instances where Provider is authorized to utilize a District facility and related equipment to provide Services, Provider shall establish a usage schedule with the assistant principal.

Conditions of Use. Provider accepts the school premises and equipment in an as-is condition and Provider is solely responsible for determining that such premises and equipment are suitable for its program use. Consent to enter upon and use District property given by the assistant principal and the District's Program Manager shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the District. The assistant principal shall have the authority to the maximum extent possible to direct and condition Provider's use of a school in performing the Services set forth herein. Provider shall not conduct any other business on District property other than the Services and other matters associated with this Agreement. Provider shall use, and shall cause each of its employees and agents to use, the highest degree of care when entering upon and utilizing any property owned by the District in connection with the Services. Provider shall be responsible for the costs associated with the repair and restoration of any school property that is damaged as a result of Provider's usage, reasonable wear and tear excepted. Provider shall comply and shall cause each of its employees and agents, to comply with any and all instructions, requirements and licenses for the use of such property. Any and all third party claims, suits or judgments, costs or expenses, including attorneys, reasonable fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the insurance and indemnification provisions contained in the Agreement.

Access to Provider Facilities. Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by District. The Provider may be invited to participate in any review of each student's progress by District. District representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress.

**CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES
FOR THE 2012-2013 SCHOOL YEAR**

By and Between

Community High School District 94

And

GradeCracker LLC

THIS CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES FOR THE 2013 - 2014 SCHOOL YEAR (this "Agreement") is entered into this **30th** day of **September**, 2013, by and between the Board of Education of Community High School District 94 (the "District"), a body politic and corporate created pursuant to the laws of the State of Illinois, and **GradeCracker LLC** (the "Provider"), a **corporation** created pursuant to the laws of the State of Illinois. The Provider and the District are collectively referred to as the "Parties," and each, a "Party."

W I T N E S S E T H:

WHEREAS, Community High School ("CHS") has not made adequate yearly progress for at least four consecutive years in accordance with Title I of the Elementary and Secondary Education Act, as reauthorized by the No Child Left Behind Act of 2001 ("NCLB");

WHEREAS, under NCLB, students from low-income families attending CHS ("eligible students") are eligible to receive additional academic instruction designed to increase academic achievement outside of the regular school day, which may include academic assistance such as tutoring, remediation and other educational interventions ("supplemental educational services" or "SES");

WHEREAS, the Provider has been approved by the Illinois State Board of Education ("ISBE") to provide SES within the State of Illinois in accordance with ISBE's application process and administrative rules established pursuant to NCLB; and

WHEREAS, at least one parent or guardian of an eligible student ("Parent") has selected Provider to furnish the child with SES for the school year referenced in the Preamble.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are incorporated into and made a part of this Agreement.
2. **PURPOSE AND STATEMENT OF WORK.** The Provider shall perform all terms, conditions and provisions contained in the scope of services description attached and incorporated into this Agreement as Exhibit A (the "Services"). The Provider shall perform the Services with a high degree of skill, care and diligence, in accordance with the highest professional standards. The Provider shall provide qualified and trained personnel and all materials and equipment necessary to undertake the Services and to fulfill the purposes of this Agreement.

[ADD IF USING DISTRICT FACILITIES: The Provider's use of District Facilities in connection with the Services shall be in accordance with the Facilities Use Agreement set forth on Exhibit C.]

3. **INDEPENDENT CONTRACTOR STATUS.** Provider and each of its employees are independent contractors. Provider is not an employee of the District, and no employee or agent of Provider is an employee of the District. The District assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of, Provider, its employees, agents, subcontractors and others under this Agreement. Provider shall be

responsible for all federal and state tax and Social Security liability that may result from the performance of, and compensation for, services by its employees or agents.

4. **TERM.** This Agreement shall become effective on the date first written above and shall, subject to any earlier termination as provided herein, terminate on [June 30, 2014] without further action of the parties.

5. **PAYMENT, EXPENSES AND BILLING.**

- a. **Amount.** The Provider shall charge the District \$862.05 per hour per eligible student for all SES provided pursuant to this Agreement. Provided, however, that in no event will the amount paid per eligible student by the District exceed the per pupil expenditure amount for SES established pursuant to law. All invoices submitted to the District shall be based upon the foregoing amount multiplied by the number of children whose Parents have selected the Provider to furnish their child with SES. For a child completing only a portion of the Provider's program, the District shall only be invoiced an amount reflecting the percentage of the program completed.
- b. **Billings:** The Provider shall be paid the Per-Pupil Hourly Rate, based upon actual attendance by students at a session of the Provider's program as reported to ISBE and the District through ISBE's tracking system (STARS), and shall not be compensated the Per-Pupil Hourly Rate for students not attending a session. The Provider shall submit billings with such supporting documentation as the District may request within thirty (30) days of the rendering of services. District shall process payment to Provider in accordance with the Local Government Prompt Payment Act.

Billing shall be submitted to the contact person and address listed in this Agreement. If the District, in good faith, deems that the Provider has not met any of the requirements of this Agreement, it may withhold payment billed by the Provider until such insufficiency is corrected. The District shall not be obligated to pay for any Services not in compliance with this Agreement or ISBE administrative rules. In the event of early termination of this Agreement, the District shall only be obligated to pay amounts incurred up to the date of termination.

- c. **Final Payment.** No later than sixty days after the Provider's conclusion of SES within the District, the Provider must report to both ISBE and the District its cost of SES within the District during the term of this Agreement in accordance with the SES Administrative Rules. The final amount paid to the Provider shall be the lesser of (i) its actual cost of SES within the District, as established and reported in accordance with the SES Administrative Rules; or (ii) the hourly rate set forth in sub-paragraph 5. a. above, multiplied by the hours of student attendance in the provider's program. The District shall withhold twenty percent (20%) of the amount owed to the Provider for services during the 2012-2013 school year pending the reporting of the Provider's cost of SES within the District. Final payment by the District, or the repayment of any amounts overpaid to the Provider, shall occur by the later of: (i) thirty days from the Provider's submission of its cost report to ISBE and the District; or (ii) June 30, 2013.
- d. **No Additional Compensation.** The Provider shall not charge any other fees nor seek any payment and/or compensation of any kind whatsoever from students or Parents for the Services provided under this Agreement.

6. **CONFIDENTIAL INFORMATION**

- a. **Acknowledgment of Confidentiality.** Each Party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

- b. Covenant Not to Disclose. With respect to the other Party's Confidential Information, and except as otherwise required by law, the recipient hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any third party without the other Party's prior written approval; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither Party nor any recipient may alter or remove from any software or associated documentation owned or provided by the other Party any proprietary, copyright, trademark or trade secret legend. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.
7. Student Records. Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), and all other applicable federal and State laws regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by the District. To protect the confidentiality of student education records, the Provider will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. The District will obtain necessary consent prior to disclosure of confidential student records to the Provider. The Provider will likewise obtain necessary consent prior to disclosure of confidential student records to the District.

All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency and identity of any individual accessing student records that is not in the direct employ of Provider. Provider shall not disclose or forward to any person other than parent/guardian or District any student record or information contained therein, including, but not limited to records or information as to the student's identity, without the written consent of the parent and District. Upon termination of this Agreement, Provider shall turn over to District all student records of District's eligible students to whom Provider has provided services under this Agreement.

Provider, its employees, agents, subcontractors and others, shall maintain the confidentiality of all medical, psychological, and student records of all eligible students in compliance with applicable federal and State laws.

Provider may communicate to the general public, including through newspaper, electronic, and other media, the results of its work under this Agreement; provided, however, than any communication shall not identify any individual student to whom Provider, its employees, agents, subcontractors or others provided any service.

8. **DEFAULT AND TERMINATION**

- a. Provider Default. This Agreement may be terminated by District at any time. To terminate this Agreement, District shall give Provider twenty (20) calendar days' written notice prior to the date of the termination.
- b. Notification to the State Superintendent of Education; Termination of Services. If the Provider defaults in the performance of any of its obligations under this Agreement, the District shall provide written notification to the State Superintendent of Education. The State Superintendent of Education shall require information from both the Provider and the District to determine the validity of the declaration of the Provider Default. Following the receipt of such information, the State Superintendent of Education shall either (i) permit the District to proceed with the termination of this Agreement; (ii) institute a corrective action plan in accordance with the SES Administrative Rules, whereupon the Parties shall amend this Agreement to reflect the same; or (iii) invalidate the declaration of a Provider Default. Any damages incurred by District as a result of a Provider Default shall be borne by the Provider at its sole cost and expense, shall not be payable as part of the contract amount set forth in Paragraph 3(a) and shall be reimbursed to District by the Provider upon demand.

- c. Termination of Services to a Particular Student. The District may, upon ten (10) days prior written notification to the Provider and the State Superintendent of Education, terminate the services a Provider is providing to a particular student if the Provider is unable to meet the student's specific achievement goals set forth in the student's ILP. Any such termination shall be separate and apart from the default and termination procedures set forth in Paragraphs 7.a. and 7.b.
- d. Immediate Cancellation. The District may cancel this Agreement immediately, without fault or penalty, if ISBE revokes its approval of the Provider, or if funds are no longer made available for this Agreement through action of either the State or Federal government.

9. **INDEMNIFICATION AND INSURANCE.**

- a. General Indemnification. To the fullest extent permitted by law, the Provider agrees to indemnify, defend and hold harmless District, its board, its individual board members, and its officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, reasonable defense costs and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the Provider, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Provider or its subcontractors to comply with any laws or regulations applicable to the performance of the Services; (iii) any act of infringement of any existing patent or copyright or any unauthorized use of any trade secret; or (iv) the breach of any representation or warranty provided by the Provider herein.
- b. Insurance Requirements. The Provider shall maintain insurance policies in the amounts required by the application under which it has approval from ISBE to offer SES services. Such policies shall include, without limitation, the following minimum coverages:
 - i. A broad form Commercial General Liability Insurance policy written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$1,000,000 for Completed Operations and Products Liability.
 - ii. A Comprehensive Automobile Insurance Policy providing coverage for all owned, hired, rent, leased and non-owned automobiles, written with combined single limit of liability of not less than \$500,000 for each occurrence of bodily injury and/or property damage.
 - iii. A Workers' Compensation Insurance Policy in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than
 - 1. \$500,000 for bodily injury by accident, each accident
 - 2. \$500,000 for bodily injury by disease, each employee
 - 3. \$500,000 aggregate liability for disease

The policies specified above shall be placed with insurance coverages reasonably acceptable to ISBE and the District, and shall incorporate a provision requiring the giving of notice to ISBE and the District at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies. Unless otherwise agreed to in writing by ISBE and the District, the Provider will cause all of its subcontractors to purchase and maintain insurance coverages identical to those required of the Provider hereunder.

Upon execution of this Agreement and upon request of District, the Provider shall provide copies of certificates of insurance evidencing the coverage described in this Paragraph. Upon request, Provider shall furnish the District with complete copies of the requested insurance policies.

10. **SUBCONTRACTOR DISCLOSURE.** As of the effective date of this Agreement, the following subcontractors are expected to perform work pursuant to this Agreement and to be paid with funds provided hereunder:

Name	Address	Anticipated Amount

If during the term of this Agreement, the Provider wants to retain subcontractors to be paid with funds provided by this Agreement not listed above, the Provider must first obtain District's prior written approval. Provider agrees to abide by the restrictions in 23 Ill. Adm. Code 675.30 regarding the employment of district or district-related personnel.

11. **RECORD-KEEPING.** The Provider and its subcontractors shall maintain books and records relating to performance of the Agreement or subcontract and necessary to support amounts charged to the District under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Provider for a period of five (5) years from the later of the date of final payment under the Agreement or completion of the services, and by the subcontractor for a period of five (5) years from the later of the date of the final payment under the subcontract or completion of the subcontract. The five- (5) year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this Paragraph shall be available for review or audit by representatives of the District upon reasonable notice and during normal business hours. The Provider and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Paragraph shall establish a presumption in favor of the District for the recovery of any funds paid by the District under the Agreement for which adequate books and records are not available to support the purported disbursement. The Provider shall not impose a charge for audit or examination of the Provider's book and records.
12. **COOPERATION.** Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide a quality SES program for students within the District. The Provider shall cooperate with District representatives visiting and observing tutoring sessions, interviewing students and Parents and taking such other actions deemed necessary by the District to administer and evaluate the Services and the District's overall SES program. The District shall cooperate with the Provider in supplying needed student information as quickly as possible after securing written parental permission to disclose.
13. **GENERAL PROVISIONS.**
- a. Notices. All notices, billings or other correspondence required to be given to either Party pursuant to this Agreement shall be sent by facsimile or delivered or mailed to the following addresses:

DISTRICT

Attention:
Mr. Pete Martino
Assistant Principal for Administrative Services
Community High School District 94
326 Joliet Street
West Chicago, IL 60185
Facsimile: 630-876-6217

PROVIDER

Attention:	
Name:	Jack Wilson
Title:	Manager
Company/Organization:	GradeCracker LLC
Street Address:	2885 Sanford Ave SW #20508, Grandville MI 49418
Facsimile:	425-696-0254

- b. Program Managers. Each Party hereby designates the following Program Managers who will oversee the implementation of the Services within the District:

For the Provider: Jack Wilson, Manager

For the District: Maura Bridges, Director of Student Services and
Peter Martino, Assistant Principal

Each Party may from time to time change the designation of the Program Manager by notice given to the other Party in accordance with Paragraph 13.a.

- c. Amendment. This Agreement may only be amended in writing signed by both Parties.
- d. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party.

