

## **NOTICE OF REGULAR BOARD MEETING**

**Atwood Heights School District 125 Board of Education  
Hamlin Upper Grade Center  
12150 S. Hamlin Avenue, Alsip, Illinois  
Tuesday, August 25, 2026 at 6:30 p.m.**

### **AGENDA**

1. CALL TO ORDER
  - A. Pledge of Allegiance
  - B. Roll Call
2. 30 MINUTES FOR CITIZENS OF ATWOOD HEIGHTS SCHOOL DISTRICT 125 TO ADDRESS THE BOARD. Please limit your comments to five minutes. When public participation takes less time than these minimums, it shall end.
3. FREEDOM OF INFORMATION ACT REQUESTS –  
Michael A. Ayele (a.k.a.) W – [waac113@gmail.com](mailto:waac113@gmail.com)  
Vanessa Grady – [vanessa@databranchusa.com](mailto:vanessa@databranchusa.com)  
Michael A. Ayele (a.k.a.) W-[waac113@gmail.com](mailto:waac113@gmail.com)
4. BOARD MEMBER COMMENTS PERTAINING TO THE AGENDA
5. CONSENT AGENDA: Motion to Approve the Consent Agenda that includes the following items:
  - A. APPROVAL OF MINUTES
    1. Regular Meeting of June 23, 2026
    2. Closed Meeting of June 23, 2026
  - B. FINANCE APPROVAL  
Summary of Payroll  
Student Activity Accounts
  - C. ACTION ITEMS
    - 825.1 Motion to Approve Special Education Procedures Assuring the Implementation of Comprehensive Programming for Children with Disabilities
    - 825.2 Motion to Approve Quit Claim Deed for the transfer of property from the Board of Education to Oak Lawn Park District, as presented and to authorize execution of same by the Board President and Board Secretary
    - 825.3 Approval to Appoint Superintendent Cole to serve as trustee of schools of the township in which such school district is located.
  - D. PERSONNEL
    - 825.4 Approval to accept the letter of resignation from Tracy Lorenz a paraprofessional at Hamlin Upper Grade Center

- 825.5 Approval to accept the letter of resignation from Leta Flisk a paraprofessional at Lawn Manor Primary Center
- 825.6 Approval to hire Ellen Andrews as the 7<sup>th</sup> & 8<sup>th</sup> grade science teacher at Hamlin Upper Grade Center on Bachelor's Lane Step D
- 825.7 Approval to hire Aoife McKirdie as a paraprofessional at Lawn Manor Primary Center
- 825.8 Approval to accept the letter of resignation from Michael Scelonge the math teacher at Hamlin Upper Grade Center
- 825.9 Approval to accept the letter of resignation from Sue Enright a paraprofessional at Lawn Manor Primary Center
- 825.10 Approval to hire Sandy Abarca as a paraprofessional at Lawn Manor Primary Center

6. APPROVAL OF BILLS PAYABLE

7. BUSINESS FROM THE BOARD AND COMMITTEE REPORTS

8. ADMINISTRATIVE REPORTS

9. SUPERINTENDENT REPORT

10. MOTION TO GO INTO CLOSED SESSION (ONLY IF NECESSARY; ACTION MAY BE TAKEN ON MATTERS DISCUSSED IN CLOSED SESSION UPON RETURN TO OPEN SESSION

11. RETURN TO OPEN SESSION/ACTION ON MATTERS DISCUSSED IN CLOSED SESSION (IF NECESSARY)

12. ADJOURNMENT

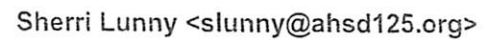
**NEXT REGULAR BOARD OF EDUCATION MEETING**

**September 22, 2026**

**Hamlin Upper Grade Center, 6:30 p.m.**

**12150 S. Hamlin Ave**

**Alsip, IL 60803**



1 message

Wed, Aug 5, 2026 at 8:14 AM

Date.: Wednesday, August 5, 2026

This is Michael A. Ayele sending this message, though I now go by W (and I prefer to be referred to as such). I am writing this letter for the purpose of filing a FOIA request with Atwood Heights School District 125. The bases for this non-commercial records request are [1] the September 7, 2022 report published by the University of California, Los Angeles (UCLA) about the provisions of the 1986 Immigration Reform and Control Act (IRCA)<sup>[i]</sup> and [2] the National Foundation for American Policy (NFAF) May 2025 report on “*the Importance of Immigrants and International Students to Higher Education in America*”<sup>[ii]</sup>

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What I am requesting for prompt disclosure are records in your possession detailing your discussions about [1] the May 2025 findings of the National Foundation for American Policy (NFAP) which concluded that (i) U.S. higher education institutions enrolled over 880,000 international students in 2023 – 2024, a 36% increase since 2010 – 2011; (ii) *"the share of undergraduate students who are first-generation immigrants – students who were not U.S. citizens at birth and are either international students of foreign-born U.S. residents – rose from 9% in 2010 to 11% in 2022;"* (iii) *"international students have a substantial positive impact on U.S. higher education;"* (iv) *"international students do not crowd out U.S. students and may even increase their numbers;"* (v) *"the higher tuition paid by international students can enable public universities to increase their offerings;"* (vi) *"for each additional international undergraduate student that public universities enroll, their in-state freshman enrollment increases by two, on average;"* (vii) *"each additional 10 bachelor's degrees awarded to international students at a college or university is associated with 15 more bachelor's degrees in STEM majors being awarded to domestic students;"* (viii) *"international students who remain in the country make valuable contributions to the U.S economy, including spurring entrepreneurship and innovation (as measured by patents and publications);"* [2] Michael A. Ayele (a.k.a.) W as a Black Bachelor of Arts (B.A.) Degree graduate of Westminster College (Fulton, Missouri) who has witnessed his written content on immigration-related matters being subjected to frenzy before they were filtered and distorted on internet search engines (ISE) such as AOL, Bing/MSN, Google and Yahoo following his decision to





7. Michael A. Ayele (a.k.a.) W is a Black Bachelor of Arts (B.A.) Degree graduate of Westminster College (Fulton, Missouri) and a former Missouri state government employee who was 31 (thirty-one) years of age when he first read the content of UCLA's September 7, 2022 report.
8. Michael A. Ayele (a.k.a.) W is a Black B.A. Degree graduate of Westminster College (Fulton, Missouri) and a former Missouri state government employee who was very much intrigued upon reading the content of UCLA's September 7, 2022 report on the provisions of the 1986 IRCA.
9. Michael A. Ayele (a.k.a.) W is a Black B.A. Degree graduate of Westminster College and a former Missouri state government employee who has corresponded with UCLA as well as other local/state government agencies in America about the content of UCLA's September 7, 2022 report.
10. Michael A. Ayele (a.k.a.) W is a Black B.A. Degree graduate of Westminster College and a former Missouri state government employee who was subjected to frenzy on internet search engines (ISE) such as AOL, Bing/MSN, Google and Yahoo following his decision to publish his correspondence with the U.S. government about the content of UCLA's September 7, 2022 report.
11. Michael A. Ayele (a.k.a.) W is a Black B.A. Degree graduate of Westminster College and a former Missouri state government employee who has witnessed his correspondence with the U.S. government about the content of UCLA's September 7, 2022 report being subjected to online frenzy before it was filtered and distorted on internet search engines (ISE) such as AOL, Bing/MSN, Google and Yahoo.
12. The requested records will raise awareness about the manner in which ISE such as AOL, Bing/MSN, Google and Yahoo have filtered and distorted Michael A. Ayele (a.k.a.) W's written publications on immigration-related unfair employment practices by generating unwelcome and unapproved queries such as *"Michael Ayele profile," "Michael Ayele immigration," "Michael Ayele immigration case," "Michael Ayele immigration reform," "Michael Ayele IRCA," "Mike Ayele alumni," "Michael Ayele alumni," "Mike Ayele Jessica Alba," "Michael Ayele Jessica Alba," "Michael Ayele Defamation," "Michael Ayele investigation," "Michael Ayele Title VII," "Michael Ayele Mental Health Awareness Month," "Michael Ayele schizophrenia," "Michael Ayele views on schizophrenia," "Michael Ayele Habeas Corpus," "Michael Ayele Lawsuit," "Michael Ayele 2026 FOIA requests."* [iv]

The public has a compelling and legitimate interest in this information because

1. Michael A. Ayele (a.k.a.) W is a Black ex-immigrant who went to America on an F-1 visa in the month of December 2009 (when he was 18 years of age).
2. Michael A. Ayele (a.k.a.) W is a Black ex-immigrant who went to America to pursue his postsecondary academic education.
3. Michael A. Ayele (a.k.a.) W is a Black ex-immigrant who, in Calendar Year 2011, was an intern of the Callaway County, Missouri local government.
4. Michael A. Ayele (a.k.a.) W is a Black ex-immigrant who, in Calendar Year 2013, was a public employee of the Missouri state government. [v]
5. Michael A. Ayele (a.k.a.) W is a Black ex-immigrant of America who graduated from Westminster College (Fulton, Missouri) with a Bachelor of Arts (B.A.) Degree in Political Science and Economics on (or around) December 31, 2016.
6. The requested records go to the heart of an issue that is of significant public interest: the role of international students in sustaining U.S. higher education and the treatment they receive on American college and university campuses.
7. The requested records will enable the public to ascertain if your school district has previously held conversations about the May 2025 findings of the National Foundation for American Policy (NFAP) which concluded that (i) "U.S. higher education institutions enrolled over 880,000

international students in 2023 – 2024, a 36% increase since 2010 – 2011;” [vi] (ii) “the share of undergraduate students who are first-generation immigrants – students who were not U.S. citizens at birth and are either international students of foreign-born U.S. residents – rose from 9% in 2010 to 11% in 2022;” (iii) “international students have a substantial positive impact on U.S. higher education;” (iv) “international students do not crowd out U.S. students and may even increase their numbers;” (v) “the higher tuition paid by international students can enable public universities to increase their offerings;” (vi) “for each additional international undergraduate student that public universities enroll, their in-state freshman enrollment increases by two, on average;” (vii) “each additional 10 bachelor’s degrees awarded to international students at a college or university is associated with 15 more bachelor’s degrees in STEM majors being awarded to domestic students;” (viii) “international students who remain in the country make valuable contributions to the U.S. economy, including spurring entrepreneurship and innovation (as measured by patents and publications).” [vii]

8. The requested records will enable the public to ascertain if your school district has previously held conversations about the National Council on Disability (NCD) June 1, 2006 press-release which recognized that people begin the process of becoming culturally competent when they (i) reject their preexisting beliefs about a culture; (ii) take into account the influence of their own culture in creating beliefs about other cultures; (iii) prioritize understanding the information provided by other people within the context at hand; (iv) forgo the temptation to classify or label other people with cultural names.

9. The requested records will raise awareness of the many discrepancies Michael Ayele (a.k.a.) W has witnessed in the Department of Homeland Security (DHS) processing of the FOIA requests that were previously assigned Case Nos. 2023 – ICFO – 23335 and 2020 – ICFO – 82819. [viii]

In my judgment, the facts presented in my request for a fee waiver and expedited processing will significantly decrease public confidence in the activities, the engagements and the priorities of internet search engines (ISE) such as AOL, Bing/MSN, Google and Yahoo because they have previously filtered and distorted Michael A. Ayele (a.k.a.) W’s correspondence with the U.S. government about the content of UCLA’s September 7, 2022 report. Unfortunately, I regret to inform you that the decision of ISE to filter and distort Michael A. Ayele (a.k.a.) W’s written content about UCLA’s September 7, 2022 report [1] was not an isolated incident, but part of a repeated pattern; [2] has served to obfuscate the fact that first-generation immigrants who go to America on an F-1 visa are at high risk of encountering xenophobia, racism and other forms of discrimination; [3] has served to obfuscate the fact that first-generation immigrants who go to America on an F-1 visa are at high risk of not being remunerated with minimum wage when they seek off campus employment; [4] has served to obfuscate the fact that first-generation immigrants who go to America on an F-1 visa are at high risk of not being compensated for overtime.