The District and Provider agree that they have had a chance to review the Agreement and its exhibits, understand them, and have had the opportunity to consult with independent counsel about them.

- e. Construction/Order of Documents. The Parties agree that in determining their rights and obligations to each other, the express terms and conditions set forth in the main body of this Agreement shall be controlling over any term and condition contained in the Exhibits attached hereto, and that any ambiguity shall be resolved by first applying the terms and conditions set forth in the main body of this Agreement.
- f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- g. Compliance With Laws. The Provider shall comply, and shall cause its subcontractors to comply, with all existing and future laws, regulations, rules, ordinances, orders and decrees (collectively, "Laws") which are applicable to the Provider's services. The Provider shall secure, pay for and maintain all registrations, licenses, certifications, permits or approvals which relate to the provision of its Services. If the Provider should discover any discrepancy or inconsistency between the requirements of any Laws and the scope or nature of the services, or the amount charged to the District by the Provider therefore, the Provider shall immediately notify District in writing of such discrepancy or inconsistency and shall conform its Services to any subsequent orders or instructions of District.
- h. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
- i. Time is of the Essence. Time is of the essence of this Agreement.
- j. Ownership of Records. All records, reports, documents or other material delivered to or transmitted to the District pursuant to this Agreement shall remain the property of the District.

- k. Cumulative Rights. Except as otherwise provided in this Agreement, rights and remedies available to the District and/or the Provider as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to District and/or the Provider in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.
- l. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.
- m. No Waiver. No course of dealing or failure of the District and/or the Provider to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- n. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.
- o. Certifications and Assurances: The Provider represents and warrants that all of the certifications and assurances set forth on Exhibit B attached hereto are and shall remain true and correct.
- p. Exhibits: The following Exhibits are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B - PROVIDER CERTIFICATIONS AND ASSURANCES

EXHIBIT C - CONDITIONS RELATED TO USAGE OF DISTRICT FACILITIES/ACCESS TO PROVIDER FACILITIES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Community High School District 94

District Name

GradeCracker LLC

Provider Name

District Authorized Signature

Provider Authorized Signature

Its: _____

Its: Manager

Date: _____

Date: October 05, 2013

EXHIBIT A

SCOPE OF SERVICES

1. General Requirements

The Provider shall cause SES to be delivered to eligible students enrolled in the Provider's program in accordance with this Agreement, the Provider's application as approved by ISBE and as may be amended from time to time, the SES Administrative Rules (23 Ill. Adm. Code 675) and all other applicable Laws, and the student's Individual Learning Plan ("ILP"). The Provider acknowledges that in accordance with the SES Administrative Rules, the Provider's program must be offered in accordance with the elements in the Provider's approved application. Specifically, the program must:

- for each eligible student whose parent elects to receive SES from Provider, Provider and District shall develop a Statement of Goals pursuant to 34 C.F.R. 200.46(b)(2)(i) and (b)(3), in consultation with the student's parent(s) or guardian(s) including a timetable for improving achievement. Provider shall make no changes to, or terminate, any student's Statement of Goals without the written consent of District and the student's parent.
- include an appropriate, nationally recognized diagnostic assessment for use in identifying students' weaknesses and achievement gaps upon which to build an individual student plan and learning goals;
- use targeted remediation/instruction that is aimed at addressing the individual skill gaps revealed during the assessment and that is based upon an individual learning plan;
- include a post assessment linked to the diagnostic assessment to determine whether student gains occurred and to further develop a plan for either re-teaching skills or identifying new skills for instruction;
- align with the Illinois Learning Standards set forth at 23 Ill. Adm. Code 1, Appendix D, in the subject areas being presented by the Provider;
- be consistent with the academic program a student experiences in the regular school day; and
- use instructional practices that are high-quality, research-based, and specifically designed to increase students' academic achievement.

The Provider will provide Services that are aligned to the student's ILP, and in a manner that allows the timetable written in the ILP to be met.

2. Assignment of Students

The District will provide Parents of eligible students with a listing of supplemental educational service providers seeking to provide services within the District. Parents will be required to complete an enrollment form and then return it to the District in a process prescribed and made known by the District. The District will assign eligible students to the Provider in accordance with selections made by Parents and will supply to the Provider as soon as is practicable such student information as is needed by the Provider to execute this contract. The Provider will adhere to District procedures regarding the selection of students if sufficient funds are not available for all students seeking supplemental educational services. The list of assigned students is subject to change from time to time based upon subsequent Parental requests and student transfers. The Provider may not impose additional criteria on the admission or assignment of otherwise eligible students to its program; provided, however, that admission or assignment is subject to the limitations in the Provider's ISBE-approved application, limitations on capacity or inability to serve limited English proficiency students or students with disabilities.

3. Meetings

Upon receipt of the assigned student list, the Provider must schedule an orientation conference with one of the assistant principals of each assigned student's home school. During such conference, the Provider and assistant principal will develop an outreach plan to contact Parents. If the Provider is using District facilities, the assistant principal will also explain all policies, procedures and guidelines related to the delivery of services on school property. The assistant principal will also identify the school's designated SES coordinator.

Prior to the commencement of a student's SES, the Provider will meet with the student's Parent(s) and District personnel to develop statements of specific achievement goals for the student to be set forth in the student's ILP. The District will retain the original signed ILP, and the Provider and Parents will receive copies. The District may withhold payments to the Provider for services to any student for whom an ILP has not been created or the original of that ILP has not been delivered to the District. The Provider will meet with Parents at the end of the Provider's program to discuss the student's progress over the course of the year, and to obtain the Parent's assessment of the Provider's program through the Parent survey.

During the term of this Agreement, the Provider will meet with representatives of the District to discuss the Provider's overall program or an individual student's progress at such times and at such frequency as the District may reasonably request.

4. Notifications

The Provider shall immediately notify the District's Program Manager in writing of any assigned student who fails to attend three consecutive sessions. The Provider shall immediately drop any student (and so record this fact in STARS) who fails to attend five consecutive sessions or who has missed and failed to make up twelve sessions in total. The Provider shall provide advance notice to the District Program manager any time its tutor will be unable, for any reason, to conduct a scheduled tutoring session. Any tutoring sessions that are cancelled due to tutor no-shows must be rescheduled as soon as possible on a date mutually agreed upon by the District Program Manager and the Provider.

The Provider shall immediately report to the District any injuries sustained by students during the course of the Services.

The Provider shall promptly notify the District of any grievances or complaints received from Parents or District personnel. The Provider shall report the resolution of such grievances or complaints as well.

5. Reporting

The Provider must report attendance through STARS for all students participating in the Provider's program, recording their participation in, or absence from, tutoring sessions.

The Provider must submit progress reports to Parents and schools regularly. "Regularly" is defined as at least quarterly. The Parent's copy of the report must be mailed to the parents within one week after the last day of each academic quarter during which the provider is working with the student. The school's copy can be mailed or hand-delivered to Kimberly Chambers, Assistant Superintendent of Administrative Services, Community High School District 94, 326 Joliet Street, West Chicago, IL 60185 within one week after the last day of each academic quarter during which the provider is working with the student. (In the event the required delivery date falls on a weekend or holiday, the prior work day will serve as the report day.) If Parents or teachers desire more frequent reporting for a particular student, this additional reporting will be set forth in a student's ILP. The final progress report must describe the student's performance on the post-assessment administered by the Provider, and include an assessment of whether the Provider met the objectives for the student set out in the ILP. An objective will not be considered "met" until at least an 80% mastery rate is demonstrated by the student.

In addition, within 45 days after Provider's conclusion of SES for the school year, the Provider shall submit a report to ISBE and the District that includes:

- a. information on the students served;
- b. details of any complaints received from teachers or Parents;
- c. the percentage of students meeting the academic goals set out in their Individual Learning Plans;
- d. based upon a survey form prescribed by ISBE of all Parents of children in the program, a report on the percentage of Parents who:
 - 1. agree with the Provider's assessment of their respective students' achievement of the academic goals;

and

 - 2. are satisfied with the services provided to their children;
- e. If the Provider has a rating lower than 80% under either criteria set forth in d, a description of specific actions the Provider will take over the next school year to better inform Parents regarding students' progress and/or increase parental satisfaction with the Services;
- f. updates and revisions to any information set forth in the Provider's approved application (including the submission of all information required by SES Administrative Rules not previously reported by the Provider); and
- g. an assurance that all other information set forth on the Provider's approved application, as may be updated from time to time, remains true and correct.

This report can be mailed or hand-delivered as set forth in this paragraph 5.

EXHIBIT B

PROVIDER CERTIFICATIONS AND ASSURANCES

The Provider hereby represents and warrants to the District that the following certifications and assurances are and shall remain true and correct:

- i. All individuals providing Services to children meet, at a minimum, the requirements for paraprofessionals under the No Child Left Behind Act of 2001;
- ii. The Provider is duly organized, validly existing and in good standing under the laws of the state of its incorporation, and duly qualified to conduct business in Illinois;
- iii. In the case of students with disabilities, the Provider's program will support the implementation of the student's Individualized Education Program under Section 614(d) of the Individuals with Disabilities Education Act and provide services consistent with section 504 of the Rehabilitation Act of 1973.
- iv. All instruction and content shall be secular, neutral and nonideological.
- v. All Services will be provided outside of the regular school day.
- vi. The Provider will respect the confidentiality of student records and share this information only with parents and appropriate school personnel. The Provider will not disclose to the public the identity of any student who is eligible for, or receiving, SES without the prior written permission of the Parents.
- vii. In accordance with 105 ILCS 5/10-21.9, all individuals providing Services to children will have successfully completed criminal background checks, and evidence will be provided to the District of the same. For tutors who are not resident in the United States, these criminal background checks will also include a check conducted in each tutor's country of residence that is comparable in scope to the federal and state check required in 105 ILCS 5/10-21.9.
- viii. In accordance with 105 ILCS 5/24-5, individuals providing Services to children will be in good health and free of communicable disease, and evidence will be provided to the District of the same.
- ix. The Provider will not discriminate on the basis of race, national origin, sex, sexual orientation or disability in accepting students, providing students with Services, and the employment of individuals for SES activities. Provided, however, that the Provider may decline to begin services to students with disabilities if the Provider determines that one or more of the disabling conditions are beyond the capabilities of the Provider, and the Provider shall not accept ELL or disabled students unless approved to do so by ISBE. Having once accepted a disabled student into its program, a Provider may not decline to continue offering services to that student as it does to all other students.
- x. The program information submitted herein, as well as the information contained in the Provider's ISBE-approved application, shall be consistent with the Services offered pursuant to this Agreement.
- xi. The Provider shall comply with all requirements set forth in 23 Ill. Adm. Code 675 including, but not limited to, the SES Provider Code of Ethics set forth in 23 Ill. Adm. Code 675.30.
- xii. The Provider has full legal right and authority to use any and all equipment, software, data, materials, products, trade secrets and intellectual property used in connection with the Services.
- xiii. If the Provider offers its services through a provider-supplied computer and/or Internet connection, the computer and/or Internet connection must be so devised as to be useable only for SES purposes during the provision of services.

EXHIBIT C

CONDITIONS RELATED TO USAGE OF DISTRICT FACILITIES/ACCESS TO PROVIDER FACILITIES

Facilities & Equipment Usage. Provider, its employees or agents performing Services, shall be permitted to enter upon and utilize District facilities in connection with the performance of its Services hereunder, subject to the terms and conditions contained herein and those rules established by the District and the school. Provider shall provide advance notice to the school assistant principal and the District's Program Manager of any such intended use of school property to furnish Services hereunder. In those instances where Provider is authorized to utilize a District facility and related equipment to provide Services, Provider shall establish a usage schedule with the assistant principal.

Conditions of Use. Provider accepts the school premises and equipment in an as-is condition and Provider is solely responsible for determining that such premises and equipment are suitable for its program use. Consent to enter upon and use District property given by the assistant principal and the District's Program Manager shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the District. The assistant principal shall have the authority to the maximum extent possible to direct and condition Provider's use of a school in performing the Services set forth herein. Provider shall not conduct any other business on District property other than the Services and other matters associated with this Agreement. Provider shall use, and shall cause each of its employees and agents to use, the highest degree of care when entering upon and utilizing any property owned by the District in connection with the Services. Provider shall be responsible for the costs associated with the repair and restoration of any school property that is damaged as a result of Provider's usage, reasonable wear and tear excepted. Provider shall comply and shall cause each of its employees and agents, to comply with any and all instructions, requirements and licenses for the use of such property. Any and all third party claims, suits or judgments, costs or expenses, including attorneys, reasonable fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the insurance and indemnification provisions contained in the Agreement.

Access to Provider Facilities. Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by District. The Provider may be invited to participate in any review of each student's progress by District. District representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress.

**CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES
FOR THE 2012-2013 SCHOOL YEAR**

By and Between

Community High School District 94

And

Tutor Owl

THIS CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL EDUCATIONAL SERVICES FOR THE 2013 - 2014 SCHOOL YEAR (this "Agreement") is entered into this 01 day of October, 2013, by and between the Board of Education of Community High School District 94 (the "District"), a body politic and corporate created pursuant to the laws of the State of Illinois, and Tutor Owl (the "Provider"), a corporation created pursuant to the laws of the State of Illinois. The Provider and the District are collectively referred to as the "Parties," and each, a "Party."