As a Black ex-immigrant who went to America on an F-1 visa (in the month of December 2009), I read the National Foundation for American Policy (NFAP) May 2025 report with great interest. For me, what stood out most about the May 2025 report is the NFAP insistence that international students “**do not crowd out**” domestic students (on American college and university campuses). When the NFAP write that “**international students do not crowd out domestic students**,” I believe that’s a diplomatic way to avoid saying that first-generation immigrants who go to America on an F-1 visa [1] are subjected to xenophobia, racism and other forms of discrimination because of their skin color (as well as their national origins); [2] frequently have their contributions to American society (and government) undervalued, underappreciated and taken for granted. On my end, I believe it’s very important to not mince words, and to speak clearly and frankly about the xenophobia (and racism) experienced by first-generation American immigrants who go to the U.S. on an F-1 visa. For instance, when ISE such as AOL, Bing/MSN, Google and Yahoo actively participate in creating frenzy around Michael A. Ayele (a.k.a.) W before filtering and distorting his written content, [1] this is an act of xenophobia motivated

by racism which is indicative of cultural incompetence; [2] this demonstrates an effort to create controversy where there is none.

The core issues presented in this records request are as follows. 1) Have you had conversations about the May 2025 findings of the National Foundation for American Policy (NFAP) which concluded that U.S. higher education institutions enrolled over 880,000 international students in 2023 – 2024, a 36% increase since 2010 – 2011? If yes, will you promptly disclose those records? 2) Have you had conversations about the May 2025 findings of the NFAP which concluded that *"the share of undergraduate students who are first-generation immigrants – students who were not U.S. citizens at birth and are either international students of foreign-born U.S. residents – rose from 9% in 2010 to 11% in 2022?"* If yes, will you promptly disclose those records? 3) Have you had conversations about the May 2025 findings of the NFAP which concluded that *"international students have a substantial positive impact on U.S. higher education?"* If yes, will you promptly disclose those records? 4) Have you had conversations about the May 2025 findings of the NFAP which concluded that *"international students do not crowd out U.S. students and may even increase their numbers?"* If yes, will you promptly disclose those records? 5) Have you had conversations about the May 2025 findings of the NFAP which concluded that *"the higher tuition paid by international students can enable public universities to increase their offerings?"* If yes, will you promptly disclose those records? 6) Have you had conversations about the May 2025 findings of the NFAP which concluded that *"for each additional international undergraduate student that public universities enroll, their in-state freshman enrollment increases by two, on average?"* If yes, will you promptly disclose those records? 7) Have you had conversations about the May 2025 findings of the NFAP which concluded that *"each additional 10 bachelor's degrees awarded to international students at a college or university is associated with 15 more bachelor's degrees in STEM majors being awarded to domestic students?"* If yes, will you promptly disclose those records? 8) Have you had conversations about the May 2025 findings of the NFAP which concluded that *"international students who remain in the country make valuable contributions to the U.S. economy, including spurring entrepreneurship and innovation (as measured by patents and publications)?"* If yes, will you promptly disclose those records? 9) Have you had conversations about Michael A. Ayele (a.k.a.) W as a Black Bachelor of Arts (B.A.) Degree graduate of Westminster College (Fulton, Missouri) who has witnessed his written content on immigration-related matters being subjected to frenzy before they were filtered and distorted on internet search engines (ISE) such as AOL, Bing/MSN, Google and Yahoo following his decision to recognize that he went to the U.S. on an F-1 visa in the month of December 2009 when he was 18 (eighteen) years of age? If yes, will you promptly disclose those records? 10) Have you had conversations about Michael A. Ayele (a.k.a.) W as a Black B.A. Degree graduate of Westminster College (Fulton, Missouri) who has witnessed his written content on immigration-related matters being subjected to frenzy before they were filtered and distorted on ISE such as AOL, Bing/MSN, Google and Yahoo following his decision to recognize that he graduated from Westminster College (Fulton, Missouri) on (or around) December 31, 2016 with a B.A. Degree in Economics and Political Science? If yes, will you promptly disclose those records? 11) Have you had conversations about Michael A. Ayele (a.k.a.) W as a Black B.A. Degree graduate of Westminster College (Fulton, Missouri) who has witnessed his written content on immigration-related matters being subjected to frenzy before they were filtered and distorted on ISE such as AOL, Bing/MSN, Google and Yahoo following his decision to recognize that he has witnessed discrepancies in the DHS processing of the FOIA requests they had assigned Case Nos. 2023 – ICFO – 23335 and 2020 – ICFO – 82819? If yes, will you promptly disclose those records? 12) Have you had conversations about Michael A. Ayele (a.k.a.) W as a Black B.A. Degree graduate of Westminster College (Fulton, Missouri) who has witnessed his written content on immigration-related matters being subjected to frenzy before they were filtered and distorted on ISE such as AOL, Bing/MSN, Google and Yahoo following his decision to recognize that nothing in the provisions of the 1986 Immigration Reform and Control Act (IRCA) prohibits local/state government agencies from seriously taking into consideration the applications of employment submitted by first-generation American immigrants to vacant positions? If yes, will you promptly disclose those records? 13) Have you had conversations about Michael A. Ayele (a.k.a.) W as a Black B.A. Degree graduate of Westminster College (Fulton, Missouri) who has witnessed his written content on immigration-related matters being subjected to

frenzy before they were filtered and distorted on ISE such as AOL, Bing/MSN, Google and Yahoo following his decision to recognize that nothing in the provisions of the 1986 IRCA prohibits local/state government agencies from hiring first-generation immigrants who are living in America on an F-1 visa? If yes, will you promptly disclose those records? 14) Have you had conversations about the decision of the National Council on Disability (NCD) to recognize on (or around) June 1, 2006 that people begin the process of becoming culturally competent when they reject their preexisting beliefs about a culture? If yes, will you promptly disclose those records? 15) Have you had conversations about the decision of the NCD to recognize on (or around) June 1, 2006 that people begin the process of becoming culturally competent when they take into account the influence of their own culture in creating beliefs about other cultures? If yes, will you promptly disclose those records? 16) Have you had conversations about the decision of the NCD to recognize on (or around) June 1, 2006 that people begin the process of becoming culturally competent when they prioritize understanding the information provided by other people within the context at hand? If yes, will you promptly disclose those records? 17) Have you had conversations about the decision of the NCD to recognize on (or around) June 1, 2006 that people begin the process of becoming culturally competent when they forgo the temptation to classify or label other people with cultural names? If yes, will you promptly disclose those records?

Thank you for your attention to this matter.

Michael A. Ayele (a.k.a.) W  
 Anti-Racist Human Rights Activist  
 Audio-Visual Media Analyst  
 Anti-Propaganda Journalist  
 Gender Pronouns: He/Him/His

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### Work Cited

[i] To Whom It May Concern,

We write as immigration and constitutional law scholars to offer legal analysis of a proposal that representatives of the University of California have recently received. That proposal urges the University of California to hire undocumented students for positions within UC even if they lack employment authorization under federal immigration law.

We recognize that UC will likely have questions about whether it has legal authority to adopt this proposal. In our considered view, based on research and analysis of this proposal and more generally on our study of the relevant federal statutory and constitutional provisions over many years, no federal law prohibits UC from hiring undocumented students.

Our reasoning is set out in the attached memorandum, but the core argument is as follows. The federal prohibition on hiring undocumented persons as a general matter is codified in the 1986 Immigration Reform and Control Act, or IRCA, in particular 8 U.S.C. § 1324a. Under governing U.S. Supreme Court precedents, if a federal law does not mention the states explicitly, that federal law does not bind state government entities. Nothing in 8 U.S.C. § 1324a expressly binds or even mentions state government entities.

This body of long-settled U.S. Supreme Court doctrine has particular force here, in the context of laws

governing the employment of noncitizens. The federal courts have consistently recognized that states have broad power to determine the appropriate qualifications for state positions, including qualifications related to immigration status. As a result, the U.S. Supreme Court established, before IRCA's enactment, that if Congress wants to change the balance between federal and state power by regulating in an area under traditional state control, it must do so with unmistakably clear language. It applied that rule to a California state law regulating the employment of noncitizens before IRCA's enactment.

Nothing in 8 U.S.C. § 1324a or anywhere else in IRCA comes close to meeting the U.S. Supreme Court's requirement of a clear statement that binds states. In stark contrast to IRCA, other federal statutes that do bind states mention them explicitly. These statutes include, among others, the Fair Labor Standards Act, the Family and Medical Leave Act, and the Age Discrimination in Employment Act.

In short, when Congress passed IRCA, Congress did not curtail states' historic power to determine the employment qualifications of state employees. As a result, IRCA's prohibition on hiring undocumented persons does not bind state government entities. State entities can lawfully hire undocumented students irrespective of employment authorization status under federal law.

And as the U.S. Supreme Court recognized long ago, California law provides definitively that the University of California system is part of the State of California.

We recognize the immense work that has been—and continues to be—done by student advocates responding to the urgent need to expand employment opportunities for undocumented students, particularly given the precarious status of DACA. Each year, more and more students enter undergraduate and graduate programs without DACA. As a normative matter, we believe the time is ripe to explore pathways allowed by law to ensure employment opportunities for all UC students. University of California, Los Angeles (UCLA) Center for Immigration Law and Policy.:  
[https://law.ucla.edu/sites/default/files/PDFs/Center\\_for\\_Immigration\\_Law\\_and\\_Policy/Opportunity\\_for\\_All\\_Campaign\\_Law\\_Scholar\\_Sign-On\\_Letter.pdf](https://law.ucla.edu/sites/default/files/PDFs/Center_for_Immigration_Law_and_Policy/Opportunity_for_All_Campaign_Law_Scholar_Sign-On_Letter.pdf)

[ii] *Without immigrants, international students and the children of immigrants, the undergraduate student population in America would be almost 5 million students smaller in 2027 than 2022, or about two-thirds of its current size, while the graduate student population would be at least 1.1 million students smaller, or only about 60% of its current size. Losing up to one-third of undergraduate enrollment and almost two-fifths of graduate enrollment would be catastrophic for many colleges and universities, especially those in parts of the United States experiencing demographic declines. It would likely lead to many colleges and universities closing, resulting in fewer educational opportunities for U.S. students, fewer higher education-related jobs in many states and towns and fewer college-educated workers in the United States.*

*U.S. colleges and universities face a looming demographic cliff. Due to the post-2007 drop in birth rates, the number of U.S. born traditional college-age young adults is expected to start dropping in 2025. Projections indicate that the U.S.-born college going population could fall by 15% between 2025 and 2029 alone. Total enrollment at U.S. higher education institutions peaked in 2010 – 11 and then declined, and the share of U.S. young adults enrolled in college has dropped. Immigrants, international students and the children of immigrants can make a significant difference in the fate of U.S. colleges and universities, jobs connected to those institutions, educational offerings for U.S. students and whether America's college-educated workforce grows. The Importance of Immigrants of International Students to Higher Education in America. National Foundation for American Policy.*  
<https://nfap.com/wp-content/uploads/2025/05/Importance-of-Immigrants-and-International-Students.DAY-OF-RELEASE.2025.pdf>

[iii]

**Common Myths About Diversity and Cultural Competency**

**Myth # 1:** There are too many cultures in the US and world. I cannot possibly learn what I need to know about all of them.

Cultural competence does not mean learning as many “characteristics” as possible about every culture. In fact, to the contrary, the process of cultural competence means that a person (1) learns to recognize and reject his or her preexisting beliefs about a culture, (2) learns to recognize the influence of their own culture on creating those beliefs about other cultures, (3) focuses on understanding information provided by individuals within the context at hand (e.g., patient, front desk, etc.) and (4) forgoes the temptation to classify or label persons with cultural names. This process makes cultural competence a more manageable task that avoids fixed, generalized cultural misinformation.

**Myth # 2:** I have examined my preconceptions about the various cultures in my service area, changed some of my thoughts, and now feel culturally competent to deal with people who might appear in my clinic and/or organization.

Cultural competence is not a one-time, finite achievement. It is a lifelong process that is reapplied in every interaction. The process must be practiced throughout one’s career, and it must be re-examined periodically by organizations. It would be dangerous for a person or organization to conclude that he/she or they have learned all there is to know about certain cultures, has reached the point of cultural competence, or has even identified (i.e., labeled) all the potentially different cultures in the local/national community. Regardless of the amount learned about a different culture, the individual person’s experience within that culture is unique.

**Myth # 3:** My own diversity, be it my ethnicity, my gender or my disability has taught me what it means to be culturally sensitive. I don’t need any special training on how to become culturally competent.

Each person has different levels of awareness and sensitivity about his or her own diversity or culture. Every human being, however, holds preconceptions about “different” cultures or dimensions of diversity. Every person, including a person outside the dominant culture, must use some kind of deliberate, analytical process to examine cultural misinformation and strive for cultural competence in each individual case.