WITNESSETH:

WHEREAS, Community High School ("CHS") has not made adequate yearly progress for at least four consecutive years in accordance with Title I of the Elementary and Secondary Education Act, as reauthorized by the No Child Left Behind Act of 2001 ("NCLB");

WHEREAS, under NCLB, students from low-income families attending CHS ("eligible students") are eligible to receive additional academic instruction designed to increase academic achievement outside of the regular school day, which may include academic assistance such as tutoring, remediation and other educational interventions ("supplemental educational services" or "SES");

WHEREAS, the Provider has been approved by the Illinois State Board of Education ("ISBE") to provide SES within the State of Illinois in accordance with ISBE's application process and administrative rules established pursuant to NCLB; and

WHEREAS, at least one parent or guardian of an eligible student ("Parent") has selected Provider to furnish the child with SES for the school year referenced in the Preamble.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are incorporated into and made a part of this Agreement.
2. **PURPOSE AND STATEMENT OF WORK.** The Provider shall perform all terms, conditions and provisions contained in the scope of services description attached and incorporated into this Agreement as Exhibit A (the "Services"). The Provider shall perform the Services with a high degree of skill, care and diligence, in accordance with the highest professional standards. The Provider shall provide qualified and trained personnel and all materials and equipment necessary to undertake the Services and to fulfill the purposes of this Agreement.

[ADD IF USING DISTRICT FACILITIES: The Provider's use of District Facilities in connection with the Services shall be in accordance with the Facilities Use Agreement set forth on Exhibit C.]
3. **INDEPENDENT CONTRACTOR STATUS.** Provider and each of its employees are independent contractors. Provider is not an employee of the District, and no employee or agent of Provider is an employee of the District. The District assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on

behalf of, Provider, its employees, agents, subcontractors and others under this Agreement. Provider shall be responsible for all federal and state tax and Social Security liability that may result from the performance of, and compensation for, services by its employees or agents.

4. **TERM.** This Agreement shall become effective on the date first written above and shall, subject to any earlier termination as provided herein, terminate on [June 30, 2014] without further action of the parties.

5. **PAYMENT, EXPENSES AND BILLING.**

- a. **Amount.** The Provider shall charge the District **\$862.05** per hour per eligible student for all SES provided pursuant to this Agreement. Provided, however, that in no event will the amount paid per eligible student by the District exceed the per pupil expenditure amount for SES established pursuant to law. All invoices submitted to the District shall be based upon the foregoing amount multiplied by the number of children whose Parents have selected the Provider to furnish their child with SES. For a child completing only a portion of the Provider's program, the District shall only be invoiced an amount reflecting the percentage of the program completed.
- b. **Billings:** The Provider shall be paid the Per-Pupil Hourly Rate, based upon actual attendance by students at a session of the Provider's program as reported to ISBE and the District through ISBE's tracking system (STARS), and shall not be compensated the Per-Pupil Hourly Rate for students not attending a session. The Provider shall submit billings with such supporting documentation as the District may request within thirty (30) days of the rendering of services. District shall process payment to Provider in accordance with the Local Government Prompt Payment Act.

Billing shall be submitted to the contact person and address listed in this Agreement. If the District, in good faith, deems that the Provider has not met any of the requirements of this Agreement, it may withhold payment billed by the Provider until such insufficiency is corrected. The District shall not be obligated to pay for any Services not in compliance with this Agreement or ISBE administrative rules. In the event of early termination of this Agreement, the District shall only be obligated to pay amounts incurred up to the date of termination.

- c. **Final Payment.** No later than sixty days after the Provider's conclusion of SES within the District, the Provider must report to both ISBE and the District its cost of SES within the District during the term of this Agreement in accordance with the SES Administrative Rules. The final amount paid to the Provider shall be the lesser of (i) its actual cost of SES within the District, as established and reported in accordance with the SES Administrative Rules; or (ii) the hourly rate set forth in sub-paragraph 5. a. above, multiplied by the hours of student attendance in the provider's program. The District shall withhold twenty percent (20%) of the amount owed to the Provider for services during the 2012-2013 school year pending the reporting of the Provider's cost of SES within the District. Final payment by the District, or the repayment of any amounts overpaid to the Provider, shall occur by the later of: (i) thirty days from the Provider's submission of its cost report to ISBE and the District; or (ii) June 30, 2013.
- d. **No Additional Compensation.** The Provider shall not charge any other fees nor seek any payment and/or compensation of any kind whatsoever from students or Parents for the Services provided under this Agreement.

6. **CONFIDENTIAL INFORMATION**

- a. **Acknowledgment of Confidentiality.** Each Party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii)

information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

- b. Covenant Not to Disclose. With respect to the other Party's Confidential Information, and except as otherwise required by law, the recipient hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any third party without the other Party's prior written approval; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither Party nor any recipient may alter or remove from any software or associated documentation owned or provided by the other Party any proprietary, copyright, trademark or trade secret legend. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.
7. Student Records. Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), and all other applicable federal and State laws regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by the District. To protect the confidentiality of student education records, the Provider will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. The District will obtain necessary consent prior to disclosure of confidential student records to the Provider. The Provider will likewise obtain necessary consent prior to disclosure of confidential student records to the District.

All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider shall maintain an access log delineating date, time, agency and identity of any individual accessing student records that is not in the direct employ of Provider. Provider shall not disclose or forward to any person other than parent/guardian or District any student record or information contained therein, including, but not limited to records or information as to the student's identity, without the written consent of the parent and District. Upon termination of this Agreement, Provider shall turn over to District all student records of District's eligible students to whom Provider has provided services under this Agreement.

Provider, its employees, agents, subcontractors and others, shall maintain the confidentiality of all medical, psychological, and student records of all eligible students in compliance with applicable federal and State laws.

Provider may communicate to the general public, including through newspaper, electronic, and other media, the results of its work under this Agreement; provided, however, than any communication shall not identify any individual student to whom Provider, its employees, agents, subcontractors or others provided any service.

8. **DEFAULT AND TERMINATION**

- a. Provider Default. This Agreement may be terminated by District at any time. To terminate this Agreement, District shall give Provider twenty (20) calendar days' written notice prior to the date of the termination.
- b. Notification to the State Superintendent of Education; Termination of Services. If the Provider defaults in the performance of any of its obligations under this Agreement, the District shall provide written notification to the State Superintendent of Education. The State Superintendent of Education shall require information from both the Provider and the District to determine the validity of the declaration of the Provider Default. Following the receipt of such information, the State Superintendent of Education shall either (i) permit the District to proceed with the termination of this Agreement; (ii) institute a corrective action plan in accordance with the SES Administrative Rules, whereupon the Parties shall amend this Agreement to reflect the same; or (iii) invalidate the declaration of a Provider Default. Any damages incurred by District as a result of a Provider Default shall be

borne by the Provider at its sole cost and expense, shall not be payable as part of the contract amount set forth in Paragraph 3(a) and shall be reimbursed to District by the Provider upon demand.

- c. Termination of Services to a Particular Student. The District may, upon ten (10) days prior written notification to the Provider and the State Superintendent of Education, terminate the services a Provider is providing to a particular student if the Provider is unable to meet the student's specific achievement goals set forth in the student's ILP. Any such termination shall be separate and apart from the default and termination procedures set forth in Paragraphs 7.a. and 7.b.
- d. Immediate Cancellation. The District may cancel this Agreement immediately, without fault or penalty, if ISBE revokes its approval of the Provider, or if funds are no longer made available for this Agreement through action of either the State or Federal government.

9. **INDEMNIFICATION AND INSURANCE.**

- a. General Indemnification. To the fullest extent permitted by law, the Provider agrees to indemnify, defend and hold harmless District, its board, its individual board members, and its officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties, including, without limitation, reasonable defense costs and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the Provider, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Provider or its subcontractors to comply with any laws or regulations applicable to the performance of the Services; (iii) any act of infringement of any existing patent or copyright or any unauthorized use of any trade secret; or (iv) the breach of any representation or warranty provided by the Provider herein.
- b. Insurance Requirements. The Provider shall maintain insurance policies in the amounts required by the application under which it has approval from ISBE to offer SES services. Such policies shall include, without limitation, the following minimum coverages:
 - i. A broad form Commercial General Liability Insurance policy written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$1,000,000 for Completed Operations and Products Liability.
 - ii. A Comprehensive Automobile Insurance Policy providing coverage for all owned, hired, rent, leased and non-owned automobiles, written with combined single limit of liability of not less than \$500,000 for each occurrence of bodily injury and/or property damage.
 - iii. A Workers' Compensation Insurance Policy in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than
 - 1. \$500,000 for bodily injury by accident, each accident
 - 2. \$500,000 for bodily injury by disease, each employee
 - 3. \$500,000 aggregate liability for disease

The policies specified above shall be placed with insurance coverages reasonably acceptable to ISBE and the District, and shall incorporate a provision requiring the giving of notice to ISBE and the District at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies. Unless otherwise

agreed to in writing by ISBE and the District, the Provider will cause all of its subcontractors to purchase and maintain insurance coverages identical to those required of the Provider hereunder.

Upon execution of this Agreement and upon request of District, the Provider shall provide copies of certificates of insurance evidencing the coverage described in this Paragraph. Upon request, Provider shall furnish the District with complete copies of the requested insurance policies.

10. **SUBCONTRACTOR DISCLOSURE.** As of the effective date of this Agreement, the following subcontractors are expected to perform work pursuant to this Agreement and to be paid with funds provided hereunder:

Name	Address	Anticipated Amount

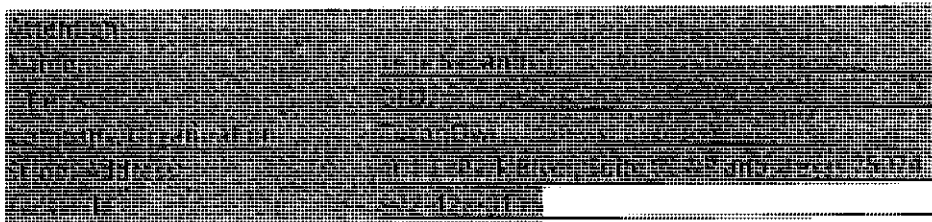
If during the term of this Agreement, the Provider wants to retain subcontractors to be paid with funds provided by this Agreement not listed above, the Provider must first obtain District's prior written approval. Provider agrees to abide by the restrictions in 23 Ill. Adm. Code 675.30 regarding the employment of district or district-related personnel.

11. **RECORD-KEEPING.** The Provider and its subcontractors shall maintain books and records relating to performance of the Agreement or subcontract and necessary to support amounts charged to the District under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Provider for a period of five (5) years from the later of the date of final payment under the Agreement or completion of the services, and by the subcontractor for a period of five (5) years from the later of the date of the final payment under the subcontract or completion of the subcontract. The five- (5) year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this Paragraph shall be available for review or audit by representatives of the District upon reasonable notice and during normal business hours. The Provider and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Paragraph shall establish a presumption in favor of the District for the recovery of any funds paid by the District under the Agreement for which adequate books and records are not available to support the purported disbursement. The Provider shall not impose a charge for audit or examination of the Provider's book and records.
12. **COOPERATION.** Each Party agrees to cooperate with the other Party with respect to the performance of the Services in an effort to provide a quality SES program for students within the District. The Provider shall cooperate with District representatives visiting and observing tutoring sessions, interviewing students and Parents and taking such other actions deemed necessary by the District to administer and evaluate the Services and the District's overall SES program. The District shall cooperate with the Provider in supplying needed student information as quickly as possible after securing written parental permission to disclose.
13. **GENERAL PROVISIONS.**
- a. **Notices.** All notices, billings or other correspondence required to be given to either Party pursuant to this Agreement shall be sent by facsimile or delivered or mailed to the following addresses:

DISTRICT

Attention:
Mr. Pete Martino
Assistant Principal for Administrative Services
Community High School District 94
326 Joliet Street

PROVIDER



- b. Program Managers. Each Party hereby designates the following Program Managers who will oversee the implementation of the Services within the District:

For the Provider: Lejla Sabanovic, CFO

For the District: Maura Bridges, Director of Student Services and
Peter Martino, Assistant Principal

Each Party may from time to time change the designation of the Program Manager by notice given to the other Party in accordance with Paragraph 13.a.

- c. Amendment. This Agreement may only be amended in writing signed by both Parties.
- d. Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party.

The District and Provider agree that they have had a chance to review the Agreement and its exhibits, understand them, and have had the opportunity to consult with independent counsel about them.

- e. Construction/Order of Documents. The Parties agree that in determining their rights and obligations to each other, the express terms and conditions set forth in the main body of this Agreement shall be controlling over any term and condition contained in the Exhibits attached hereto, and that any ambiguity shall be resolved by first applying the terms and conditions set forth in the main body of this Agreement.
- f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- g. Compliance With Laws. The Provider shall comply, and shall cause its subcontractors to comply, with all existing and future laws, regulations, rules, ordinances, orders and decrees (collectively, "Laws") which are applicable to the Provider's services. The Provider shall secure, pay for and maintain all registrations, licenses, certifications, permits or approvals which relate to the provision of its Services. If the Provider should discover any discrepancy or inconsistency between the requirements of any Laws and the scope or nature of the services, or the amount charged to the District by the Provider therefore, the Provider shall immediately notify District in writing of such discrepancy or inconsistency and shall conform its Services to any subsequent orders or instructions of District.
- h. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

- i. Time is of the Essence. Time is of the essence of this Agreement.
- j. Ownership of Records. All records, reports, documents or other material delivered to or transmitted to the District pursuant to this Agreement shall remain the property of the District.
- k. Cumulative Rights. Except as otherwise provided in this Agreement, rights and remedies available to the District and/or the Provider as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to District and/or the Provider in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.
- l. Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.
- m. No Waiver. No course of dealing or failure of the District and/or the Provider to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- n. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written approval of the other Party.
- o. Certifications and Assurances: The Provider represents and warrants that all of the certifications and assurances set forth on Exhibit B attached hereto are and shall remain true and correct.
- p. Exhibits: The following Exhibits are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B - PROVIDER CERTIFICATIONS AND ASSURANCES

EXHIBIT C - CONDITIONS RELATED TO USAGE OF DISTRICT FACILITIES/ACCESS TO PROVIDER FACILITIES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Community High School District 94

District Name

District Authorized Signature

Its: _____

Date: _____

Tutor Owl

Provider Name

Debbie Subanawic
Provider Authorized Signature

Its: CFO

Date: 10/01/2013

EXHIBIT A

SCOPE OF SERVICES

1. General Requirements

The Provider shall cause SES to be delivered to eligible students enrolled in the Provider's program in accordance with this Agreement, the Provider's application as approved by ISBE and as may be amended from time to time, the SES Administrative Rules (23 Ill. Adm. Code 675) and all other applicable Laws, and the student's Individual Learning Plan ("ILP"). The Provider acknowledges that in accordance with the SES Administrative Rules, the Provider's program must be offered in accordance with the elements in the Provider's approved application. Specifically, the program must:

- for each eligible student whose parent elects to receive SES from Provider, Provider and District shall develop a Statement of Goals pursuant to 34 C.F.R. 200.46(b)(2)(i) and (b)(3), in consultation with the student's parent(s) or guardian(s) including a timetable for improving achievement. Provider shall make no changes to, or terminate, any student's Statement of Goals without the written consent of District and the student's parent.
- include an appropriate, nationally recognized diagnostic assessment for use in identifying students' weaknesses and achievement gaps upon which to build an individual student plan and learning goals;
- use targeted remediation/instruction that is aimed at addressing the individual skill gaps revealed during the assessment and that is based upon an individual learning plan;
- include a post assessment linked to the diagnostic assessment to determine whether student gains occurred and to further develop a plan for either re-teaching skills or identifying new skills for instruction;
- align with the Illinois Learning Standards set forth at 23 Ill. Adm. Code 1, Appendix D, in the subject areas being presented by the Provider;
- be consistent with the academic program a student experiences in the regular school day; and
- use instructional practices that are high-quality, research-based, and specifically designed to increase students' academic achievement.

The Provider will provide Services that are aligned to the student's ILP, and in a manner that allows the timetable written in the ILP to be met.

2. Assignment of Students

The District will provide Parents of eligible students with a listing of supplemental educational service providers seeking to provide services within the District. Parents will be required to complete an enrollment form and then return it to the District in a process prescribed and made known by the District. The District will assign eligible students to the Provider in accordance with selections made by Parents and will supply to the Provider as soon as is practicable such student information as is needed by the Provider to execute this contract. The Provider will adhere to District procedures regarding the selection of students if sufficient funds are not available for all students seeking supplemental educational services. The list of assigned students is subject to change from time to time based upon subsequent Parental requests and student transfers. The Provider may not impose additional criteria on the admission or assignment of otherwise eligible students to its program; provided, however, that admission or assignment is subject to the limitations in the Provider's ISBE-approved

application, limitations on capacity or inability to serve limited English proficiency students or students with disabilities.

3. Meetings

Upon receipt of the assigned student list, the Provider must schedule an orientation conference with one of the assistant principals of each assigned student's home school. During such conference, the Provider and assistant principal will develop an outreach plan to contact Parents. If the Provider is using District facilities, the assistant principal will also explain all policies, procedures and guidelines related to the delivery of services on school property. The assistant principal will also identify the school's designated SES coordinator.

Prior to the commencement of a student's SES, the Provider will meet with the student's Parent(s) and District personnel to develop statements of specific achievement goals for the student to be set forth in the student's ILP. The District will retain the original signed ILP, and the Provider and Parents will receive copies. The District may withhold payments to the Provider for services to any student for whom an ILP has not been created or the original of that ILP has not been delivered to the District. The Provider will meet with Parents at the end of the Provider's program to discuss the student's progress over the course of the year, and to obtain the Parent's assessment of the Provider's program through the Parent survey.

During the term of this Agreement, the Provider will meet with representatives of the District to discuss the Provider's overall program or an individual student's progress at such times and at such frequency as the District may reasonably request.

4. Notifications

The Provider shall immediately notify the District's Program Manager in writing of any assigned student who fails to attend three consecutive sessions. The Provider shall immediately drop any student (and so record this fact in STARS) who fails to attend five consecutive sessions or who has missed and failed to make up twelve sessions in total. The Provider shall provide advance notice to the District Program manager any time its tutor will be unable, for any reason, to conduct a scheduled tutoring session. Any tutoring sessions that are cancelled due to tutor no-shows must be rescheduled as soon as possible on a date mutually agreed upon by the District Program Manager and the Provider.

The Provider shall immediately report to the District any injuries sustained by students during the course of the Services.

The Provider shall promptly notify the District of any grievances or complaints received from Parents or District personnel. The Provider shall report the resolution of such grievances or complaints as well.

5. Reporting

The Provider must report attendance through STARS for all students participating in the Provider's program, recording their participation in, or absence from, tutoring sessions.

The Provider must submit progress reports to Parents and schools regularly. "Regularly" is defined as at least quarterly. The Parent's copy of the report must be mailed to the parents within one week after the last day of each academic quarter during which the provider is working with the student. The school's copy can be mailed or hand-delivered to Kimberly Chambers, Assistant Superintendent of Administrative Services, Community High School District 94, 326 Joliet Street, West Chicago, IL 60185 within one week after the last day of each academic quarter during which the provider is working with the student. (In the event the required delivery date falls on a weekend or holiday, the prior work day will serve as the report day.) If Parents or teachers desire more frequent reporting for a particular student, this additional reporting will be set forth in a student's ILP. The final

progress report must describe the student's performance on the post-assessment administered by the Provider, and include an assessment of whether the Provider met the objectives for the student set out in the ILP. An objective will not be considered "met" until at least an 80% mastery rate is demonstrated by the student.

In addition, within 45 days after Provider's conclusion of SES for the school year, the Provider shall submit a report to ISBE and the District that includes:

- a. information on the students served;
- b. details of any complaints received from teachers or Parents;
- c. the percentage of students meeting the academic goals set out in their Individual Learning Plans;
- d. based upon a survey form prescribed by ISBE of all Parents of children in the program, a report on the percentage of Parents who:
 - 1. Agree with the Provider's assessment of their respective students' achievement of the academic goals;
and
 - 2. Are satisfied with the services provided to their children;
- e. If the Provider has a rating lower than 80% under either criteria set forth in d, a description of specific actions the Provider will take over the next school year to better inform Parents regarding students' progress and/or increase parental satisfaction with the Services;
- f. updates and revisions to any information set forth in the Provider's approved application (including the submission of all information required by SES Administrative Rules not previously reported by the Provider); and
- g. an assurance that all other information set forth on the Provider's approved application, as may be updated from time to time, remains true and correct.

This report can be mailed or hand-delivered as set forth in this paragraph 5.

EXHIBIT B

PROVIDER CERTIFICATIONS AND ASSURANCES

The Provider hereby represents and warrants to the District that the following certifications and assurances are and shall remain true and correct:

- i. All individuals providing Services to children meet, at a minimum, the requirements for paraprofessionals under the No Child Left Behind Act of 2001;
- ii. The Provider is duly organized, validly existing and in good standing under the laws of the state of its incorporation, and duly qualified to conduct business in Illinois;
- iii. In the case of students with disabilities, the Provider's program will support the implementation of the student's Individualized Education Program under Section 614(d) of the Individuals with Disabilities Education Act and provide services consistent with section 504 of the Rehabilitation Act of 1973.
- iv. All instruction and content shall be secular, neutral and non ideological.
- v. All Services will be provided outside of the regular school day.
- vi. The Provider will respect the confidentiality of student records and share this information only with parents and appropriate school personnel. The Provider will not disclose to the public the identity of any student who is eligible for, or receiving, SES without the prior written permission of the Parents.
- vii. In accordance with 105 ILCS 5/10-21.9, all individuals providing Services to children will have successfully completed criminal background checks, and evidence will be provided to the District of the same. For tutors who are not resident in the United States, these criminal background checks will also include a check conducted in each tutor's country of residence that is comparable in scope to the federal and state check required in 105 ILCS 5/10-21.9.
- viii. In accordance with 105 ILCS 5/24-5, individuals providing Services to children will be in good health and free of communicable disease, and evidence will be provided to the District of the same.
- ix. The Provider will not discriminate on the basis of race, national origin, sex, sexual orientation or disability in accepting students, providing students with Services, and the employment of individuals for SES activities. Provided, however, that the Provider may decline to begin services to students with disabilities if the Provider determines that one or more of the disabling conditions are beyond the capabilities of the Provider, and the Provider shall not accept ELL or disabled students unless approved to do so by ISBE. Having once accepted a disabled student into its program, a Provider may not decline to continue offering services to that student as it does to all other students.
- x. The program information submitted herein, as well as the information contained in the Provider's ISBE-approved application, shall be consistent with the Services offered pursuant to this Agreement.
- xi. The Provider shall comply with all requirements set forth in 23 Ill. Adm. Code 675 including, but not limited to, the SES Provider Code of Ethics set forth in 23 Ill. Adm. Code 675.30.
- xii. The Provider has full legal right and authority to use any and all equipment, software, data, materials, products, trade secrets and intellectual property used in connection with the Services.
- xiii. If the Provider offers its services through a provider-supplied computer and/or Internet connection, the computer and/or Internet connection must be so devised as to be useable only for SES purposes during the provision of services.

EXHIBIT C

CONDITIONS RELATED TO USAGE OF DISTRICT FACILITIES/ACCESS TO PROVIDER FACILITIES

Facilities & Equipment Usage. Provider, its employees or agents performing Services, shall be permitted to enter upon and utilize District facilities in connection with the performance of its Services hereunder, subject to the terms and conditions contained herein and those rules established by the District and the school. Provider shall provide advance notice to the school assistant principal and the District's Program Manager of any such intended use of school property to furnish Services hereunder. In those instances where Provider is authorized to utilize a District facility and related equipment to provide Services, Provider shall establish a usage schedule with the assistant principal.

Conditions of Use. Provider accepts the school premises and equipment in an as-is condition and Provider is solely responsible for determining that such premises and equipment are suitable for its program use. Consent to enter upon and use District property given by the assistant principal and the District's Program Manager shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the District. The assistant principal shall have the authority to the maximum extent possible to direct and condition Provider's use of a school in performing the Services set forth herein. Provider shall not conduct any other business on District property other than the Services and other matters associated with this Agreement. Provider shall use, and shall cause each of its employees and agents to use, the highest degree of care when entering upon and utilizing any property owned by the District in connection with the Services. Provider shall be responsible for the costs associated with the repair and restoration of any school property that is damaged as a result of Provider's usage, reasonable wear and tear excepted. Provider shall comply and shall cause each of its employees and agents, to comply with any and all instructions, requirements and licenses for the use of such property. Any and all third party claims, suits or judgments, costs or expenses, including attorneys, reasonable fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the insurance and indemnification provisions contained in the Agreement.

Access to Provider Facilities. Provider shall allow access to its facilities for periodic monitoring of each student's instructional program by District. The Provider may be invited to participate in any review of each student's progress by District. District representatives shall have access to observe each student at work, observe the instructional setting, interview Provider, and review each student's progress.

**Community High School District 94
West Chicago, Illinois
Office of the Principal**

Memorandum

To: Doug Domeracki, Superintendent
From: Moses Cheng, Principal
Date: September 26, 2013
Re: Curriculum Committee Proposals

The Curriculum Committee met on May 20, 2013 and September 18, 2013 to review submitted course proposals. These proposals reflect a commitment to keep our courses current and relevant to the educational interests of students at Community High School District 94. A list of the proposals is provided below with the actual description of the proposals attached at the end of this memo.

Proposal for Implementation for the 2014-2015 School Year

Info/Tech	1. New Course	Foods and Nutrition 3
Math/Science	1. Modify existing course and name change	Honors Physics change to AP Physics 1
	2. Modify existing course and name change	AP Physics B change to AP Physics 2
	3. New Course	Essentials of Physics
	4. New Course	Essentials of Chemistry
Physical Development	1. New Course	Advanced Dance
	2. New Course	Beginning Weight Training

The Curriculum Committee unanimously approved all submitted course proposals at its September 18, 2013 meeting. Based upon the Curriculum Committee's results, I am recommending these proposals for consideration by the Board of Education at the October 15, 2013 Board of Education meeting.

If you have any further questions regarding this matter, please do not hesitate to ask.

Community High School District 94

Due Date: April 26, 2013

Proposal to Implement a New Course in the 2014-2015 school year

Department: Information & Technology

Submitted by: Patty Clifford, Marc Wolfe Date: 4/26/13

Title of New Course: Foods & Nutrition 3

Number of Credits: .5 Year long or semester? (circle one)

Course Description:

1. What is the course objective? What should students know upon successful completion of this course?

See attached syllabus.

2. Explain the need for this course especially as it relates to department goals and objectives.

This year we offered Foods III as a seminar course. The need to continue this course permanently is twofold. Students have taken Foods I and Foods II for many years and have had no other option to continue pursuing an interest in the culinary arts, hospitality, or other areas of the service industry. Students only other option is to attend TCD, which limits their class schedules here and is an expense transferred to the district. With tremendous growth in this field, this course provides an opportunity to expose our students to various career options which is a goal of the Information & Technology Division. Secondly, we were granted dual credit through COD as part of their PE/Nutrition elective. Students earn 1 free hour of college credit if they choose to enroll. Including books and fees, this saves our students approximately \$200 and gets them started on their college career while still a student at Community High School.