**Myth #4:** We are already a diverse organization, so there is nothing left to be done.

Organizations are a microcosm of society, and if that is the case, then we can hardly buy into the idea that the shared and unique cultural and personal differences among employees in any particular corporate or non-profit organization are somehow readily accepted and seldom an issue or source of conflict. In fact, as organizations have become more diverse, the number of conflicts based on difference may have very well increased due to the lack of understanding and awareness about the vast dimensions of diversity people bring to work and their interplay in the workplace. Being a diverse organization is an important first step, but just as important is learning how to include and leverage that diversity to the benefit of the organization.

**Myth # 5:** I need a more concrete way to achieve cultural competence. This process is too “*touchy feely*” in asking me to become more aware. How do I become aware? How will that make a difference in my journey towards cultural competence?

Awareness means knowledge of the existence of a thing, place, idea, etc. Awareness begins with the willingness to learn. The professional’s first step toward cultural competence in handling a situation is to become aware that he or she might have stereotypes or preconceptions about the person before him or her. Awareness is a complex skill gained over time. Only with greater cultural awareness can a person

**Myth # 6:** There are only a couple of cultures that are different from the dominant (American) culture in my community.

**Myth #7:** Diversity equals preferential treatment for others, and doesn't do anything to benefit me or others in the majority.

**Myth # 8:** I already attended all those legal “don’t do” trainings such as discrimination training, sexual harassment training, and disability rights training. So I know what the law says you can and cannot do.

National Council on Disability (NCD). June 1, 2006. *Common Myths About Diversity and Cultural Competency*. <https://www.ncd.gov/fact%20sheets/2006/06/01/common-myths-about-diversity-and-cultural-competency/>

Bing/MSN Unwelcome and Unapproved Query "Michael Ayele IRCA." <https://www.bing.com/search?q=michael+ayele+irca>

Bing/MSN Unwelcome and Unapproved Query *"Mike Ayele alumni."* <https://www.bing.com/search?q=mike+ayele+alumni>

Bing/MSN Unwelcome and Unapproved Query *"Michael Ayele alumni."* <https://www.bing.com/search?q=Michael+Ayele+alumni>

Bing/MSN Unwelcome and Unapproved Query *"Mike Ayele Jessica Alba."* <https://www.bing.com/search?q=Mike+Ayele+Jessica+Alba>

Bing/MSN Unwelcome and Unapproved Query *"Michael Ayele Jessica Alba."* <https://www.bing.com/search?q=Michael+Ayele+Jessica+Alba>

Bing/MSN Unwelcome and Unapproved Query *"Michael Ayele Defamation."* <https://www.bing.com/search?q=Michael+Ayele+Defamation>

Bing/MSN Unwelcome and Unapproved Query *"Michael Ayele Libel."* <https://www.bing.com/search?q=Michael+Ayele+libel>

Bing/MSN Unwelcome and Unapproved Query *"Michael Ayele Email."* <https://www.bing.com/search?q=michael+ayele+email>

Bing/MSN Unwelcome and Unapproved Query *"Michael Ayele Emails."* <https://www.bing.com/search?q=Michael+Ayele+Emails>

Bing/MSN Unwelcome and Unapproved Query *"Michael Ayele Investigation."* <https://www.bing.com/search?q=michael+ayele+investigation>

Bing/MSN Unwelcome and Unapproved Query *"Michael Ayele Title VII."* <https://www.bing.com/search?q=michael+ayele+title+vii>

Bing/MSN Unwelcome and Unapproved Query: *"Michael Ayele Schizophrenia."* <https://www.bing.com/search?q=Michael+Ayele+Schizophrenia>

Bing/MSN Unwelcome and Unapproved Query: *"Michael Ayele Views on Schizophrenia."* <https://www.bing.com/search?q=Michael+Ayele+views+on+schizophrenia>

Bing/MSN Unwelcome and Unapproved Query: *"Michael Ayele Habeas Corpus."* <https://www.bing.com/search?q=Michael+Ayele+Habeas+Corpus>

Bing/MSN Unwelcome and Unapproved Query *"Michael Ayele Lawsuit."* <https://www.bing.com/search?q=michael+ayele+lawsuit>

Bing/MSN Unwelcome and Unapproved Query *"Michael Ayele Lawsuits."* <https://www.bing.com/search?q=Michael+ayele+lawsuits>

Bing/MSN Unwelcome and Unapproved Query *"Michael Ayele Lawsuit Update."* <https://www.bing.com/search?q=Michael+ayele+lawsuit+update>

Bing/MSN Unwelcome and Unapproved Query *"Michael Ayele lawsuit status."* <https://www.bing.com/search?q=Michael+ayele+lawsuit+status>

Bing/MSN Unwelcome and Unapproved Query *"Michael Ayele lawsuit news."* <https://www.bing.com/search?q=Michael+ayele+lawsuit+news>

Bing/MSN Unwelcome and Unapproved Query *"Michael Ayele lawsuit pdf."* <https://www.bing.com/search?q=Michael+ayele+lawsuit+PDF>



Bing/MSN Unwelcome and Unapproved Query "Michael Ayele 2026 FOIA requests."

<https://www.bing.com/search?q=Michael+ayele+foia+request+2026>

[v] Michael A. Ayele (a.k.a) W Listing on Missouri's Accountability Portal (MAP).: <https://mapyourtaxes.mo.gov/MAP/Employees/Employee/SearchResults.aspx?last=Ayele&first=Michael&year=0&agency=0>

Michael A. Ayele (a.k.a) W Listing on MAP for Calendar Year 2013.: <https://mapyourtaxes.mo.gov/MAP/Employees/Employee/EmployeeDetails.aspx?last=Ayele&first=Michael&agency=0&row=118538&year=2013>

Michael A. Ayele (a.k.a) W Listing on Map for Calendar Year 2014.: <https://mapyourtaxes.mo.gov/MAP/Employees/Employee/SearchResults.aspx?last=Ayele&first=Michael&year=0&agency=0>

[vi] ***U.S higher education institutions enrolled over 880,000 international students in 2023 – 24, according to data from the Institute of International Education (IIE). Although that number represents a 36% increase since 2010 – 11, international student enrollment is 2% below its high, reached in 2016 – 17. (...)***

***The sizable number of international students had made higher education a major export sector for the U.S economy. Education-related travel exports totaled over \$50 billion in 2023, ranking 7<sup>th</sup> among all services, according to the U.S Department of Commerce. International students enrolled at U.S colleges and universities contributed almost \$44 billion to the U.S economy during the 2023 – 2024 academic year, supporting more than 378,000 jobs, according to NAFSA: Association of International Educators.*** The Importance of Immigrants of International Students to Higher Education in America. National Foundation for American Policy. <https://nfap.com/wp-content/uploads/2025/05/Importance-of-Immigrants-and-International-Students.DAY-OF-RELEASE.2025.pdf>

[vii] *The share of undergraduate students who are 1<sup>st</sup> generation immigrants – students who were not U.S citizens at birth and are either international students or foreign-born U.S residents – rose from 9% in 2010 to 11% in 2022. The share of undergraduates who are 2<sup>nd</sup> generation immigrants – U.S born children of immigrants – rose from 15% to 24% over that period. In 2022, the 3<sup>rd</sup> + generation accounted for only two-thirds of undergraduate students and was 3.7 million below its 2010 level. Absent the growth in the number of immigrant-origin students, the number of undergraduate students would have fallen by almost 4.6 million between 2010 and 2022.*

*In 2022, 1<sup>st</sup> generation immigrants accounted for 26% of graduate students, up from 20% in 2010. The 2<sup>nd</sup> generation accounted for 15% of graduate students in 2022, up from 11% in 2010. Growth in the number of immigrant-origin students pursuing graduate degrees accounts for all of the growth in graduate students between 2010 and 2022. The number of 3<sup>rd</sup> + generation students in graduate school fell by over 160,000 between 2010 and 2022. Absent the growth in immigrant-origin students, the number of graduate students would have fallen by almost 570,000 between 2010 and 2022.*

***International students have a substantial positive impact on U.S higher education. As public funding for universities falls, public universities tend to increase their number of international students. Doing so enables them to maintain or even reduce in-state students' tuition and fees. Master's***

programs typically cross-subsidize programs at other levels.

**International students do not crowd out U.S students and may even increase their numbers. The higher tuition paid by international students can enable public universities to increase their offerings. For each additional international undergraduate student that public universities enroll, their in-state freshman enrollment increases by two, on average. Each additional 10 bachelor's degrees awarded to international students at a college or university is associated with 15 more bachelor's degrees in STEM majors being awarded to domestic students. In STEM fields, each additional PhD awarded to an international student in a STEM field is associated with an additional PhD awarded to a domestic student. Across all fields, an additional 10 international graduate students at a university increases the number of domestic graduate students by three.**

**International students who remain in the country make valuable contributions to the U.S economy, including spurring entrepreneurship and innovation. Master's programs with more foreign students result in more businesses being created by graduates of those programs. Higher education is the main entry channel for immigrants who have become entrepreneurs – 75% of immigrants who have founded U.S companies that received venture capital funding attended a U.S college or university. International graduate students boost U.S innovation, as measured by patents and publications.**

International students are an important source of workers, particularly in the high-tech sector. About 23% of international students who earn a master's degree remain in the United States after graduation to work in the same state as the university they attended, and about 8% of bachelor's degree recipients. The drop in international students during the pandemic likely reduced the number of foreign-born graduates with STEM degrees from U.S colleges and universities working in the country by 30,000 to 60,000 workers. The Importance of Immigrants of International Students to Higher Education in America. National Foundation for American Policy. <https://nfap.com/wp-content/uploads/2025/05/Importance-of-Immigrants-and-International-Students.DAY-OF-RELEASE.2025.pdf>

[viii] E-mail Sent by Michael A. Ayele (a.k.a.) W to the Department of Homeland Security (DHS) on (or around) May 8, 2023

Hello,

This is Michael A. Ayele sending this message though I now go by W. I am writing this letter in response to your correspondence from May 5, 2023 for the purpose of filing an appeal to the FOIA request which was assigned by Immigrations and Customs Enforcement (ICE) the following Case No. 2023 – ICFO – 23335.

Please be advised that I have numerous concerns with your processing of FOIA Request Case No.: 2023 – ICFO – 23335 because your processing of this FOIA request was not consistent with your processing of previous FOIA requests I had filed with ICE. For instance, when processing FOIA Request Case No.: 2020 – ICFO – 82819, ICE had acknowledged that it had formal/informal ties with Westminster College located 501 Westminster Avenue, Fulton, Missouri (65251). Afterwards, ICE had disclosed the *Petition for Approval of School for Attendance by Nonimmigrant Student* that had been submitted by Westminster College to the Department of Justice (DOJ) Immigration and Naturalization Services (INS). However, when processing FOIA Request Case No.: 2023 – ICFO – 23335, ICE has refused to acknowledge the formal/informal ties they have with Rutgers University located in the State of New Jersey. Also, ICE has not disclosed the *Petition for Approval of School for Attendance by Nonimmigrant Student*, which Rutgers University has submitted to the DOJ (INS). In my judgment, ICE processing of FOIA Request Case No.: 2023 – ICFO – 23335 was inconsistent with their processing of FOIA Request Case No.: 2020 – ICFO – 82819 for this very reason. According to information posted on the official

website of Rutgers University, "*Rutgers is home to more than 9,000 international students and scholars from about 125 countries around the world. They bring rich perspectives to campus that help to globalize our classrooms, labs, and clinics, contributing significantly to advancement in education, research, and service.*" As a former international student of the United States of America (U.S.A), I hope ICE will provide clarity/disclose records pertaining to [1] the formal/informal ties they have with Rutgers University; [2] the *Petition for Approval of School for Attendance by Nonimmigrant Student*, which Rutgers University submitted to the DOJ (INS). (...)

As a representative of the media and a member of the general public, I have other concerns with your processing of FOIA request Case No.: 2023 – ICFO – 23335 because of a November 3, 2022 article published by the Los Angeles Times on the immigration status of David DePape. According to that article, ***"David DePape, the man charged with attempted murder in connection with a violent attack against House Speaker Nancy Pelosi's husband, Paul Pelosi, is in the U.S. illegally and could be deported to Canada, Immigration and Customs Enforcement officials said Thursday. (...) Records pulled by ICE found that DePape entered the U.S. as a temporary visitor in March 2008 at the San Ysidro port of entry. Canadians who enter as temporary visitors generally do not require a visa, officials said. The status DePape used to enter the U.S. generally allows Canadians to stay for six months. On Tuesday, ICE officials issued an immigration detainer on DePape with the San Francisco County Jail, where he is currently being held without bail. The detainer seeks a notification from San Francisco law enforcement to notify ICE before he is released in order for the federal agency to take custody of him. Local and state laws limit when jail officials can notify ICE of an individual's release date. ICE issues detainers against people facing criminal charges whom the agency has probable cause to believe can be deported."*** (<https://www.latimes.com/california/story/2022-11-03/ice-officials-say-suspect-in-pelosi-attack-in-u-s-illegally>).