3. Please list the major units and activities that students will be engaged in when enrolled in this course.

See attached, p. 3.

4. How will students be assessed in this course?

Students will be assessed through laboratory experiences, unit tests, quizzes, and a final exam.

5. Please include a working draft of the course syllabus.

See attached

6. For which grade level(s) will this course be most appropriate?

Sophomores-Seniors that have successfully completed Foods I & II.

7. List the prerequisites, if any, for this course.

Foods I
Foods II

8. List all materials necessary for this course (technology, equipment, etc.)

Food, kitchen equipment currently available in the Foods lab, computer lab time on occasion.

9. List the potential impact this course may have on enrollment in courses outside of your department and/or enrollment in programs (i.e. TCD, FACS, Music, etc.).

Any elective added has the potential to draw students from other electives, or from within their own department. Since this is the third level course, students have consistently taken courses in this department and are completing the Foods program.

10. What impact does this course have on staffing? (Are there current staff members who can teach this course? How does this impact staffing patterns in your department?)

This course was taught as a seminar course this year by Ms. Patty Clifford. All teachers in the FACS department are certified to teach this course.

11. Are there any limitations in this course? (i.e. max class size)

25 students per section due to safety and space restrictions

12. What are the approximate "start-up" and yearly costs for this course?

The FACS department receives a supply budget that provides funding for all supplies of Foods' labs. This course will draw money from that line item budget. This year as a seminar, costs have remained consistent with other Foods classes and stayed within budget.

13. What is the impact that this course will have on room allocation?

None.



Foods 3

***Prerequisite - Food & Nutrition 1 & 2 course completion

Overall Course Objectives: Students will be able to...

- Understand & follow safety/sanitation rules while cooking
- List and define the basic nutrients necessary for a healthy body.
- Develop a personal plan for nutritional behavior that promotes good health
- Explain the contributions of good nutrition to the prevention of heart disease and cancer.
- Explain current recommendations for healthy eating and plan a family menu.
- Compare the advantages and disadvantages of various alternative diets.
- Plan a healthier alternative to restaurant menus.
- Describe the government's My Plate as well as the Food Guide pyramid and explain its significance for nutrition.
- Understand how the United States government regulates food labeling and how to read a label.

Text:

Get Fit, Stay Well, Hopson, Donatelle & Littrell, 2009

Additional Resources:

Text: Culinary Essentials, Johnson & Wales, McGraw/Hill, 2006.

Web site: Sparkpeople.com

Grading Scale:

100%- 90%	- A
89-80	- B
79-70	- C
69-60	- D
59-0	- F

Evaluation:

30 % Participation
20% Class work
20 % Labs
20% Final Exams
10% Tests/quizzes

Supplies Needed:

(3-ring) pocket folder
Loose leaf paper
Pens and pencils
Hair restraint for lab days

FOODS & NUTRITION III

Class Rules:

1. Bring a pencil, paper, binder, and book to class daily and on time.
2. Keep all materials presented in class neatly in your binder.
3. Read text assignments and all handouts distributed in class.
4. If absent, you must make up all work. This is your responsibility.
5. If absent for several days, this schedule serves as your assignment sheet for work to be covered at home (or in-school suspension). You must see me for make-up work.
6. Exams, quizzes, and or evaluations will be given on each unit covered.
7. Late work will not be accepted after the 1st quarter.
8. Class participation will be assessed with point value given daily. Points will be deducted for tardiness, absences and inappropriate behavior.
9. No food or drink is allowed to be brought into classroom. (exception: water bottle)

Lab Rules:

1. Safety rules must be followed by all students
2. Food sanitation practices must be followed by all students
3. Kitchen protocol must be followed by all students
4. All labs missed must be made up at home; a parent/guardian's signature and food sampling would be required
5. Any infraction of the rules will cause student to receive reduced points on the lab evaluation

Food & Nutrition III - Topic Outline

Week 1 - Safety & Sanitation/Kitchen assignments/Test Lab

*Week 2 - Nutrition for Today's Family- Current American diet

*Week 3 - Important nutrients and My Plate recommendations

*Week 4 - Converting recipes for increased nutrition

*Week 5 - Alternative diets

*Week 6 - Food allergies/food-related diseases

Week 7 - Restaurant Menus – nutritional options

*Week 8 - Label reading

*Weeks 9 - 12 Wellness research Project /presentations

Weeks 13 -16– Famous Chef unit/ teacher demo/ Research Famous Chefs & their healthier cuisine/ presentations

Week 17 – Final Practicum (Filmed food show)

Week 18 – Review & written exams

*Meets Dual Credit requirements

Community High School District 94

Due Date: April 26, 2013

Proposal to Modify an Existing Course for the 2014-2015 school year:

Department: Math and Science Implementation year: 2013-2014

Submitted by: Allister Scott Date: 5/22/13

Title of Course: Honors Physics/ AP Physics B change to AP physics 1 and AP physics 2

Number of Credits: 1 Year long (circle one)

Course Description:

1. Explain the rationale for modifying the course.
The College Board is replacing the AP Physics B curriculum with AP Physics 1 and AP Physics 2 for the 2014 – 2015 school year. The College Board is making the shift in order to ensure an in depth exploration of topics and emphasize inquiry based instruction. This is in line with the department philosophy of science education. The College Board is recommending the AP Physics 1 course be a first year Physics course and AP Physics 2 be a second year course. In order to align to the College Board two course changes must occur.
 - a. The Honors Physics needs to be renamed to AP Physics 1, the course is aligned to the curriculum in AP Physics 1
 - b. AP Physics B needs to be renamed to AP Physics 2 and the course curriculum needs to be aligned to the AP Physics 2 curriculum
2. Explain the modifications made to the course.
 - a. The Honors Physics needs to be renamed to AP Physics 1, the course is aligned to the curriculum in AP Physics 1
 - b. AP Physics B needs to be renamed to AP Physics 2 and the course curriculum needs to be aligned to the AP Physics 2 curriculum
3. What impact will modifying the course have on staffing?
None
4. What impact will modifying the course have on student enrollment in other courses within your department?
None
5. What impact will modifying the course have on student enrollment in courses outside of your department?
None
6. What is the course objective? What should students know upon successful completion of this course?
Students will understand the Big Ideas and enduring understandings outlined in the AP Physics 1 and 2 curriculum framework
7. What are the approximate “start-up” and yearly costs for this newly modified course?
The course will cost the same as the original course

Community High School District 94

Due Date: April 26, 2013

Proposal to Implement a New Course in the 2014-2015 school year

Department: Math and Science

Submitted by: Allister Scott _____ Date: 4/11/13

Title of New Course: Essentials of Physics

Number of Credits: 1.0 _____ Year long or semester? (circle one)

Course Description:

1. What is the course objective? What should students know upon successful completion of this course?

Students will gain an understanding of the major concepts in physics and will apply them to solve scientific problems. The course will use the same essential questions as the honors and regular level physics courses but they will be adjusted to ensure student success, an emphasis will be placed on students acquiring scientific literacy skills.

2. Explain the need for this course especially as it relates to department goals and objectives.

The shared department vision is the acquisition of scientific literacy skills and the application of scientific content. One of the goals of the department is to give equal access to the curriculum and ensure the curriculum is vertically aligned using AP as the capstone course. In order to ensure all students have equal access to the curriculum and that the vertical movement of students can occur, the department needs the three levels in each year to be teaching the same essential questions. In order to ensure we are meeting student's scientific literacy needs, an essentials course is needed to allow for a reduction in content and an increase in the scientific literacy.

3. Please list the major units and activities that students will be engaged in when enrolled in this course.
 - motion
 - forces
 - energy
 - momentum
 - rotational motion
 - electricity
 - pendulums and springs

- waves and sound

Activities include: Lecture, lab work, project work

4. How will students be assessed in this course?

The course will be assessed using a variety of assessment to measure student learning including: tests, project work and lab work.

5. Please include a working draft of the course syllabus.

6. For which grade level(s) will this course be most appropriate?

11

7. List the prerequisites, if any, for this course.

None – Biology or Essentials of Biology is encouraged, chemistry or essentials of Biology encouraged

8. List all materials necessary for this course (technology, equipment, etc.)

Basic lab equipment (these are already in the department)

9. List the potential impact this course may have on enrollment in courses outside of your department and/or enrollment in programs (i.e. TCD, FACS, Music, etc.).

The department will be encouraging students to take 4 years of science with essentials of physics being part of the sequence, however science is still a 2 year graduation requirement essentials of physics will be the third year for students and as such an elective for students.

10. What impact does this course have on staffing? (Are there current staff members who can teach this course? How does this impact staffing patterns in your department?)

The department has a number of teachers who are highly qualified in physics; there is no anticipated change in staffing pattern due to the change to Essentials of physics.

11. Are there any limitations in this course? (i.e. max class size)

30

12. What are the approximate “start-up” and yearly costs for this course?

There will be a startup cost of approximately \$1000 and the yearly cost of the course will be in line with other science course of around \$1000.

13. What is the impact that this course will have on room allocation?

The course will not have an impact on room allocation, unless more people take three years of science however the science department does not anticipate the need for more rooms.

Essentials of Physics 201?-201?

Welcome to Essentials of Physics!

In this class we will be using reading, listening and experimenting to learn about energy and matter. We will learn how to describe motion and changes in matter. We will learn how to measure distance, time, and force. We will learn how to use mathematics to analyze data and to make predictions.

Units of study will include:

- motion
- forces
- energy
- momentum
- rotational motion
- electricity
- pendulums and springs
- waves and sound

You will be expected to solve equations, graph and read graphs, so please bring a calculator to class. We will be using a textbook, but you will also have many handouts, so please bring a three ringer binder to stay organized.

Community High School District 94

Due Date: April 26, 2013

Proposal to Implement a New Course in the 2014-2015 school year

Department: Math and Science

Submitted by: Allister Scott _____ Date: 4/11/13

Title of New Course: Essentials of Chemistry

Number of Credits: 1.0 _____ Year long or semester? (circle one)

Course Description:

1. What is the course objective? What should students know upon successful completion of this course?

Students will gain an understanding of the major concepts in Chemistry and will apply them to solve scientific problems. The course will use the same essential questions as the honors and regular level Chemistry courses but they will be adjusted to ensure student success, an emphasis will be placed on students acquiring scientific literacy skills.

2. Explain the need for this course especially as it relates to department goals and objectives.

The shared department vision is the acquisition of scientific literacy skills and the application of scientific content. One of the goals of the department is to give equal access to the curriculum and ensure the curriculum is vertically aligned using AP as the capstone course. In order to ensure all students have equal access to the curriculum and that the vertical movement of students can occur, the department needs the three levels in each year to be teaching the same essential questions. In order to ensure we are meeting student's scientific literacy needs, an essentials course is needed to allow for a reduction in content and an increase in the scientific literacy.

3. Please list the major units and activities that students will be engaged in when enrolled in this course.

Organizing matter (includes properties of matter, states, atomic structure, periodic table groups)

Measuring matter (includes nomenclature, moles, stoichiometry)

Changing matter (reactions)

Bonding Gases

Solutions

Equilibrium (with Acids and Bases)

Heat

4. How will students be assessed in this course?

The course will be assessed using a variety of assessment to measure student learning including: tests, project work and lab work.

5. Please include a working draft of the course syllabus.
6. For which grade level(s) will this course be most appropriate?
10
7. List the prerequisites, if any, for this course.
None – Biology or Essentials of Biology is encouraged
8. List all materials necessary for this course (technology, equipment, etc.)
Basic lab equipment and chemicals are needed (these are already in the department)
9. List the potential impact this course may have on enrollment in courses outside of your department and/or enrollment in programs (i.e. TCD, FACS, Music, etc.).
None. This course will replace Physical Science as the second year of science after Biology.
10. What impact does this course have on staffing? (Are there current staff members who can teach this course? How does this impact staffing patterns in your department?)
The department has a number of teachers who are highly qualified in Chemistry; there is no anticipated change in staffing pattern due to the change to Essentials of Chemistry.
11. Are there any limitations in this course? (i.e. max class size)
30
12. What are the approximate “start-up” and yearly costs for this course?
There will be a minimal startup cost of \$1000 and the yearly cost of the course will be in line with the Physics Science course of around \$1000.
13. What is the impact that this course will have on room allocation?
The course will not have an impact on room allocation. The Physical Science classroom will become a Chemistry classroom.

Essentials of Chemistry 201?-201?

Welcome to Essentials of Chemistry!

In this class we will be using reading, listening and experimenting to learn about matter and how matter interacts with other matter. We will learn how to describe matter and how matter interacts. We will learn how to measure matter and use these measurements to make predictions about other interactions.

Units of study will include:

- Organizing matter (includes properties of matter, states, atomic structure, periodic table groups)
- Measuring matter (includes nomenclature, moles, stoichiometry)
- Changing matter (reactions)
- Bonding Gases
- Solutions
- Equilibrium (with Acids and Bases)
- Heat

We will be using a textbook, but you will also have many handouts, so please bring a three ringer binder to stay organized.

Community High School District 94

Due Date: April 26, 2013

Proposal to Implement a New Course in the 2014-2015 school year

Department: Physical Development

Submitted by: Julie Wyller Date: 4.22.13

Title of New Course: Advanced Dance

Number of Credits: .5 Year long or semester? (circle one)

Course Description:

1. What is the course objective? What should students know upon successful completion of this course?

Students should have a better understanding of dance technique, choreography and a better overall fitness composition. Students should know more advanced dance terminology, fitness and health related concepts and be able to demonstrate a higher level of dance techniques.

2. Explain the need for this course especially as it relates to department goals and objectives.
This course will allow advanced dance students to continue to hone their skill and develop more advanced skills. This will allow dance production students (but not limited to) to increase their technique and fitness levels.

3. Please list the major units and activities that students will be engaged in when enrolled in this course.
Students will be instructed in lyrical, jazz, modern and hip hop dance. Students will participate in stretching and conditioning exercises; students will practice skills and engage in creating choreography.

4. How will students be assessed in this course?
Students will be assessed on a rubric form showing their knowledge of choreography and dance related skills. Students will also be assessed on fitness components; pacer, sit-ups, push-ups and flexibility.

Please include a working draft of the course syllabus.

5. For which grade level(s) will this course be most appropriate?
Sophomore, juniors and seniors

6. List the prerequisites, if any, for this course.
Dance production or teacher consent

7. List all materials necessary for this course (technology, equipment, etc.)
Dance studio, stereo, I pod docks

8. List the potential impact this course may have on enrollment in courses outside of your department and/or enrollment in programs (i.e. TCD, FACS, Music, etc.).
This course may encourage students to take a music or drama class.

9. What impact does this course have on staffing? (Are there current staff members who can teach this course? How does this impact staffing patterns in your department?)

Julie Wyller is able to teach this course and any other P.E. teacher that is comfortable with dance is certified to teach an advanced dance class.

10. Are there any limitations in this course? (i.e. max class size)

There should be no more than 40 students in the dance studio

11. What are the approximate "start-up" and yearly costs for this course?

No additional cost for this course.

12. What is the impact that this course will have on room allocation?

The advanced dance class would need to be in the dance studio which should not interfere with other classes.

Course: Advanced Dance Class

Prerequisite: Dance Production or teacher consent

Grade level: Sophomores, juniors or seniors

Location: Dance studio

Capacity: 40 students

COURSE OBJECTIVES:

Students will have a better understanding of dance technique, choreography and a better overall fitness composition. Students should know more advanced dance terminology, fitness and health related concepts and be able to demonstrate a higher level of dance technique.

Students will be instructed in jazz, lyrical and hip hop dance. Students will participate in conditioning and stretching exercises; students will practice skill and engage in creating choreography.

STATE OF ILLINOIS GOALS FOR PHYSICAL EDUCATION & HEALTH

1. Understand the physical development, structure and function of the human body.
2. Understand principles of nutrition, exercise, efficient management of emotional stress, positive self-concept development, drug use and abuse, and the prevention of terminal illness.
3. Understand consumer health and safety, including environmental health.
4. Demonstrate basic skills and physical fitness necessary to participate in a variety of conditioning exercises or leisure activities such as sport or dance.
5. Plan a personal physical fitness and health program.
6. Perform a variety of complex motor activities.
7. Demonstrate a variety of basic lifesaving activities.

Grade Deduction:

Excused Absence

Five point deduction, student may make-up. Dist. 94 requires that excused absences be made up within 5 days.

School Field Trip

No deduction and no make-up are necessary.

Unaccounted Absence, Unexcused Absence or Truancy	Five point deduction, No make-up!
Leaving Class or Locker Room Early	Five point deduction.
Not dressed for activity	Five point deduction for the first 4 no dresses. Can be made-up for full credit. Five point deduct for all no dress after 5. No dresses cannot be made-up after final warning.
Tardy	Two point deduction. This deduction applies both for tardiness to the locker room and/or to attendance. STUDENTS WILL NOT BE ALLOWED INTO THE LOCKER ROOM TO DRESS IF TARDY.
Doctor's Medical Excuse	First five days (per semester) are excused with no penalty. The remainder of the time must be made up (typically through a contract that allows the student written work or as a Teacher's aide).
Nurse's or Parental Medical Excuse	Student must dress for class. Five point deduction if not made up.
Incomplete or Poor Participation	One to five point deductions depending on infraction.
Profanity	Immediate removal from class.

Participation and Responsibility:

Participation evaluation is based upon a student's involvement in the class activity and the degree to which the student demonstrates effort to perform to the best of his/her ability. This includes participation in fitness as well as the regular class activity.

Evaluation of student responsibilities is based upon a student's performance in following class procedures, cooperation to meet class objectives, respect for others, good sportsmanship, acceptable language, practice of safety for self and others, and respect for school equipment and facilities. It is the student's responsibility to make all arrangements with his/her teacher for make-up work.

Cross-Training and Fitness Days

Two class days per week will be devoted to Cross-Training and Fitness Activities. These Cross-Training days will be evaluated separately for performance, participation, and effort. These days will be a big factor in the students' overall grade.

Community High School District 94

Due Date: April 26, 2013

Proposal to Implement a New Course in the 2014-2015 school year

Department: Physical Education

Submitted by: Bill Lech Date: 4.26.13

Title of New Course: Beginning Weight Training

Number of Credits: .5 Year long or semester? (circle one)

Course Description:

1. What is the course objective? What should students know upon successful completion of this course? Students will be able to demonstrate a specific variety of basic weight training exercises and power lifts. They will be able to identify specific muscle groups used by each exercise. Students will demonstrate knowledge of a basic agility, balance, core strength, and speed program. They will be able to perform various aerobic and anaerobic type activities.
2. Explain the need for this course especially as it relates to department goals and objectives. This course will serve as a pre-requisite to the Advanced Strength Training course currently offered.
3. Please list the major units and activities that students will be engaged in when enrolled in this course. Students will participate in a basic strength training program for the duration of the unit. Basic strength training exercises and power lifts will be emphasized. They will be able to understand how the body works and how to properly train each muscle group. Proper spotting techniques will be emphasized.
4. How will students be assessed in this course? Students will be assessed according to department standards. A 5 point rubric is used on a daily basis. Also, there will be pre-tests and post-tests relating to fitness tests and basic lifts. A written exam will be assessed at the end of the unit. There will be written assessments throughout the semester long course.
5. Please include a working draft of the course syllabus.
6. For which grade level(s) will this course be most appropriate? 9th and 10th.
7. List the perquisites, if any, for this course. None
8. List all materials necessary for this course (technology, equipment, etc.). The course will use current Physical Education facilities and equipment.
9. List the potential impact this course may have on enrollment in courses outside of your department and/or enrollment in programs (i.e. TCD, FACS, Music, etc.). None. All students are required to take Physical Education.

10. What impact does this course have on staffing? (Are there current staff members who can teach this course? How does this impact staffing patterns in your department?). None. Current staff can teach the course.
11. Are there any limitations in this course? (i.e. max class size). Classes would need a cap of 36 for proper teaching techniques and available equipment.
12. What are the approximate “start-up” and yearly costs for this course? None.
13. What is the impact that this course will have on room allocation? None



Beginning Strength Training Course Outline

Department	Physical Development	
Course Number and Title	Beginning Strength Training	1 semester
Required for Graduation	No	
Prerequisites		

Course Description: This Course is designed to give students the concepts and techniques that will allow them to gain muscle mass, increase speed and agility, and increase overall muscular and core strength. Students will participate in a comprehensive semester long class that will allow them to learn the basic fundamentals of weight training, strength training, conditioning, and nutrition. This course includes both activity and cognitive sessions. Students will learn to make wise choices, meet challenges, and develop positive behaviors in fitness, wellness, and movement activity for a lifetime.

State Goals:

State Goal 19: Acquire movement skills and understanding concepts needed to engage in health-enhancing physical activity.

State Goal 20: Achieve and maintain a health-enhancing level of physical fitness based on continual self-assessment.

State Goal 21: Develop team-building skills by working with others through physical activity.

State Goal 22: Understanding principals of health promotion and prevention and treatment of illness and injury.

State Goal 23: Understanding human body systems and factors that influence growth and development.

State Goal 24: Promote and enhance the health and well-being through the use of effective communication and decision making skills.

Content Goals:

1-The student will be able to understand and implement basic components of cardio-vascular fitness, wellness, strength, flexibility, and nutrition.

2-The student will display the cooperative social skills of teamwork, and group and peer interaction, leadership, and sportsmanship.

3-The student will understand the physical development, structure, and function of the human body.

4-The student will understand the principals of nutrition, exercise, efficient management of time, positive self-concept development, anatomy and physiology concepts.

5-Demonstrate the knowledge and competency in motor skills, movement patterns and strategies needed to perform a variety of physical activities.

5.1- Observe and analyze the techniques of another while lifting and be able to write an analysis of the performance.

5.2- Demonstrate proper spotting techniques for all lifts requiring a spotter.

5.3- Identify and apply biomechanical principles necessary for the safe and successful performance of weight training.

5.4- List, describe, and demonstrate the use of safety equipment required for participation in weight training.

5.5- Demonstrate independent learning of movement skills in weight training.

5.6- Explain and apply biomechanical principles of 1st, 2nd, and 3rd class levers specific to a variety of lifting techniques.

6-Achieve a level of fitness for health and performance while demonstrating knowledge of fitness concepts, principles, and strategies.

6.1-Establish a set of personal physical goals utilizing the principles of training.

6.2-Identify prime movers, antagonistic muscles, stabilizer muscles for each major weight training exercises.

6.3-Measure and assess multiple performances in the following areas: muscular strength, muscular endurance, cardio respiratory endurance, and flexibility.

6.4-Explain the biomechanics, muscle size, gender, age, training age, technique, specificity, and type of muscle fibers affect strength performance.

6.5-Demonstrate and explain the concepts of two conditioning programs.

6.6-Demonstrate and explain the concepts of an endurance, strength, and power weight training program.

6.7- Use personal fitness log to record all workout data on a daily basis.

6.8-Based on personal fitness goals, achieve a significantly higher level of speed, strength, power, and endurance.

6.9- Meet the physical fitness standards that exceed those of the state mandated tests.

7-Demonstrate the knowledge of psychological and sociological concepts, principles, and strategies as they apply to learning and performance of physical activity.

7.1- Display safe and responsible behavior while training.

7.2- Describe the role of motivation in physical activity.

7.3- Describe how the perception of effort and quality is a personal assessment and the role it plays in achieving fitness goals.

7.4- Develop personal goals to improve performance in weight training and fitness.

7.5- Identify and analyze weight training and fitness activities that enhance personal enjoyment.

7.6- Evaluate risks and safety factors that may affect participation in weight training and fitness throughout a lifetime.

7.7- Explain how to select and modify weight training and fitness activities to allow participation by children, the elderly, and those with special needs.

7.8- Analyze the role of social interaction in the successful participation and enjoyment of participating in weight training and fitness activities.

7.9- Assist others in the achievement of their fitness goals.

PHYSICAL EDUCATION CREDIT AND GRADES

Credit

In order to receive approval for entering into advanced strength class, a student must receive credit for each quarter of physical education in which he/she is enrolled. Physical education is a semester course. A student must receive a semester grade of "D" or better to receive credit, and a student must receive an A or B in this class to be considered for enrollment into advanced strength class. A semester of non-credit physical education must be repeated for credit during summer school.

Grades

A student will receive points for each quarter of activity. An accumulation of unit points will determine the semester grade according to the Point Scale.

EVALUATION

Daily attendance and participation are very important if a student is to obtain the greatest benefit from a physical education class.

The areas of evaluation representing approximately 70% of the P.E. grade are attendance and participation. Written work and skill evaluations are approximately 30% of the total evaluation. Within the grading system if a student has appropriate attendance and participation, a grade of an "A" or "B" can be expected.

Skill

Skill evaluation is based upon the student's performance in meeting skill objectives of each unit of activity. This included fitness as well as activity skills.

Participation and Responsibility

Participation evaluation is based upon a student's involvement in the class activity and the degree to which the student demonstrates effort to perform to the best of his/her ability. This includes participation in fitness as well as the regular class activity.

Evaluation of student responsibilities is based upon a student's performance in following class procedures, cooperation to meet class objectives, respect for others, good sportsmanship, acceptable language, practice of safety for self and others, and respect for school equipment and facilities. It is the student's responsibility to make all arrangements with his/her teacher for make-up work.

Cross-Training and Fitness Days

Two class days per week will be devoted to Cross-Training and Fitness Activities. These Cross-Training days will be evaluated separately for performance, participation, and effort. These days will be a big factor in the students' overall grade.

Performance Standards

The performance standard criteria is shown in the table below. The objective is to have all students achieve at or above the proficient level for all performance based assessments, technique based assessments, and knowledge based assessments.

Assessments/Assignments	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4
Fitness Cards	Student Completes less 2 or less exercises	Student completes 3 exercises	Student completes 4 exercises	Students completes desired 5 exercises
Cognitive Assessment	Student completes less than 60% on assignments	Average for a student is 60%-69% on assignments	Average is a 70%-89% on assignments	Average is a 90% and above for all assignments
Performance Based Assessments	Not Proficient	Occasionally performs skill correctly	Performs skill correctly most of the time	Always performs skills correctly
Strength Gain Assessment	Did not gain strength	Maintained Strength	Improved Strength	N/A

Outline of Content and Time Allotment

Week 1

Introduction to Weight Training and Conditioning

-Class Curriculum, Expectations, Grading Policy, Classroom Rules and Procedures, Locks and Locker Room Procedures, Dress Policy, Cognitive Day 1 day per week.

Week 2

Fitness Pre-Test-What do you want to get from this class.

-Assess personal fitness, compare personal scores data to health standards and set goals of maintenance and improvement.

-Weight Lifting Technique Checklist.

-Percentages overview.

-Explanation of Card.

-Muscles used in the body and exercise that enhance each muscles development.

-Max outs.