Based on the November 3, 2022 article published by the Los Angeles Times (as well as other articles, which explicitly mention ICE involvement in the prosecution of David DePape), representatives of the media and members of the general public have learned that [1] Paul Pelosi is a white man who was physically assaulted at his place of residence in San Francisco, California on (or around) October 28, 2022: the same day Elon Musk finalized his takeover of Twitter; [2] David DePape is a white man who came to the U.S. in March 2008 as a temporary visitor from Canada; [3] David DePape is a white man who is being held at the San Francisco County Jail for the attempted murder of Paul Pelosi; [4] the DHS (ICE) have issued an "*immigration detainer on David DePape*;" [5] the DHS (ICE) have initiated contact with the San Francisco County Jail to discuss the immigration status and the criminal charges filed against David DePape.

And yet, when processing FOIA request Case No.: 2023 – ICFO – 23335, ICE has not made clear the conversations that were had between your federal agency and the Los Angeles Times (and other news media outlets) prior to the publication of the November 3, 2022 article. Furthermore, ICE seems to be answering questions to representatives of the media on some immigration files while dispatching female employees such as Denise Hauser to not answer questions about the immigration files of women who have been raped at the Federal Correctional Institute, located in Dublin, California. (<https://www.theguardian.com/us-news/2023/apr/06/federal-prison-sexual-abuse-deportation-california-mexico>) In my opinion, this inconsistency of your federal agency is not reflective of best practices. On my end, I hope you will correct this by disclosing records detailing [1] the FOIA request(s) submitted by the Los Angeles Times (or other news media outlets) with the DHS (ICE) and/or other DHS components about the immigration status David DePape; [2] the response provided to the Los Angeles Times (or other news media outlets) by the DHS (ICE) and/or other DHS components about the immigration status of David DePape; [3] the academic background, the professional responsibilities and annual salary of Denise Hauser with the DHS; [4] the extent of Denise Hauser's knowledge about the conversations that took place between the DHS (ICE) and the Los Angeles Times (and other news media outlets) on the subject of David DePape immigration status.

I hope you reconsider your response. Be well. Take care. Keep yourselves at arms distance.

Michael A. Ayele (a.k.a) W

8/5/26, 2:48 PM

Atwood Heights School District 125 Mail - FOIA Request - 5 ILCS 140/1

Anti-Racist Human Rights Activist  
Audio-Visual Media Analyst  
Anti-Propaganda Journalist



Sherri Lunny &lt;slunny@ahsd125.org&gt;

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**Fwd: FOIA Request - Atwood Heights School District No. 125**

1 message

Lisa Cole &lt;lcole@ahsd125.org&gt;

Thu, Jul 16, 2026 at 2:32 PM

To: Sherri Lunny &lt;slunny@ahsd125.org&gt;, Dave Westerveld &lt;dwesterveld@ahsd125.org&gt;

I found this FOIA in my Daily Digest ... yikes!

Lisa

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

From: **Vanessa Grady** <vanessa@databranchusa.com>

Date: Thu, Jul 16, 2026 at 2:31 PM

Subject: FOIA Request - Atwood Heights School District No. 125

To: lcole@ahsd125.org <lcole@ahsd125.org>

Dear Records Custodian,

The Data Branch is submitting a public records request for records pertaining to vendor procurement and purchasing activity.

Pursuant to the Illinois Freedom of Information Act (5 ILCS 140)

**Scope of Request:**

All products from: Edgenuity, Accelerate Education, Bright Thinker, Pearson, Stride, Edmentum, Imagine Learning, Subject AI.

We are seeking records from 2022 to now that reflect the pricing structure of any such engagement, including (if available), per-unit costs, subscription or licensing terms, and/or implementation fees.

We are looking for the following types of records:

- Contracts, service agreements, order forms
- Purchase orders relating to the above vendors
- RFP or solicitation documents
- Task orders issued against cooperative purchasing agreements

We are glad to accept records in whatever format your office finds easiest to produce, including:

- Spreadsheet exports (preferred)
- PDF or Word documents
- Standard ERP or finance system reports
- Any summary-level purchasing records already maintained by your office

If any part of the requested records is exempt, kindly redact only the exempt material and provide the remaining segregable portions.

This request is being submitted for commercial purposes. We are willing to work within whatever procedures Atwood Heights School District No. 125 uses for handling such requests, and are happy to clarify, narrow, or adjust the scope to reduce the burden on your office.

Please send records to:

Vanessa Grady

Email: [vanessa@databranchusa.com](mailto:vanessa@databranchusa.com)

Phone: (302) 585-3132

Address: 1111B S Governors Ave STE 21033, Dover, DE 19904

Thank you for your time and assistance with this request. If it has been misdirected, kindly forward it to the appropriate records custodian or let us know where it should be sent. We appreciate your cooperation.

Sincerely,

Vanessa Grady

The Data Branch



Sherri Lunny &lt;slunny@ahsd125.org&gt;

## FOIA Request - 5 ILCS 140/1

1 message

Michael Ayele &lt;waac13@gmail.com&gt;

Thu, Jul 9, 2026 at 6:21 AM

To: lcole@ahsd125.org, slunny@ahsd125.org

Cc: "Michael Ayele (W)" &lt;waac13@gmail.com&gt;

W (AACL)

Date.: Thursday, July 9, 2026

Michael A. Ayele

P.O.Box 20438

Addis Ababa, Ethiopia

E-mail: waac13@gmail.com ; waac1313@gmail.com ; waac142913@gmail.com

### Freedom of Information Act (FOIA) Request

Hello,

This is Michael A. Ayele sending this message, though I now go by W (and I prefer to be referred to as such). I am writing this letter for the purpose of filing a FOIA request with Atwood Heights School District 125. The bases for this non-commercial FOIA request are [1] the provisions of California Civil Code § 47.1<sup>[i]</sup> and [2] the ProPublica May 2026 articles about the impact of the #MeToo movement in school districts throughout the State of California.<sup>[ii]</sup>

#### I) Requested Records

What I am requesting for prompt disclosure are records in your possession detailing your discussions about [1] the #MeToo movement having inspired (i) women such as Julia Steed to speak out and take legal action against teachers who had sexually abused them when they were high school students; (ii) the State of California to enact into law Civil Code § 47.1; [2] California Civil Code § 47.1 as legislation which recognizes that (i) members of the general public and representatives of the media could be defamed and libeled when factually reporting on documented incidents of sexual abuse; (ii) the libel and defamation of people who factually report on documented incidents of sexual abuse is morally reprehensible and punishable by law; (iii) the libel and defamation of people who factually report on the manner in which they were informed what constitutes affirmative and effective consent is ethically despicable and punishable by law; [3] Michael A. Ayele (a.k.a.) W as a Black Bachelor of Arts (B.A.) Degree graduate of Westminster College (Fulton, Missouri) who has witnessed his written publications being subjected to frenzy before they were filtered and distorted by internet search engines (ISE) such as AOL, Bing/MSN, Google and Yahoo following his decision to recognize that (i) there was a very awkward moment of silence in the September 2022 interview Jennifer Lawrence did with Vogue magazine after she said that "*the weirdest thing [she] has ever read in [her] life was that [she] f\*\*\*\*\* Harvey Weinstein;*" (ii) he has previously corresponded with agencies of the U.S. government on the impact of the #MeToo movement; (iii) he has previously corresponded with agencies of the U.S. government on the matter involving *The People of the State of California v. Harvey Weinstein*, which was previously assigned Case No.: BA484270 (by the Clara Shortridge Foltz Criminal Justice Center); [4] the decision of internet search engines (ISE) to filter and distort Michael A. Ayele (a.k.a.) W's written publications on the impact of the #MeToo movement by generating unwelcome and unapproved queries such as "*Michael Ayele Jennifer Lawrence,*" "*Michael Ayele consent,*" "*Michael Ayele Title IX,*" "*Michael Ayele libel,*" "*Michael Ayele lawsuit pdf,*" "*Michael Ayele lawsuit status,*" "*Michael Ayele lawsuit news,*" "*Michael Ayele lawsuit update,*" "*Michael Ayele summons,*" "*Michael Ayele subpoenas,*" "*Michael Ayele interrogatories,*" "*Michael Ayele case,*" "*Michael Ayele trial,*" "*Michael Ayele email,*" "*Michael Ayele Cybersecurity Awareness Month;*" [5] ProPublica as an American news media outlet which had in the month of May 2026 recognized that (i) sexual misconduct complaints filed by female high school students were very frequently trivialized, reframed or dismissed altogether by California's elementary and secondary

system of education; (ii) pedophile teachers (in the State of California) who are sexually inappropriate with their female high school students frequently face no professional repercussions even after a complaint is lodged against them; (iii) pedophile teachers (in the State of California) who are sexually inappropriate with their female high school students are frequently not criminally charged even after a complaint is lodged against them; [6] the mechanism by which female students in your school district can file a complaint against a teacher who is being sexually inappropriate towards them; [7] 1 Corinthians 10: 13 teaching as follows: *"No trial or temptation has come upon you except what is common to everyone. God is faithful and will not allow you to be tested beyond what you can bear. He will also provide a way through it so that you can endure it;"* [8] 2 Corinthians 4:8 – 9 (NIV) teaching as follows: *"We are hard pressed on every side, but not crushed, perplexed, but not in despair; persecuted but not abandoned; struck down, but not destroyed."*

## II) Request for a Fee Waiver and Expedited Processing

-

The public has a compelling and legitimate interest in this information because:

- 1) On (or around) May 12, 2026, ProPublica had published an article wherein it had recognized that the #MeToo movement [i] had inspired women such as Julia Steed to speak out and take legal action against the teachers who had sexually abused them when they were high school students; [2] was shining a spotlight on the sexual abuse female high school students in the State of California were subjected to.
- 2) The requested records will enable the public to ascertain if your school district has appropriate mechanisms in place that encourage female K-12 students to file a complaint if/when they encounter chauvinism, misogyny, sexism and/or other forms of discrimination.
- 3) The requested records will enable the public to ascertain if your school district has held conversations about the reasons why K-12 female students feel that their complaints will not be taken seriously if/when they speak out against chauvinism, misogyny, sexism and/or other forms of discrimination.
- 4) The requested records will enable the public to ascertain if your school district has held conversations about the impact of the #MeToo movement on American society and government.
- 5) The requested records will enable the public to ascertain if your school district has held conversations about the September 2022 interview Jennifer Lawrence did with Vogue magazine wherein she recognized that *"the weirdest thing [she's] ever read about herself was that she f\*\*\*\*\* Harvey Weinstein."*
- 6) The requested records will enable the public to ascertain if your school district has held conversations about the matter involving The People of the State of California v. Harvey Weinstein, which was previously assigned Case No.: BA484270 (by the Clara Shortridge Foltz Criminal Justice Center).
- 7) The requested records will enable the public to ascertain if your school district has held conversations about the provisions of California Civil Code § 47.1.

Expedited processing is justified for this request because:

- 1) When enacting into law California Civil Code § 47.1 on (or around) January 1, 2024, the State of California had recognized that (i) members of the general public and representatives of the media could be defamed and libeled when factually reporting on documented incidents of sexual violence; (ii) the libel and defamation of people who factually report on documented incidents of sexual violence is morally reprehensible and punishable by law; (iii) the libel and defamation of people who factually report on the manner in which they were informed what constitutes affirmative and effective consent is ethically despicable and punishable by law.
- 2) On (or around) January 30, 2018, the National Council on Disability (NCD) had published a report wherein they recognized that [i] *"affirmative and effective consent"* is being taught to (domestic and international) college and university students of the United States of America (U.S.A.) during the course of their freshman year; [ii] college and university students in America (whether domestic or international) are informed about *"healthy sexual relationships"* during the course of their first year of post-secondary academic education; [iii] 20% of women were



sexually assaulted in a college or university setting (of the U.S.A) by the time they reached their senior year in Calendar Year 2005; [iv] 32% of women with a disability were sexually assaulted during Calendar Years 2014 and 2015 in a college or university setting (of the U.S.A.); [v] sexual assault *"is a public health and public safety concern with far-reaching implications;"* [vi] sexual assault is a *"deeply personal violation,"* which *"leaves physical and emotional impacts that change the lives of victims;"* [vii] sexual assault causes *"long-term physical, psychological, and emotional effects, including depression, post-traumatic stress, thoughts of suicide, flashbacks, and sleep disorders."* The NCD have also noted that their January 30, 2018 report sought to *"raise awareness of sexual assault (...) on college campuses by examining college policies and practices."* Furthermore, they write that *"Title IX of the Education Amendments Act of 1972 is a federal civil rights law that prohibits discrimination on the basis of sex in any education program or activity that receives federal funding. Under Title IX, discrimination on the basis of sex can include sexual harassment, rape and sexual assault. A college or university that receives federal funds may be held legally responsible when it knows about and ignores sexual harassment or assault in its programs or activities. As of September 22, 2017, colleges can adopt various standards of proof in sexual assault cases, from the lowest standard of proof (preponderance of evidence) to a higher standard of proof (clear and convincing evidence). Title IX, like the Clery Act, also requires college employers that address sexual assault to have proper training and to train the campus community in its policies and procedures regarding sexual assault."* [iii]

3) Michael A. Ayele (a.k.a.) W is a Black ex-immigrant who went to America on an F-1 visa in the month of December 2009 (when he was eighteen years of age).

4) Michael A. Ayele (a.k.a.) W is a Black ex-immigrant who went to America to pursue his undergraduate academic education.

5) Michael A. Ayele (a.k.a.) W is a Black ex-immigrant who was informed what constitutes *"affirmative and effective consent"* when he was a full-time undergraduate student at Westminster College (Fulton, Missouri) in the month of January 2010.

6) Michael A. Ayele (a.k.a.) W is a Black former international student who was informed what constitutes *"affirmative and effective consent"* after being told of the April 5, 1986 rape and murder of Jeanne Ann Clery.

7) Michael A. Ayele (a.k.a.) W is a Black former international student who has graduated from Westminster College (Fulton, Missouri) with a Bachelor of Arts (B.A.) Degree in Political Science and Economics on (or around) December 31, 2016.

8) Michael A. Ayele (a.k.a.) W is a Black B.A. Degree graduate of Westminster College (Fulton, Missouri) who has in the mid-2010s witnessed racist frauds playing fast and loose in many legal filings (where they broached the issue of *"consent"* by linking it to his name, his image and his likeness).

9) Michael A. Ayele (a.k.a.) W is a Black B.A. Degree graduate of Westminster College (Fulton, Missouri) who has in the mid-2010s expressed written objections upon witnessing racist frauds playing fast and loose in many legal filings where they broached the issue of *"consent"* by linking it to his name, his image and his likeness.

10) The requested records will shed light upon the manner in which internet search engines (ISE) such as AOL, Bing/MSN, Google and Yahoo have filtered and distorted Michael A. Ayele (a.k.a.) W's written publications by generating unwelcome and unapproved queries such as *"Michael Ayele Jennifer Lawrence," "Michael Ayele consent," "Michael Ayele Title IX," "Michael Ayele Jeanne Clery," "Michael Ayele death penalty," "Michael Ayele schizophrenia," "Michael Ayele views on schizophrenia," "Michael Ayele Habeas Corpus," "Michael Ayele libel," "Michael Ayele lawsuit pdf," "Michael Ayele lawsuit status," "Michael Ayele lawsuit news," "Michael Ayele lawsuit update," "Michael Ayele summons," "Michael Ayele subpoenas," "Michael Ayele interrogatories," "Michael Ayele case," "Michael Ayele trial," "Michael Ayele Cybersecurity Awareness Month," "Mike Ayele alumni," "Michael Ayele alumni."* [iv]

11) The requested records will shed light about Michael A. Ayele (a.k.a.) W's key questions on Title IX of the Education Amendments Act of 1972. [v]

In my judgment, the facts presented in my request for a fee waiver and expedited processing will significantly decrease public confidence in the activities, the engagements and the priorities of internet search engines (ISE) such as AOL, Bing/MSN, Google and Yahoo because they have previously filtered and distorted Michael A. Ayele (a.k.a.) W's correspondence with the United States government about

the #MeToo movement as well as the matter involving The People of the State of California v. Harvey Weinstein, which was previously assigned Case No.: BA484270 (by the Clara Shortridge Foltz Criminal Justice Center). Unfortunately, I regret to inform you that the decision of ISE to filter, distort and misattribute Michael A. Ayele (a.k.a.) W's written publications on matters pertaining to the #MeToo movement [1] was not an isolated incident, but part of a repeated pattern; [2] has served to obfuscate the fact that Michael A. Ayele (a.k.a.) W was 18 years of age when he was informed what constitutes "affirmative and effective consent" on the campus of Westminster College (Fulton, Missouri) in the month of January 2010; [3] has served to obfuscate the fact that Michael A. Ayele (a.k.a.) W was 18 years of age (in the month of January 2010) when he was informed what constitutes "affirmative and effective consent" after being told of the April 5, 1986 rape and murder of Jeanne Ann Clery; [4] has served to obfuscate the fact that Michael Ayele (a.k.a.) W unequivocally condemns violence committed against girls and women irrespective of their racial backgrounds, their sexual orientations, their national origins, their religious affiliations, their disability status and/or their age groups; [5] has served to obfuscate the fact that Michael A. Ayele (a.k.a.) W has in the mid-2010s witnessed racist frauds playing fast and loose in many legal filings where they broached the issue of "consent" by linking it to his name, his image and his likeness; [6] has served to obfuscate the fact that Michael A. Ayele (a.k.a.) W has in the mid-2010s expressed written objections upon witnessing racist frauds playing fast and loose in many legal filings where they broached the issue of "consent" by linking it to his name, his image and his likeness; [7] has exacerbated racism and discrimination online, causing direct harm to the name, the image and the likeness of Michael A. Ayele (a.k.a.) W.

When enacting into law California Civil Code § 47.1, the State of California has recognized that members of the general public and representatives of the media who factually report on instances of sexual harassment, sexual assault and/or rape run the risk of being libeled and defamed. However, in my opinion, this very real risk of being libeled and defamed (or being sued for libel and defamation) should not be an excuse (for members of the general public and representatives of the media) to avoid asking thoughtful and responsible questions on matters pertaining to sexual violence committed against girls and women. For instance, on (or around) September 6, 2022, Vogue magazine had scheduled an interview with Jennifer Lawrence to ask her 73 (seventy-three) questions. As you may be aware, one of the 73 questions that was posed to Jennifer Lawrence on (or around) September 6, 2022 was: "What is the weirdest thing you have ever read about yourself?" In response to this specific question, Jennifer Lawrence said that "the weirdest thing [she] has ever read about [herself] was that [she] f\*\*\*\*\* Harvey Weinstein." [vi]

If I were representing Vogue magazine, and Jennifer Lawrence had told me on camera that "the weirdest thing [she] has ever read about [herself] was that [she] f\*\*\*\*\* Harvey Weinstein," I'd have asked her the following questions: "Where did you read that? Is there any truth to the allegations that you, Jennifer Lawrence had consensual sexual relations with Harvey Weinstein? Was Harvey Weinstein ever sexually inappropriate towards you? How did you navigate instances of chauvinism, misogyny and sexism in your professional career in Hollywood?" For me, these are thoughtful and responsible questions to ask of a woman who says on camera that "the weirdest thing [she] has ever read about [herself] was that [she] f\*\*\*\*\* Harvey Weinstein." In other words, a news media outlet that fails to ask these basic and decent questions (because it fears a defamation lawsuit) is not really the sort of news media outlet I trust to have fair, impartial, neutral, objective and unbiased reporting on matters pertaining to sexual violence committed against girls and women. On my end, I do think it's very regrettable that Vogue magazine missed the very unique opportunity to press Jennifer Lawrence on the sexism she's experienced in the entertainment industry particularly after she explicitly told them that "the weirdest thing [she's] ever read about herself was that [she] f\*\*\*\*\* Harvey Weinstein."

The core issues presented in this records request are as follows. 1) Have you had conversations about the #MeToo movement having inspired women such as Julia Steed to speak out and take legal action against teachers who had sexually abused them when they were high school students? If yes, will you

promptly disclose those records? 2) Have you had conversations about the #MeToo movement having inspired the State of California to enact into law Civil Code § 47.1 (a.k.a.) Assembly Bill 933? If yes, will you promptly disclose those records? 3) Have you had conversations about California Civil Code § 47.1 as legislation which recognizes that people could be defamed for factually reporting on documented incidents of sexual violence? If yes, will you promptly disclose those records? 4) Have you had conversations about California Civil Code § 47.1 as legislation which recognizes that the libel and the defamation of people who factually report on documented incidents of sexual violence is morally reprehensible and punishable by law? If yes, will you promptly disclose those records? 5) Have you had conversations about California Civil Code § 47.1 as legislation which recognizes that the defamation of people who factually report on the manner in which they were informed what constitutes affirmative and effective consent is ethically despicable and punishable by law? If yes, will you promptly disclose those records? 6) Have you had conversations about Michael A. Ayele (a.k.a.) W as a Black Bachelor of Arts (B.A.) Degree graduate of Westminster College (Fulton, Missouri) who has witnessed his written publications being subjected to frenzy before they were filtered and distorted by internet search engines (ISE) such as AOL, Bing/MSN, Google and Yahoo following his decision to recognize that there was a very awkward moment of silence in the September 2022 interview Jennifer Lawrence did with Vogue magazine after she said that *"the weirdest thing [she] has ever read in [her] life was that [she] f\*\*\*\*\* Harvey Weinstein?"* If yes, will you promptly disclose those records? 7) Have you had conversations about Michael A. Ayele (a.k.a.) W as a Black B.A. Degree graduate of Westminster College (Fulton, Missouri) who has witnessed his written publications being subjected to frenzy before they were filtered and distorted by ISE such as AOL, Bing/MSN, Google and Yahoo following his decision to recognize that he has previously corresponded with agencies of the U.S. government on the impact of the #MeToo movement? If yes, will you promptly disclose those records? 8) Have you had conversations about Michael A. Ayele (a.k.a.) W as a Black B.A. Degree graduate of Westminster College (Fulton, Missouri) who has witnessed his written publications being subjected to frenzy before they were filtered and distorted by ISE such as AOL, Bing/MSN, Google and Yahoo following his decision to recognize that he has previously corresponded with agencies of the U.S. government on the matter involving The People of the State of California v. Harvey Weinstein, which was previously assigned Case No.: BA484270 (by the Clara Shortridge Foltz Criminal Justice Center)? If yes, will you promptly disclose those records? 9) Have you had conversations about the decision of ISE to filter and distort Michael A. Ayele (a.k.a.) W's written publications on the impact of the #MeToo movement by generating unwelcome and unapproved queries such as *"Michael Ayele Jennifer Lawrence," "Michael Ayele consent," "Michael Ayele Title IX," "Michael Ayele libel," "Michael Ayele lawsuit pdf," "Michael Ayele lawsuit status," "Michael Ayele lawsuit news," "Michael Ayele lawsuit update," "Michael Ayele summons," "Michael Ayele subpoenas," "Michael Ayele interrogatories," "Michael Ayele case," "Michael Ayele trial," "Michael Ayele Cybersecurity Awareness Month?"* If yes, will you promptly disclose those records? 10) Have you had conversations about ProPublica as an American news media outlet which had in the month of May 2026 recognized that sexual misconduct complaints filed by female high school students are very frequently trivialized, reframed or dismissed altogether by California's elementary and secondary system of education? If yes, will you promptly disclose those records? 11) Have you had conversations about ProPublica as an American news media outlet which had in the month of May 2026 recognized that pedophile teachers (in the State of California) who are sexually inappropriate with their female high school students frequently face no professional repercussions even after a complaint is lodged against them? If yes, will you promptly disclose those records? 12) Have you had conversations about ProPublica as an American news media outlet which had in the month of May 2026 recognized that pedophile teachers (in the State of California) who are sexually inappropriate with their female high school students frequently face no criminal charges even after a complaint is lodged against them? If yes, will you promptly disclose those records? 13) Have you had conversations about the reasons why female students in K-12 schools feel discouraged to file a complaint when they fall victim to an incident of sexual harassment and/or sexual assault and/or rape? If yes, will you promptly disclose those records? 14) Have you had conversations about the mechanisms your school district has put in place to encourage K-12 female students to file a complaint against a teacher (or another individual) who is being sexually inappropriate towards them? If yes, will you promptly disclose those records? 15) Have you had conversations about 1

Corinthians 10: 13 teaching as follows: *"No trial or temptation has come upon you except what is common to everyone. God is faithful and will not allow you to be tested beyond what you can bear. He will also provide a way through it so that you can endure it?"* If yes, will you promptly disclose those records? 16) Have you had conversations about 2 Corinthians 4:8 – 9 (NIV) teaching as follows: *"We are hard pressed on every side, but not crushed, perplexed, but not in despair; persecuted but not abandoned; struck down, but not destroyed?"* If yes, will you promptly disclose those records?