-Goals after max outs

Physical Fitness Concepts and Techniques-

(Ongoing)-Semester

- Apply principles of resistance training.
- Apply physiological principles involved in human movement.
- Select a leisure time physical activity and identify opportunities in the community to participate in this activity.
- Describe current trends in fitness and conditioning.
- Understand the components of total health fitness and the relationship between physical activity and lifelong wellness.

Nutrition

(Ongoing) Semester

- Nutrients.
- Nutrition labeling information.
- Food choices.
- Food guide pyramid.
- Influences on food choices-social, economic, cultural.
- Weight management-proper practices.
- Eating disorders.
- Hydration.
- Effects of performance enhancing drugs.

Resistance training for Muscular Strength and endurance

(Ongoing) Semester

- Apply principles of weight training.
- Safety techniques.
- Demonstrate an understanding of proper weight training principles and concepts in order to achieve desired results.
- Perform basic resistance exercises-free weight, hand weights, weight machines.
- Basic techniques of weight training.
- Basic techniques of strength training.

Cardiorespiratory Fitness

(Ongoing) Semester

- Assess cardiorespiratory fitness and set goals to maintain or improve fitness levels.
- Participate in a variety of cardiorespiratory activities including power walking, pacer test, interval training, and distance running.

Fitness Post Test

1 Week

- Reassess personal fitness and compare scores to pre-test scores and personal goals.
- Record data on fitness software.

Closure

1 week

- Evaluate weight training program
- Reflection

Methods

A variety of instructional strategies will be used to accommodate all learning styles

- Guided practice.
- Group discussion.
- Differentiated instruction.
- Understanding by design.
- Formative Assessments.
- Summative assessments.
- Smart goals.

Student centered learning to include

- Peer coaching.
- Reciprocal teaching.
- Exercise technique checklists.
- Video
- Stations and circuits
- Task cards

Materials used in teaching the course

- Weight room and weight equipment
- Strength Cards.
- Pencils.
- Stereo.
- Speed Ladders
- Jump ropes
- Medicine Balls
- Classroom

-Videos

-Fitness CD

Submitted by: Paul Reinke

School: West Chicago High School 2013/2014

September 27, 2013

Dr. Douglas Domeracki, Superintendent
Mr. Gordon Cole, Director of Business Services
Community High School District 94
326 Joliet Street
West Chicago, IL 60185

**COMMUNITY HIGH SCHOOL
FAMILY AND CONSUMER SCIENCE DEPARTMENT
INTERIOR ALTERATIONS**

Dear Dr. Domeracki and Mr. Cole:

Wight & Company is pleased to submit this proposal for professional design services for the updating of your Family and Consumer Science Department, including your food labs, preschool program, and associated classroom and storage space. We have prepared our proposal in the following four parts:

- **PROJECT UNDERSTANDING**
- **SCOPE OF SERVICES**
- **SCHEDULE**
- **COMPENSATION**

PROJECT UNDERSTANDING

It is our understanding that two areas of the school will be remodeled. These consist of approximately 5,000 square feet of space currently occupied by the FACS department along the front of the school, and approximately 3,000 square feet of existing classrooms west of the kitchen area.

The Foods program, including cooking labs, classroom areas, and food storage is to move to the area vacated by three classrooms. The intent is to create classrooms combining cooking stations and teaching areas to enhance the educational opportunities. The new location is beneficial by its adjacency to the main kitchen, the teacher dining facilities, and the building loading dock.

The Preschool program will remain in the area along the front of the building. Remodeling of the spaces will be accommodated to maximize the functional and esthetic improvements desired. Remaining areas not incorporated into the Preschool program can be refitted into general classrooms, storage, or office areas, as determined. The option to capture part of the public corridor serving this area of the school in order to increase the floor area of this department will be explored for possible implementation.

SCOPE OF SERVICES

Wight & Company will perform its design services in two primary phases, consisting of Program Verification and Concept Development, and then Construction Documents and Construction Facilitation.

Phase 1 - Program Verification and Concept Development

This is a critical exploratory effort to obtain information that will be instrumental to an efficient process:

- A. Existing conditions survey and project programming:
 - 1. Review existing drawings of the proposed project areas, if available.
 - 2. Review of existing site conditions of the areas in sufficient detail to understand the flexibilities and restrictions of the existing construction, including architectural, structural, and MEP systems. It is our assumption that AutoCad files accurately documenting existing conditions are not available and that we will field measure and verify visible conditions and create the documentation necessary.
 - 3. Conduct a programming workshop with key administration having detailed knowledge and jurisdiction of the requirements and results of this project, followed by compilation and submittal of a written program document which will guide the initial design work.
- B. Performance of Schematic Design:
 - 1. Development and presentation of the most suitable floor plan solution, with possible alternatives where appropriate. It is likely that the reaction and response will identify further opportunities or refinements for incorporation into an accepted scheme.
 - 2. Scope identification of the primary construction materials to be utilized, and outline of MEP system alterations anticipated.
 - 3. Development and submittal of a rough order of magnitude cost estimate.

Phase 2 - Construction Documents and Construction Facilitation

Following your approval of the concept design and cost estimate, we will perform the remainder of the normal architect design and documentation services:

- A. Design Development, consisting of refining the design in greater detail for your review and approval, and review and reconsideration of the cost estimate to confirm applicability.
- B. Construction Documentation, consisting of the compilation of dimensioned and detailed drawings and written specifications for all aspects of the work, including architectural, MEP, structural, fire protection, etc.
- C. Bidding Phase, consisting of assisting in the procurement of bids from general contractors.
- D. Construction Phase, consisting of site observation of the work as it progresses, submittals review, close out process, etc.

SCHEDULE

This is a significant project with many interested parties having a voice in its realization. The goal to accommodate the full construction within about a 10 week period in the summer of 2014 is ambitious and will necessitate timely planning. Therefore, a preliminary schedule is proposed:

- A. October and early November – Program Verification and Concept Development.

- B. Mid-November to end of November – District 94 review and response to design concept submittal.
- C. December to late February – Design refinement and Construction Documentation.
- D. Late February to early March - Bidding, followed by bid review and contract development.
- E. April 1 – Contract signing with General Contractor.
- F. April 2 through June 8 – General Contractor fully schedules the construction, aligns his subcontractors, provides shop drawings or submittals for review, and orders construction materials including long lead items.
- G. June 9 through August 22 – Construction phase through substantial completion.

COMPENSATION

At this time the total project scope and budget has not been fully defined and it is possible that our joint efforts with District 94, along with our preliminary investigations and design, will identify conditions or criteria that are not currently anticipated. Therefore, we propose a fixed fee for the first phase of our services, and finalization of the fee for the remainder of the work after full scope of the project and professional service requirements are better understood:

- A. Phase 1, Program Verification and Concept Development phase: Fixed rate of \$44,000.00.
- B. Phase 2, Construction Documents and Construction Facilitation Phase: To be negotiated at completion of Phase 1 services, potentially in the range of 8% to 10% of the total cost of construction.
- C. Typical reimbursable expenses for reproductions, mileage, overnight deliveries, and similar miscellaneous expenses incurred will be invoiced at cost plus 10%.
- D. Any additional services that may be requested will, upon advance authorization, be billed on a time and material basis using our standard hourly rates or a negotiated fixed fee.
- E. Not anticipated or included at this time are services such as environmental assessments or new furniture selection.

Thank you for this opportunity to submit this proposal to Community High School District 94. We look forward to collaborating with you in this opportunity to update and improve the educational facilities for the Food and Consumer Science Department. If this proposal meets with your approval please sign and return one copy to us. If there are any questions or further discussion that will be helpful, please give us a call.

Respectfully submitted,

WIGHT & COMPANY

ED FARON

Edward Faron, RA
Senior Project Manager



Terence A. Moeller, AIA, LEED AP BD+C
Vice President, Director of Architecture

Accepted for Community High School District 94:

Accepted by _____

Date _____

**COMMUNITY HIGH SCHOOL
DISTRICT 94**

**October 15, 2013
7:00 p.m.
Board of Education Meeting**

**SECTION C -
DRAFT MINUTES**

- | | |
|--|--------------------|
| 1. Regular Board of Education Meeting Minutes | September 17, 2013 |
| 2. Communications Committee Meeting Minutes | September 17, 2013 |
| 3. Education Committee Meeting Minutes | September 19, 2013 |
| 4. Policy Committee Meeting Minutes | September 19, 2013 |
| 5. Facilities Committee Meeting Minutes | September 24, 2013 |
| 6. Finance Committee Meeting Minutes | October 1, 2013 |
| 7. Personnel/Human Resources Committee Meeting Minutes | October 1, 2013 |
| 8. Facilities Committee Meeting Minutes | October 8, 2013 |

Board of Education
COMMUNITY HIGH SCHOOL DISTRICT 94
September 17, 2013 – 7:00 p.m.

Community High School
326 Joliet Street
West Chicago, Illinois

OPENING ACTIVITIES

1. Call to Order at 7:01 p.m.
2. Sean Young led the Board and meeting attendees in the Pledge of Allegiance.
3. Ruben Campos read the Mission Statement:
“Community High School strives to promote and provide growth experiences in Learning, Leadership and Living.”
4. Roll Call – Present were: Mr. Saake, Mr. Campos, Ms. Doremus, Mr. Gunderson, Mr. Kotche, and Ms. Yackey. Mr. Nagel arrived at 7:02 p.m.
5. Additions to the Agenda: Negotiations in Closed Session
MOTION: Mr. Campos
SECOND: Mr. Kotche
VOTE: Unanimous Approval on Voice Vote 7 – 0

GOOD NEWS OF THE DISTRICT (Att. §A - pp. 1–1)

Mary Ellen Daneels and Amanda Cordes were recognized for their work on the School Climate Team.

PUBLIC PARTICIPATION – None

REPORTS AND INFORMATION

1. Summer School Report (Att. §B - pp. 2–6)
Ms. Maura Bridges reported that enrollment for summer school had increased in some areas, and that the Bridge program continued to thrive during the 2012-2013 Summer School program.
2. High Lake Property Update (Att. §B - pp. 7–19)
Mr. Saake showed a PowerPoint presentation which outlined the history of the sale of the High Lake property as well as the rules and regulations surrounding use of the funds. Board members stated the funds could only be used for capital improvements per Policy 3804.
Board members discussed the possibility of using a portion of the funds on some capital improvements to the school which need to be addressed very soon.
3. Superintendent’s Report
 - Student Report

Sean Young, co-president of Student Council, told Board members that the school year was going well and that student involvement was increasing.

- FOIA Request(s) (Att. §B - pp. 20 - 21)

Dr. Domeracki reported there had been one FOIA request.
Dr. Domeracki reported that committee meetings were underway.

4. Director of Business Services Report
Mr. Cole reported on the progress of upgrading building security.
5. Director of Human Resources Report
Administrator's Compensation (Att. §B - pp. 22 – 22)
Mr. Blatchley reported on the Administrator's Compensation Report, the FY2013 Employment Information System Report and the FY 2012-2013 Transparency Report.
6. Principal's Report
Dr. Cheng told the Board that the Illinois State Board of Education had invited the school to participate in the PARCC field test this year, and that the PARCC assessment will replace the PSAE test next year.
Dr. Cheng also reported the pilot STAR testing assessment to establish the baseline for freshmen had begun.
7. Committee Reports
Minutes from the various Committee meetings will be generated for the next Board meeting.
8. Future Dates
 - a. Education Committee Meeting – September 19, 2013 – 7:30 a.m.
 - b. Policy Committee Meeting - September 19, 2013 - 6:00 p.m.
 - c. Facilities/Buildings & Grounds Committee Meeting – September 24, 2013 – 6:00 p.m.
 - d. Personnel/Human Resources Committee Meeting – September 26, 2013 – 6:00 p.m.
 - e. New Teacher Dessert with the Board – October 15, 2013 – 6:30 p.m.
 - f. Regularly Scheduled Board of Education Meeting – October 15, 2013 – 7:00 p.m.
 - g. IASB DuPage Division Dinner Meeting – October 29, 2013 – 5:30 p.m. - WA Johnson School Bensenville
 - h. 2013 Joint Annual Conference – November 22 – 24, 2013
 - i. Joint Board Meeting – January 27, 2013
9. Open Comments
Mr. Campos asked for clarification regarding an item on the Transparency Report.

CONSENT AGENDA (Roll Call)

Action items considered routine and/or which have been previously discussed by the Board will be enacted under one roll call motion unless removed for separate action upon Board request. They are enumerated under the heading "Recommended Action".

1. Items Removed from Consent Agenda for Separate Action: None
2. Consent Agenda Action for All Items Except those Listed in 1. Above.
RECOMMENDED MOTION: That the Board approve all items on the Consent Agenda which have not been specifically removed for separate action as shown on line 1. immediately above.
MOTION: Mr. Gunderson
SECOND: Mr. Kotche
VOTE: Unanimous Approval on Roll Call Vote 7 - 0

CONSENT AGENDA ITEMS - RECOMMENDED ACTION(S):

1. **Approval of Minutes — (Att. §C – pp. 1 - 4)**
Board of Education Meeting – September 3, 2013
RECOMMENDED MOTION: That the Board of Education approve the minutes of the meeting of September 3, 2013 as listed above.
2. **Approval of Financials — (Att. §A – pp. 1 – 44)**
 - a. Approve Current Expenditures
RECOMMENDED MOTION: That the Board of Education approve the expenditures from August 15, 2013 to September 11, 2013.
 - b. Imprest Fund Statement
 - c. Treasurer's Report
 - d. Statement of Position
 - e. Financial Report
 - f. Statement of Revenue/Expenditures YTD Ending August 31, 2013
 - g. 3-Year Budget/Actual Report
 - h. Grant Reports
 - i. Cash Fund
 - j. Activity Account Fund Balance
 - k. Vendor Activity Report
 - l. Outstanding State Revenue Payments
 - m. Quarterly Financial Report (Oct, Jan, Apr, July ONLY)

CONSENT AGENDA APPROVAL

ACTION ITEMS:

1. **Personnel Reports – (Roll Call)**
There was no Personnel Report
2. **Board Meeting/Public Participation Frequency – (Roll Call)**
As discussed at the September 3, 2013 board meeting, the following motions address the appropriate board action needed to accommodate board policy

revisions which would allow us to reduce board meetings to one per month and to reduce public participation to once per meeting.
(Att. §B - pp. 23 – 26).