Thank you for your attention to this matter.

Michael A. Ayele (a.k.a.) W  
Anti-Racist Human Rights Activist  
Audio-Visual Media Analyst  
Anti-Propaganda Journalist  
Gender Pronouns: He/Him/His

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#### Work Cited

[i] California Civil Code § 47.1

A communication made by an individual, without malice, regarding an incident of sexual assault, harassment, or discrimination is privileged under Section 47. (...)

A prevailing defendant in any defamation action brought against that defendant for making a communication that is privileged under this section shall be entitled to their reasonable attorney's fees and costs for successfully defending themselves in the litigation, plus treble damages for any harm caused to them by the defamation action against them, in addition to punitive damages available under Section 3294 or any other relief otherwise permitted by law.

This section shall only apply to an individual that has, or at any time had, a reasonable basis to file a complaint of sexual assault, harassment, or discrimination, whether the complaint is, or was, filed or not.

For the purposes of this section, "communication" means factual information related to an incident of sexual assault, harassment, or discrimination experienced by the individual making the communication, including, but not limited to, any of the following:

- (1) An act of sexual assault.
- (2) An act of sexual harassment, as described in Section 51.9.
- (3) An act of workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, aiding, abetting, inciting, compelling, or coercing an act of workplace harassment or discrimination, or an act of retaliation against a person for reporting or opposing workplace harassment or discrimination, as described in subdivision (a), (h), (i), (j), or (k) of Section 12940 of the Government Code.
- (4) An act of harassment or discrimination, or an act of retaliation against a person for reporting harassment or discrimination, by the owner of a housing accommodation, as described in Section 12955 of the Government Code.

(5) An act of sexual harassment, as defined in Sections 212.5 and 66262.5 of the Education Code.

(6) An act of harassment or discrimination, or an act of retaliation against a person for reporting harassment or discrimination, based on any of the protected classes enumerated in Sections 220, 221.51, and 66270 of the Education Code.

(7) An act of cyber sexual bullying, as defined in Section 48900 of the Education Code.

[https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=CIV&sectionNum=47.1)

[CIV&sectionNum=47.1.](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=CIV&sectionNum=47.1)

[ii]

**Jason Agan was impossible to miss at Angelo Rodriguez High School. The San Francisco Bay Area teacher was loud and gregarious, a fixture on campus since the Fairfield school opened in 2001. He ran the student government and called himself the man behind the curtain, organizing pep rallies and prom. He taught AP calculus, so advanced math students ended up in his classroom, jostling for his approval and letters of recommendation. Some considered him a mentor who inspired a love of math — and even a second father.**

**But for years students also whispered about Agan's behavior, according to interviews with 14 Rodriguez High graduates, most of whom he had taught. He touched some of them in public in ways that made them uncomfortable, they said, including hugging students and massaging their shoulders. And he seemed fixated on enforcing the dress code, calling out girls whose shorts were too short.**

**Nearly two decades into Agan's tenure, and on the heels of the #MeToo movement, students had enough. At least 11 students and one parent submitted written complaints about his behavior to school administrators in 2018, drawing at least two warnings to stop, a KQED and ProPublica investigation found. By January 2019, the Fairfield-Suisun Unified School District had taken steps to fire him, suspending him without pay.**

**Agan pushed back, and nearly a year later an independent panel convened by the state to hear his case deemed him "unfit to teach." The panel's decision meant that the popular educator was officially out of the job where he had spent his entire teaching career.**

**But the panel's review only addressed his employment at this one school district, and its finding was not shared publicly. It would be up to the state's teacher licensing agency to determine whether additional discipline would be imposed, including whether Agan could keep teaching in California public schools.**

**Over the next three years, Agan was hired at a second school and then a third. During that period, the state issued a one-week suspension of his teaching license for his behavior at his first school. Then, Agan faced another accusation of unwanted touching — this time, by an eighth grader at his second school, according to school records. The state's teaching credentialing agency did not inform the other schools or the parents of students in Agan's classes of the full extent of what went on at Rodriguez High.**

**Agan, now 47, did not respond to multiple requests for an interview, and someone at his address hung up when a reporter rang his apartment buzzer and identified herself. Nor did he respond to questions sent via email or certified mail to his home about students' accusations and his job history. He previously denied any sexual motivation in touching students, telling the independent panel that he was simply offering students support and encouragement — not massaging them, according to records obtained by the news outlets.**

**A broad look at California's Commission on Teacher Credentialing by KQED and ProPublica shows a pattern of delays and inaction, combined with a lack of transparency, that have allowed educators to continue teaching after school districts reported them to the state for sexual harassment or other misconduct of a sexual nature. Agan's case is one of at least 67 in which the state has not revoked the professional licenses of educators after school districts determined they had sexually harassed students or committed other types of sexual misconduct, according to a review of available records from 2019 through 2025 obtained by the news outlets. At least 14 of those educators were rehired by other schools, and of those, at least 12, including Agan, still work in education, according to a review of school websites and employment records provided by schools.**

**Anita Fitzhugh, a spokesperson for the Commission on Teacher Credentialing, said the state automatically revokes teachers' credentials when they are convicted of sexual criminal offenses, but not necessarily when a district determines they have committed sexual misconduct. She said the state Legislature — not the licensing agency — determines the type of misconduct that results in automatic revocation.**

**The agency appoints a committee to assess noncriminal cases of misconduct, she said. Agan has not been accused of a crime.**

**"The Commission's authority balances protecting students as well as the legal rights of educators who have been accused but not convicted of specific crimes," Fitzhugh said in a written statement.**

**The agency's disciplinary process is unique among licensing bodies in California in how much is kept secret, Fitzhugh said. The fact that a teacher has been disciplined is noted on a state website of credentialed educators, but the database does not explain why.**

**In contrast, the licensing bodies governing dozens of other professions in California, including doctors, nurses, police officers and lawyers, make the reasons that disciplinary actions were imposed easily accessible on their websites. And at least 12 states, including Oregon, Washington and Florida, do the same for teachers.**

**"If our job as teachers is to keep children safe, we have to be held accountable for things we do that could harm them," said Alicia DeRollo, a longtime teacher who served as one of 19 commissioners on California's teacher licensing agency from 2011 to 2020.**

**Amid this gap in oversight, Agan found two new jobs and remains in the classroom. (...)**

**For 17 years, Agan taught at Rodriguez High, a sprawling open-air campus nestled alongside rolling hills where cows graze. The school serves the racially diverse commuter town of Fairfield, halfway between San Francisco and Sacramento.**

**Then in 2018, several sophomores in his accelerated math class reported him to school administrators.**

**One girl alleged that he took her phone out of her back pocket while she was sitting down taking a test and that he would massage girls' shoulders in class, according to school records. Assistant principal Gary Hiner cautioned Agan to be careful, sharing that students had told him they were uncomfortable when the teacher walked around class and touched them, according to a summary Hiner wrote about the spoken warning.**

**In March 2018, a father emailed another administrator after Agan wore a shirt to school that used the Pi symbol to spell out "Pimp." The father wrote that a teacher should not be**

**This time, assistant principal Allison Klein emailed Agan, reminding him that school was not the place for “physically touching students, inappropriate innuendo, or jokes in poor taste.”**

**Seven students, three administrators, a former guidance counselor and a parent spoke against Agan. Six of the students told the panel that Agan made them uncomfortable by touching them or commenting on their clothing, including calling one girl "short shorts." Four of them, including Steed, said they did not feel comfortable going to Agan for extra help with math because they did not want to be alone with him. Several also said they refrained from speaking in class to avoid attracting his attention.**

Four former students, three teachers and a staff member spoke on Agan's behalf. The former students described Agan as a supportive mentor and caring teacher and said they felt at home in his classroom. All four students said he squeezed, rubbed or touched their shoulders, but that his actions did not make them uncomfortable.

**One of those students told KQED and ProPublica that her opinion about the teacher's behavior has changed in recent years. She said she had considered his physical contact normal while in high school. But her perspective shifted as she got older, she said.**

**"I went to college and talked to people and realized it wasn't normal," said the former student, now in her 20s. "Looking back at it, I would have jumped to the other side, to be quite honest."**

During the hearing, Agan testified that he would have stopped touching students' shoulders if he had been clearly warned, according to a summary included in the panel's decision. He said he became comfortable with his leadership students, and his actions carried over to math students even though he wasn't as close with them. He denied massaging students' shoulders and said students misinterpreted "squeezes or shakes" as massages. He said he did not intend to make students feel uncomfortable and regretted that some students did not feel safe in his class.

**One of the administrators, former director of human resources Mike Minahen, told the panel that the details students shared with him during his investigation “weighed heavy” on him. He said it was unusual for high school students to “break the code” and come forward to make a complaint about a teacher, “especially a leadership teacher who has influence over student activities throughout the entire school.” Minahen, who has retired, declined to comment.**

**In November 2019, the panel unanimously decided Agan should lose his job. Even the teacher chosen by Agan agreed.**

**"The likelihood of recurrence is high," the panel wrote in its decision. "Over time he has shown that he cannot or will not exercise good judgment."**

**One of the panelists told KQED and ProPublica that she voted to terminate Agan's employment in part because his alleged behavior continued even after administrators issued warnings.**

**"His actions were making students, particularly young women, want to not take advanced math classes. They didn't want to be touched," said the panelist, who spoke on the condition of anonymity so as not to jeopardize her job in education. "All that directly impacts their access to good colleges because he was a calculus teacher."**

**In December 2019, school district officials sent documentation of Agan’s firing, along with details of their investigation, to the Commission on Teacher Credentialing, California’s educator licensing agency, as state law requires for public school teachers who resign or are fired for misconduct. The educator licensing agency would decide whether Agan would be disciplined further, such as receiving a public warning, facing a suspension or losing his license to teach in a California public school.**

The disciplinary process typically takes one year, according to the agency.

It would take the state licensing board nearly 500 days to decide what to do in Agan's case. (...)



Agan provided stellar letters of recommendation from former teaching colleagues in his application, which school representatives provided to KQED and ProPublica in response to a public records request.

In his application for the middle school job, Agan acknowledged that he had been fired after being “accused of inappropriately touching students on the shoulders during class.” He wrote that he disagreed with the dismissal and explained that he would often place his hands on students’ shoulders while helping them.

Agan started teaching at Ephraim Williams College Prep Middle School that fall. The 175-person school is part of the Fortune network of charter schools. Administrators at Ephraim Williams at the time of Agan's hiring did not respond to questions about how the school vetted him.

Rubino said he "would guarantee that somebody at Fortune called the principal at the school where Jason Agan was teaching in Fairfield and got a good report." He said he does not remember making that call himself.

**It wasn't until near the end of Agan's first school year at Ephraim Williams that the state licensing agency issued its decision regarding his actions at his first school. In May 2021, the state suspended Agan's license for seven days; two of those days fell on a weekend. The sanction — along with a red flag icon — appeared in the state's public database of credentialed educators. This would be the only visible clue schools would have of anything amiss in Agan's work history.**

**“It was a real mismatch of what happened,” Corey said. “What a disservice it was to those girls.”**

**After the state licensing agency recommends educators be disciplined, California law allows it to release its findings, which include a summary of the case, to current supervisors and prospective employers who request it within five years. Fortune appears never to have asked for such findings, according to the logs of these requests between 2020 and 2024 provided**

**by the agency to KQED and ProPublica. A Fortune spokesperson did not say why the charter school did not ask for the information. (...)**

**Leslie said her daughter's experience at Ephraim Williams only worsened after she reported Agan. Math has always been Sherelle's favorite subject. But as the school year went on, her grades in Agan's class plummeted. She needed help but said Agan ignored her.**

**With just weeks left in the school year, Leslie pulled her daughter out of Ephraim Williams to finish eighth grade at another school.**

**She only learned about Agan's disciplinary history when KQED and ProPublica contacted her in January. "The whole education system would rather protect him," Leslie said. "You let him loose on all these kids."**

Fitzhugh, spokesperson for the teacher licensing agency, said the commission is "committed to keeping all students and schools safe" but is bound by the law in how it disciplines teachers. "The Commission stands ready to implement any additional public protections that the Legislature authorizes," she said.

Starting the following year, in 2022, records show that Fortune offered Agan a role supporting new teachers rather than assigning him his own classroom. Fortune administrators did not respond to questions about why he was offered the position, which he declined because he had received another job offer in the Bay Area.

"Thank you for the last two years," Agan wrote, resigning from the school. "It has meant more to me than you could ever know."

By August 2022, Agan would begin teaching at Clifford School, which serves students in pre-K through eighth grade in Redwood City. He received tenure in 2024.

Wendy Kelly, deputy superintendent at the Redwood City School District, declined to answer questions about Agan's hiring or say whether the school district was aware he had been accused of misconduct at two previous schools. She told KQED and ProPublica that the district, when hiring, typically calls candidates' immediate supervisors and checks the database of licensed educators.

She said school districts rely on decisions by the Commission on Teacher Credentialing to "put the best people in the classroom."

"I was pleased to see that the suspension was only seven days," Kelly said of Agan's discipline. "I have to trust that when the CTC reinstates the teacher that the issue has been either resolved, learned from, there's been consequences in place, which is why they're employable to the next organization."

*ProPublica. May 12, 2026. He Was Fired for Sexually Harassing Students. California Allowed Him to Keep Teaching Anyway.* <https://www.propublica.org/article/california-fired-teacher-sexual-harassment>

***A San Francisco Bay Area school district has replaced a middle school math teacher for the remainder of the academic year following an investigation by KQED and ProPublica that showed he had been accused of inappropriately touching students at two previous jobs.***

***The Redwood City School District has received at least two new complaints against Jason Agan, according to the parents who filed the complaints as well as emails from the district to the parents saying it is investigating both.***

*The news outlets found that the state teacher licensing agency allowed Agan to keep his credentials following his 2019 firing from a high school in the Fairfield-Suisun Unified School District for what*



the district would "soon be welcoming a substitute teacher to support students in Mr. Agan's classroom."

**A Redwood City school district spokesperson said a substitute was brought in to teach Agan's classes starting May 13 but declined to comment on his employment status. The spokesperson did not answer a question about the new complaints.**

**Parents expressed "profound alarm and outrage" and also demanded Agan's immediate resignation or removal from any position involving contact with students, according to their letter to the Clifford principal, school board, state lawmakers, California State Superintendent Tony Thurmond and the teacher licensing agency. More than 170 people signed the letter, according to a parent involved in organizing the petition.**

**"We recognize the seriousness of these matters and believe that transparency, accountability, and student safety must take precedence over institutional reputation or liability concerns," the parents wrote. "Children deserve learning environments where they are safe, respected, and protected. Parents and guardians deserve honesty and accountability from the institutions entrusted with their children's care."**

**Brie Hanni, a parent who signed the letter, said she broke down after learning about Agan's disciplinary history and pulled her seventh grade daughter, who was in Agan's class, out of school the day KQED and ProPublica published the story.**

**Hanni says Agan's case illustrates a systemic gap in transparency, and the state should specify the reasons educators are disciplined.**

**The licensing bodies governing dozens of other professions in California, including doctors, nurses, police officers and lawyers, make the reasons that disciplinary actions were imposed easily accessible on their websites. And at least 12 states, including Oregon, Washington and Florida, do the same for teachers.**

**"I think a statewide, if not nationwide, question is: What do you do with these teachers who are 'unfit to teach'?" Hanni said.**

Thurmond, who is running for governor, told KQED and ProPublica that any teacher who "abuses or harasses students should never teach again." Thurmond said that as governor, he would propose legislation to automatically revoke licenses for educators found by schools or independent panels to have committed sexual harassment. A spokesperson for his campaign said the legislation would be retroactive.

Xavier Becerra, the former U.S. health and human services secretary, former state attorney general and a leading candidate for California governor, "believes California should have a system that acts swiftly, prioritizes the protection of students, and gives parents and schools confidence that serious misconduct is being handled appropriately and transparently," said Jonathan Underland, Becerra's campaign spokesperson, in a statement.

"Student safety has to come first," Underland said. "The allegations described in this reporting are deeply disturbing, and no student or family should ever feel unsafe at school."

Gov. Gavin Newsom's spokespeople did not respond to requests for comment on Agan's case and the state's disciplinary process for educators. Neither did six other gubernatorial candidates seeking to replace him.

State Sen. Josh Becker, who represents Redwood City, shared ProPublica and KQED's investigation on

social media and wrote: "Completely unacceptable. What is going on here? The legislature needs to dig into this which includes me."

A spokesperson for Becker said he was not available for comment this week.

During a Redwood City school board meeting last week, Clifford parent Josh Levinson said he had submitted a Title IX complaint against Agan to the district after reading the article and speaking with his seventh-grade son. Title IX is the federal law that prohibits sex-based discrimination and harassment in schools.

"What I've heard from my son is that this pattern hasn't changed," Levinson said at the board meeting, referencing Agan's history of misconduct claims. "When someone's deemed unfit to teach, that should be a massive red flag, not something brushed aside because the database says they're technically employable."

Levinson declined to speak about the specifics of his complaint.

Another Clifford parent, who spoke on the condition of anonymity to protect his child's identity, told the news outlets that he also filed a complaint against Agan after reading the article and speaking with his child. The parent said his child reported seeing Agan touch students' shoulders and yell during class.

In his job application to Redwood City that the district shared with KQED and ProPublica, Agan did not disclose that he had been fired from Rodriguez High; instead, he wrote that he left because he "wanted to explore new challenges and opportunities." He also checked a "Please don't contact" box under Rodriguez High.

Kelly, the Redwood City deputy superintendent, said in a previous interview that the district contacts prior employers even when candidates instruct them not to. She also said that school districts trust the Commission on Teacher Credentialing to vet teachers, and those whose credentials are valid are considered employable.

In his earlier application to teach at Ephraim Williams, Agan did acknowledge that he had been fired from Rodriguez High after being "accused of inappropriately touching students on the shoulders during class." He wrote that he disagreed with the dismissal and explained that he would often place his hands on students' shoulders while helping them.

A spokesperson for the state's teacher licensing agency, Anita Fitzhugh, has emphasized that state law limits what information the agency can share. Only after the agency recommends educators be disciplined can it release its findings, which include a summary of the case, to prospective employers. But that information is released only if a school requests it within five years of when the discipline was recommended. In Agan's case, that window passed earlier this year.

Redwood City did not ask for such findings before hiring Agan in 2022, according to logs of requests made during that time that the teacher licensing agency provided to KQED and ProPublica.

Kelly previously confirmed that the school had not requested the findings, saying that she discovered only last year that it could do so.

Agan is one of at least 67 educators for whom the state has not revoked professional licenses after school districts determined they had sexually harassed students or committed other types of misconduct of a sexual nature, according to a review of available records from 2019 through 2025 obtained by the news outlets. ProPublica. May 22, 2026. California Teacher Previously Fired for Sexual Harassment Is No Longer in the Classroom After New Complaints. <https://www.propublica.org/article/redwood-city-teacher-sexual-harassment-investigation>

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Bing/MSN Unwelcome and Unapproved Query "*Mike Ayele alumni.*" <https://www.bing.com/search?q=mike+ayele+alumni>

Bing/MSN Unwelcome and Unapproved Query "*Michael Ayele alumni.*" <https://www.bing.com/search?q=Michael+Ayele+alumni>

[v] Even though Michael A. Ayele (a.k.a.) W has never sought nor ever solicited nor ever contacted anyone to have his written publications listed and featured prominently on the AOL, Bing/MSN, Google and Yahoo internet search engines (ISE); Michael A. Ayele (a.k.a.) W has uncovered many instances where his written content were filtered, distorted, misused and misattributed. At the time Michael A. Ayele (a.k.a.) W started to publish some of his written content on how he was (in the month of January 2010 as an undergraduate student of Westminster College) informed about the April 5, 1986 rape and murder of Jeanne Ann Clery before being told what constitutes "*affirmative and effective consent*" in healthy sexual relationships, Michael A. Ayele (a.k.a.) W had not signed any binding agreement that subjected his published works to evaluation, examination and unsolicited comments on the AOL, Bing/MSN, Google and Yahoo ISE. In other words, Michael A. Ayele (a.k.a.) W has never agreed to take on the role of the "*Student*" for his published works while the AOL, Bing/MSN, Google and Yahoo ISE took on the role of "*Professor*." Likewise, Michael A. Ayele (a.k.a.) W has never agreed to take on the role of "*Plaintiff*" and/or "*Defendant*" for his published works while the AOL, Bing/MSN, Google and Yahoo ISE took on the role of "*Judge, Jury and Executioner*." More importantly, Michael A. Ayele (a.k.a.) W had started to publish some of his correspondence with agents of the U.S government on the circumstances that led up to the enactment of the Jeanne Clery Act on (or around) November 8, 1990 because of a commitment he had made that he would disseminate any and all responsive U.S government records within their possession to members of the general public and representatives of the media at no financial expense to them. To the best of his ability, Michael A. Ayele (a.k.a.) W has fulfilled this commitment by disseminating (at no financial expense to representatives of the media and members of the general public) the most pertinent records on the circumstances that led up to the enactment of the Jeanne Clery Act including but not limited to his correspondence with the Department of Education (DoED) as well as the decision of the DoED to withhold many hundreds of pages of documents about Jeanne Clery's time as an undergraduate student of Lehigh University during the processing of the Freedom of Information Act (FOIA) request, which was assigned Case Number 21 - 00103 - F. Michael A. Ayele (a.k.a.) W would again like to take this opportunity to reiterate [1] that no



Michael A. Ayele (a.k.a.) W is a Bachelor of Arts (B.A) Degree graduate of Westminster College (located in Fulton, Missouri) who was in January 2010 informed about the April 5, 1986 rape and murder of Jeanne Ann Clery before being told what constitutes "*affirmative and effective consent*" in healthy sexual relationships. Via email dated March 7, 2022, the Department of Justice (DOJ) Federal Bureau of Investigation (FBI) have informed Michael A. Ayele (a.k.a.) W that (his alma mater) Westminster College had extended an invitation to their then Director William Webster to "*deliver the 1987 Commencement Address on Sunday, May 17<sup>th</sup> 1987 at 2:30 P.M.*" The invitation extended by Westminster College on August 29, 1986 came approximately 5 months after the April 5, 1986 rape and murder of Jeanne Ann Clery on the campus of Lehigh University (located in the State of Pennsylvania). In other emails beginning November 12, 2020, the FBI had informed Michael A. Ayele (a.k.a.) W that they had transferred the case of Jeanne Ann Clery rape and murder to the Central Intelligence Agency (CIA) on (or around) June 11<sup>th</sup> 1992. However, via postal mail correspondence that was addressed to Michael A. Ayele (a.k.a.) W, the CIA have denied ever being "*assigned*" the case of Jeanne Ann Clery on (or around) June 11, 1992. It is the opinion of Michael A. Ayele (a.k.a.) W that the letters sent to him by the FBI (beginning November 12, 2020) and the CIA (on or around May 21, 2021) were inconsistent with one another. For your information, William Webster was Director of the FBI from 1978 to 1987. He was also Director of the CIA from 1987 to 1991. His father Thomas Webster is an alumnus of Westminster College (Fulton, Missouri).

- 1) What were American colleges' and universities' obligations pursuant to Title IX of the Education Amendments Act of 1972? Were American colleges and universities required by law to condemn violence committed against women irrespective of their racial backgrounds, their sexual orientations, their religious affiliations, their national origins and/or their disability status following the enactment of Title IX of the Education Amendments Act of 1972? If yes, were American colleges and universities required to inform their students (beginning Calendar Year 1973) what constitutes appropriate sexual boundaries pursuant to Title IX of the Education Amendments Act of 1972?
- 2) Did American colleges and universities begin informing their students what constitutes "*affirmative and effective consent*" in the years following the enactment of Title IX of the Education Amendments Act of 1972? If not, when did American colleges and universities begin to inform their incoming freshmen and transfer students about the concepts of "*affirmative and effective consent*?" Did American colleges and universities begin teaching the concepts of "*affirmative and effective consent*" to their students following the rape and murder of Jeanne Ann Clery (on April 5<sup>th</sup> 1986)? If yes, why have American colleges and universities waited so long following the enactment of Title IX of the Education Amendments Act of 1972 to inform their students what constitutes "*affirmative and effective consent*?"
- 3) Are American colleges and universities discussions pertaining to what constitutes "*affirmative and effective consent*" consistent with Title IX of the Education Amendments Act of 1972 if they are first informing their incoming new students about the rape and murder of Jeanne Ann Clery? Are American colleges and universities discussions pertaining to what constitutes "*affirmative and effective consent*" consistent with their academic integrity policy if they are first informing their incoming new students about the rape and murder of Jeanne Ann Clery?
- 4) Were there forces out there in the 1970s and the 1980s looking for a case where a Black or an African American man rapes and murders a Caucasian woman for the purpose of enacting a law similar to the Jeanne Clery Act? Was the enactment of the Jeanne Clery Act the result of racist and sexist individuals coming together for the purpose of [a] preventing racial minorities from climbing the social ladder through academic education; [b] cracking down on interracial relationships particularly between a Caucasian woman and a Black or African American man (in American colleges and universities); [c] not applying the same standards in circumstances

where a Caucasian man sexually assaults a woman from a racial minority (as in the case of Brock Turner and Chanel Miller following her rape on January 18<sup>th</sup> 2015 at the campus of Stanford University)?