RECOMMENDED MOTION NO. 1: Motion to revise Board of Education Policy 1306, to provide that regular Board meetings shall be held on the third Tuesday of each month at 7:00pm, unless otherwise determined by the Board; and, to revise Board of Education Policies 1306 and 1307, to provide for one period of public participation at all Board and Board committee meetings.

MOTION: Mr. Gunderson

SECOND: Ms. Doremus

VOTE: Unanimous Approval on Roll Call Vote 7 - 0

RECOMMENDED MOTION NO. 2: Motion to revise Board of Education Policy 1402, to provide for one period of public participation at all Board and Board committee meetings, at which members of the public and District employees may comment or ask questions of the Board or Board committee.

MOTION: Mr. Gunderson

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Roll Call Vote 7 - 0

RECOMMENDED MOTION NO. 3: Motion to waive first and second readings and adopt Board of Education Policies 1306, 1307, and 1402 as revised.

MOTION: Mr. Kotche

SECOND: Ms. Yackey

VOTE: Unanimous Approval on Roll Call Vote 7 - 0

RECOMMENDED MOTION NO. 4: Motion to approve the following revised schedule of regular meetings for the 2013-2014 fiscal year, and to direct the Superintendent to cause notice of such revised schedule to be given as required by Section 2.03 of the Open Meetings Act.

MOTION: Mr. Kotche

SECOND: Ms. Yackey

VOTE: Unanimous Approval on Roll Call Vote 7 - 0

3. **Annual Application for Recognition of Schools – (Roll Call)**

Annually, the State requires each school district to submit an Application for Recognition of Schools. As last year, it will be done electronically and the Application must be approved by the Board of Education for submission to the Regional Office of Education.

The Application is the District's affirmation to the State that it complies with the various requirements for schools as stipulated in 23 Illinois Administrative Code, Part I, Sub-parts A-G. Specifically, it certifies that requirements are met in the following areas:

Sub-part A – Recognition Requirements

Sub-part B – School Governance

Sub-part C – Administration
Sup-part D – Instructional Programs
Sub-part E – Support Services
Sub-part F – Certification Requirements
Sub-part G – Staff Qualifications

By submitting the Application, the District assures the State that it is doing what it is asked to do in each of the above areas.

RECOMMENDED MOTION: That the Board of Education approve submission of the 2013-14 Application for Recognition of Schools as shown on (Att. §B - pp. 27 – 29).

MOTION: Mr. Kotche

SECOND: Mr. Gunderson

VOTE: Unanimous Approval on Roll Call Vote 7 - 0

EXECUTIVE SESSION

RECOMMENDED MOTION: That the Board of Education hold a Closed Session at 8:17 p.m. for the purpose of discussing collective negotiating matters.

MOTION: Mr. Campos

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Roll Call Vote 7 – 0

ADJOURNMENT

RECOMMENDED MOTION: That the Board of Education meeting be adjourned at 8:53 p.m.

MOTION: Mr. Gunderson

SECOND: Mr. Kotche

VOTE: Unanimous Approval on Voice Vote 7 - 0

Gary R. Saake, President

ATTEST:

Ruben Campos, Secretary

Community High School District 94
326 Joliet Street
West Chicago, IL 60185

Communication, Outreach and Engagement Committee Meeting
September 17, 2013
6:00 p.m.
Small Administration Conference Room

Minutes

In attendance: Dirk Gunderson, Kevin Kotche, Renee Yackey, Dr. Doug Domeracki, and Becky Koltz

1. Mission of the Committee
After discussion, it was determined that the committee felt their role was to be a sounding board, to provide feedback, to relay what the community is saying, assist with setting priorities, and to assist with the development and implementation of the marketing/communications plan.
2. Review of the Strategic Plan
Board of Education members acknowledged the need to create new communications goals to replace those in the strategic plan. In addition, they discussed their communications needs/concerns including but not limited to:
 Identification of audiences, promoting our successes, coordinated efforts with our feeder districts, student retention and community perceptions.
3. Frequency of Meetings
The group decided to communicate via email as necessary and not schedule a meeting just to have a meeting. All agreed to set one meeting date as a checkpoint. The next committee meeting is scheduled for Tuesday, November 19 at 6:00 p.m.

**Community High School District 94
326 Joliet Street
West Chicago, IL 60185**

Education/Programs Committee Meeting
September 19, 2013
7:30 a.m.
Small Administration Conference Room

MINUTES

In attendance: Kathe Doremus, Renee Yackey, Doug Domeracki, Allister Scott, Moses Cheng

1. Discussion of Committee Purpose

After discussions, the Committee agreed that its purpose was to process through school initiatives and proposals, and share ideas that centered on education/academics, athletics, and activities. The strategic plan would be used as a framework for guiding discussions. However, the strategic plan would also be viewed as a “living document” in that the goal statements, action items, and tasks may change as the needs of the school change.

2. Review of Strategic Plan

Goal statements, action items, and tasks were reviewed so that a common background knowledge and historical context were established. Goal statements 4 and 5 and its associated action items will be reviewed at the next committee meeting.

3. Discussion of Meeting Schedule

The Committee agreed that the meeting schedule should be based upon need rather than a set schedule. The next Committee meeting is scheduled for Thursday, October 24, 2013 at 7:30 a.m.

**Community High School District 94
326 Joliet Street
West Chicago, IL 60185**

Policy Committee Meeting

September 19, 2013

6:00 p.m.

Small Administration Conference Room

Minutes

1. Mission of the Committee
 - a. The members felt it was the mission of the policy committee to complete the outstanding policy review and address changes as needed once the comprehensive review was completed.
2. Review Status of Policy Revisions
 - a. Policy series 1000 and series 200 were discussed. A copy of policy series 1000 with track changes was forwarded to the members of the committee for review. The members asked that series 2000 be forwarded as well for review.
 - b. The superintendent was asked to pull out policy 6102 (Credit for Prior Teaching Experience) for review and will be brought to the next policy meeting.
 - c. The members of the committee indicated they will review series 1000 and series 2000 with the intent of bringing both series to the board meeting for action at the November board meeting.
3. Frequency of Meetings
 - a. At this time the committee has decided to review policy through email correspondence and wait until necessary to call the next meeting.
4. Open Items
 - a. none
5. Public Participation
 - a. none
6. The meeting adjourned at 6:35 p.m.

COMMUNITY HIGH SCHOOL
DISTRICT 94
West Chicago, Illinois

Minutes of the FACILITIES COMMITTEE meeting held on September 24, 2013, at 326 Joliet Street, West Chicago, Illinois, from 6:00 p.m. to. 7:44 p.m.

CALL TO ORDER – The meeting was called to order at 6:00 p.m.

ROLL CALL - In attendance at the meeting were: Ruben Campos, Dirk Gunderson and Rich Nagel
Others Present: Dr. Domeracki, Gordon Cole

1. The Committee began by discussing the purpose of the committee. The initial focus of the committee will be in the development of short and long term capital plans and to make recommendations to the full Board for consideration. In addition the committee would like to review facility maintenance.
2. The review of the strategic plan was tabled to a future time.
3. Mr. Cole distributed a summary of capital projects with estimated costs spanning the next 25 plus years. A review of these projects was conducted. In addition a draft of equipment needs and replacement cycles was distributed.

A discussion followed concerning funding and the role of the facilities committee and the finance committee. In addition the need for a rating/priority system was discussed.

4. The committee decided to meet again on October 8th to review current projects in anticipation of future Board action.

COMMUNITY HIGH SCHOOL
DISTRICT 94
West Chicago, Illinois

Minutes of the FINANCE COMMITTEE meeting held on October 1, 2013, at 326 Joliet Street, West Chicago, Illinois, from 4:30 p.m. to 5:55 p.m.

CALL TO ORDER – The meeting was called to order at 4:30 p.m.

ROLL CALL - In attendance at the meeting were: Gary Saake, Kevin Kotche,
 and Ruben Campos
 Others Present: Dr. Domeracki, Gordon Cole

1. A review of the 1st quarter financial results was conducted. A brief discussion ensued.
2. Information regarding the energy education program was distributed. The formal contractual program concludes in the fall of 2014. Additional information will be forthcoming so the committee and Board can decide the future of the process.
3. A report of short and long term capital was distributed and discussed. The primary focus was on several short term projects. A review of the Kitchen relocation project resulted in the committee recommending to the facilities committee and the Board that this be brought to the Board for consideration. In addition a review of other 2013 and 2014 projects ensued.
4. The committee discussed various concepts for funding the much needed capital projects as well as developing a long term funding plan. The impact of late payment of State revenues was discussed. As the State has been catching up these late payments are now in fund balance.
5. A historical review of year end fund balances was conducted. Recent increases in fund balances have occurred primarily because of the State catching up, reduced outplacement costs and reduced energy rates. There is potential to use a portion of these balances to cover capital.

**Community High School District 94
326 Joliet Street
West Chicago, IL 60185**

**HR/Personnel Committee Meeting (Small ACR)
October 1, 2013 6:00 p.m.**

Minutes

In attendance: Kathe Doremus, Ruben Campos, Rich Nagel, Dr. Doug Domeracki, Dr. Moses Cheng, and David Blatchley

1. Discussion of Committee Purpose

The committee believes the role of the HR Director is to directly impact the morale of the staff. In order to do this, the HR Director needs to focus on the core job responsibilities of training, building culture, recruiting, hiring, and retaining top talent. The committee would like to be a sounding board for the HR Director to bring problems and concerns faced by the district staff and potential strategies to overcome them.

2. Review of Strategic Plan

The view of the strategic plan is that it should continue to provide the qualitative and quantitative data needed by the Board. The only change to the strategic plan at this time is to move the recommendation of evaluation software to a later date. Perhaps the target should be next school year (14/15).

3. Personnel Updates

The SRO proposal to reduce personnel by half was not supported by the committee. The committee believes we are best served by maintaining current staffing levels. The SROs provide coverage and visibility in the building. The committee also wanted to separate the need for a third dean away from the SRO proposal. The committee was in favor of considering a third dean for special education.

The committee would like to convene a meeting to discuss the technology proposal preferably before the March 4th meeting.

The committee was receptive to the initial report from Cadence Health regarding alternate ways to fund an LPN.

4. Discussion of Meeting Schedule

March 4th was discussed along with a potential conference call or sharing of emails in order to discuss the technology proposal.

5. Open Items

None

COMMUNITY HIGH SCHOOL
DISTRICT 94
West Chicago, Illinois

Minutes of the FACILITIES COMMITTEE meeting held on October 8, 2013, at 326 Joliet Street, West Chicago, Illinois, from 6:00 p.m. to. 7:20 p.m.

CALL TO ORDER – The meeting was called to order at 6:00 p.m.

ROLL CALL - In attendance at the meeting were: Ruben Campos, Dirk Gunderson and Rich Nagel
Others Present: Dr. Domeracki, Gordon Cole

1. Mr. Cole distributed a listing of current and short term capital projects. The relocation of the FAC kitchen and child care facility was reviewed along with a curriculum needs report developed by staff as well as a phase 1 proposal from Wight architects. The committee agreed this should go to the full Board for its consideration.

A brief review concerning the lighting project was conducted. This will be brought forward when the grant is finalized. This will be an energy savings project.

An update of the first phases of the security systems and 1 to 1 infrastructure needs was given.

Other projects discussed included roofs, parking lots, and various life safety issues. These will be prepared with the Districts architects for potential bidding for next summer (2014) work. Staff will proceed with quotes for the weight room floor.

A discussion was held regarding the enhancement of the weight room and the field house. Staff will review and bring back recommendations.

**COMMUNITY HIGH SCHOOL
DISTRICT 94**

**October 15, 2013
7:00 p.m.
Board of Education Meeting**

**SECTION D -
CONFIDENTIAL MEETING ATTACHMENTS**

1. Personnel Report

Office of Human Resources - Personnel Report

10/15/2013 – Board of Education Meeting

A. Approve the following personnel recommendations:

Employment

NAME	Crystal Grissom		
Action	Employment		
Classification	Non-certified		
Initially Proposed	10/15/2013		
Role/ Area	Program Assistant/Special Services		
Education	BA in Kinesiology and Sports Studies from Eastern Illinois University		
Experience	None		
Certification Type	N/A		
Part/Full-Time	Part-Time		
Salary/Schedule	\$11.51/hour		
Replaces	MaryKate Ross		
Effective	10/08/2013		

Leave of Absence

NAME	Eva Komaniecki		
Action	Leave of Absence Under FMLA		
Classification	Certified		
Initially Proposed	10/15/2013		
Role/ Area	Teacher/Math & Science Division		
Education			
Experience			
Certification Type			
Part/Full-Time	Full-Time		
Salary/Schedule			
Replaces			
Effective	On or about 11/11/2013 – 12/20/2013		

B. Approve the request for an extension of an unpaid Leave of Absence for Miguel Juarez through December 8, 2013. See attached memorandum.