As a matter of principle, Michael A. Ayele (a.k.a.) W unequivocally condemns violence committed against girls and women irrespective of their racial backgrounds, their sexual orientations, their national origins, their religious affiliations, their disability status or their age groups. Still, Michael A. Ayele (a.k.a.) W is exasperated by the very bizarre and persistent frenzy that has targeted him on the internet ever since he made the decision to publish on digital platforms [1] some of his recollections on how he was in the month of January 2010 (as an undergraduate student of Westminster College) informed about the April 5, 1986 rape and murder of Jeanne Ann Clery before being told what constitutes affirmative and effective consent in healthy sexual relationships; [2] his questions about Title IX of the Education Amendments Act of 1972; [3] his correspondence with agents of the U.S government on the circumstances that led up to the enactment of the Jeanne Clery Act on (or around) November 8, 1990; [4] his inquiry on the exact year American colleges and universities began teaching their undergraduate students what constitutes affirmative and effective consent in healthy sexual relationships. Michael A. Ayele (a.k.a.) W takes full-responsibility for all the statements he has made at the time he decided to publish his review of events that led to the Jeanne Clery Act. Michael A. Ayele (a.k.a.) W also takes full-responsibility for the questions he has asked about Title IX of the Education Amendments Act of 1972.

[vi] Around the 6 (six) minutes mark of Vogue magazine interview with Jennifer Lawrence

Question asked by Vogue: *What is the most bizarre thing you've read about yourself?*

Answer Provided by Jennifer Lawrence: *That I f\*\*\*\*\* Harvey Weinstein...*

Awkward silence follows this Q&A where Jennifer Lawrence seems uncomfortable and then turns her head sideways from the camera. Then...

**Question asked by Vogue: Now, you did back to back films for seven years...What is the most important thing you've learned about work during that time?**

73 Questions with Jennifer Lawrence. Vogue (magazine) on YouTube.: <https://www.youtube.com/watch?v=uIsg5x19Xu8>

**REGULAR MEETING MINUTES OF THE BOARD OF EDUCATION  
OF ATWOOD HEIGHTS SCHOOL DISTRICT 125,  
COOK COUNTY ILLINOIS TUESDAY,  
JUNE 23, 2026 6:30 p.m.**

**1. CALL TO ORDER**

The meeting was called to order at 6:30 p.m. by Mrs. Lantz President of the Board of Education. The Pledge of Allegiance was recited by the Members of the Board of Education and all in attendance at the meeting. Upon the roll being called, the following Board Members answered present:

PRESENT: 4 MELISSA CASTILLO, CHRISTINE LANTZ, CHRISTOPHER RIOLA &  
VICKY SODERLUND  
ABSENT: 3

ALSO PRESENT: Lisa Cole-Superintendent, Laura Gray - Principal of Meadow Lane Intermediate Center, Dr. Catherine Gallagher – Principal of Hamlin Upper Grade Center, Mr. and Mrs. Esch.

**2. 30 MINUTES FOR CITIZENS OF ATWOOD HEIGHTS SCHOOL DISTRICT 125 TO ADDRESS THE BOARD.** (Please limit your comments to five minutes. If required, “Citizen’s Comments” will be continued at the end of the meeting.) - Tonight, members from the community Mr. & Mrs. Esch addressed the board and thanked them for their help promoting their Memorial Blood Drive on June 25, 2026 at Worth Township in memory of their son Jimmy who attended SD125.

**3. FREEDOM OF INFORMATION ACT REQUESTS -**

Michael Ayele (a.k.a.) W – [waac113@gmail.com](mailto:waac113@gmail.com)  
Carla Carlos from Employee Research Data LLC @ [c.carlos@employeeresearchdata.org](mailto:c.carlos@employeeresearchdata.org)  
Jacob Plaza From SEIU Local 73 – [jplaza@seiu73.org](mailto:jplaza@seiu73.org)  
Daniel Cramer from Upgraid RE – [daniel@upgraid.us](mailto:daniel@upgraid.us) or [research@upgraid.us](mailto:research@upgraid.us)  
Michael Ayele (a.k.a.) W – [waac113@gmail.com](mailto:waac113@gmail.com)  
Catarina Mascarenhas from Judiciocracy – [eaweinhaus@gmail.com](mailto:eaweinhaus@gmail.com)

**4. BOARD MEMBER COMMENTS PERTAINING TO THE AGENDA** – Mrs. Soderlund pulled 512.3 and 512.4 from the consent agenda to discuss in closed session.

**5. CONSENT AGENDA:** Motion to approve the Consent Agenda that includes the following items:

A. **APPROVAL OF MINUTES**

1. Regular Meeting of May 12, 2026
2. Closed Meeting of May 12, 2026

B. **FINANCE APPROVAL**

Summary of Payroll  
Student Activity Accounts

C. **ACTION ITEMS**

- 623.1 Adopt the Purple Star Resolution to support the implementation of a student-led transition program and other supportive activities to assist military-connected families.

- 623.2 Approve the FY27-FY31 Transportation Contracts  
623.3 Approval to Accept the Engagement Letter from Kasperek Co. as the District's Independent Auditor for years ending 2026, 2027 & 2028.

D. PERSONNEL

- 623.4 Pulled from the consent agenda to be discussed in closed session, Approval to Accept the Letter of Resignation from Hannah Isenmann the Science Teacher at Hamlin Upper Grade Center  
623.5 Approval to hire Haley Ziemba as the Science Teacher at Hamlin Upper Grade Center on Bachelors Lane Step C  
623.6 Pulled from the consent agenda to be discussed in closed session, Approval to accept the letter of resignation from Letecia Rodriguez the day custodian at Meadow Lane Intermediate Center  
623.7 Approval to hire Katrina Nevels as a Special Education Teacher at Lawn Manor Primary Center on Masters Lane Step D  
623.8 Approval to hire Jacob Prescott as the PE Teacher at Hamlin Upper Grade Center

Motion was made by Mrs. Soderlund and seconded by Mrs. Castillo to approve the consent agenda.

ROLL CALL:

AYES: 4 MELISSA CASTILLO, CHRISTINE LANTZ, CHRISTOPHER RIOLA & VICTORIA SODERLUND

NAYS: 0

ABSTAIN: 0

MOTION CARRIED: 4-0-0

**6. APPROVAL OF BILLS PAYABLE**

Bills Payable in the amount of:

Education Fund #10: \$584,785.79  
Operations & Maintenance #20: \$35,139.18  
Debt Service Fund #30: \$2,272.23  
Transportation Fund #40: \$152,747.91  
Municipal Retirement #50: \$0  
Tort Immunity Fund #80: \$8,807.00  
Life Safety Fund #90: \$0

Motion was made by Mrs. Soderlund and seconded by Mr. Riola to approve the bills payable.

ROLL CALL:

AYES: 4 MELISSA CASTILLO, CHRISTINE LANTZ, CHRISTOPHER RIOLA & VICTORIA SODERLUND

NAYS: 0

ABSTAIN: 0

MOTION CARRIED: 4-0-0

**7. BUSINESS FROM THE BOARD AND COMMITTEE REPORTS** – none

**8. ADMINISTRATIVE REPORTS** – Principal reports provided in the board packet.

**9. SUPERINTENDENT REPORT** – Superintendent Cole reported to the board members that we are on schedule with the Succession Plan. The first position that will be posted is a Technology Director.

Lisa also gave an update about the Audit that the attorney is working on. They will be meeting on July 2, 2026 to go over the responses to the requested information.

**10. MOTION TO GO INTO CLOSED SESSION (ONLY IF NECESSARY; ACTION MAY BE TAKEN ON MATTERS DISCUSSED IN CLOSED SESSION UPON RETURN TO OPEN SESSION)**

Motion was made by Mrs. Soderlund and seconded by Mrs. Castillo to go into closed session at 7:04pm.

ROLL CALL:

AYES: 4 MELISSA CASTILLO, CHRISTINE LANTZ, CHRISTOPHER RIOLA &  
VICTORIA SODERLUND

NAYS: 0

ABSTAIN: 0

MOTION CARRIED: 4-0-0

**11. RETURN TO OPEN SESSION/ACTION ON MATTERS DISCUSSED IN CLOSED SESSION (IF NECESSARY)**

Motion was made by Mrs. Soderlund and seconded by Mrs. Castillo to return to open session.

Upon returning from closed session at 7:13 pm the board took action on the following items:

Motion was made by Mrs. Soderlund and seconded by Mrs. Castillo to approve 623.4 the letter of resignation from Hannah Isenmann the Science Teacher at Hamlin Upper Grade Center

ROLL CALL:

AYES: 4 MELISSA CASTILLO, CHRISTINE LANTZ, CHRISTOPHER RIOLA &  
VICTORIA SODERLUND

NAYS: 0

ABSTAIN: 0

MOTION CARRIED: 4-0-0

Motion was made by Mrs. Castillo and seconded by Mrs. Soderlund to approve 623.6 the letter of resignation from Letecia Rodriguez the day custodian at Meadow Lane Intermediate Center

ROLL CALL:

AYES: 4 MELISSA CASTILLO, CHRISTINE LANTZ, CHRISTOPHER RIOLA &  
VICTORIA SODERLUND

NAYS: 0

ABSTAIN: 0

MOTION CARRIED: 4-0-0

**12. ADJOURNMENT**

With no further business to discuss, Mrs. Lantz adjourned the meeting at 7:14pm by unanimous consent.

Respectfully submitted,

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Christine Lantz, President

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Michelle Higgins, Secretary

## **NOTICE OF CLOSED SESSION MEETING**

**Atwood Heights School District 125 Board of Education  
Hamlin Upper Grade Center  
12150 S. Hamlin Avenue, Alsip, Illinois  
Tuesday, August 25, 2026**

### **Agenda**

1. Call to Order
2. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors, or specific volunteers of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor, or a volunteer of the District or against legal counsel for the District to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act. 5 ILCS 120/2(c)(1).
3. Collective negotiating matters between the District and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2).
4. The selection of a person to fill a public office, including a vacancy in a public office, when the District is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the District is given power to remove the occupant under law or ordinance. 5 ILCS 120/2(c)(3).
5. Evidence or testimony presented in open hearing, or in closed hearing where authorized by law, to a quasi-adjudicative body, as defined in the Open Meetings Act, provided that the body prepares and makes available for public inspection a written decision with its determinative reasoning. 5 ILCS 120/2(c)(4).
6. Evidence or testimony presented to the Board regarding denial of admission to school events or property pursuant to 105 ILCS 5/24-24, provided that the Board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4.5), added by P.A. 103-311.
7. The purchase or lease of real property for the use of the District, including meetings held for the purpose of discussing whether a particular parcel should be acquired. 5 ILCS 120/2(c)(5).
8. The setting of a price for sale or lease of property owned by the District. 5 ILCS 120/2(c)(6).
9. The sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).
10. Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. 5 ILCS 120/2(c)(8).
11. Student disciplinary cases. 5 ILCS 120/2(c)(9).
12. The placement of individual students in special education programs and other matters relating to individual students. 5 ILCS 120/2(c)(10).
13. Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes. 5 ILCS 120/2(c)(11).

14. The establishment of reserves or settlement of claims as provided in the Local Government and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the District or any intergovernmental risk management association or self-insurance pool of which the District is a member. 5 ILCS 120/2(c)(12).
15. Self-evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the District is a member. 5 ILCS 120/2(c)(16).
16. Discussion of minutes of meetings lawfully closed, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. 5 ILCS 120/2(c)(21).
17. Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. 5 ILCS 120/2(c)(29).
18. Adjournment

# Atwood Heights School District 125

## Labor Summary Report

Fiscal Year: 2025-2026

Pay Period: 126

Pay Cycle: Biweekly

Starting: 06/26/2026

Ending: 06/26/2026

Pay Date: 06/26/2026

|                                                   | <u>Certified</u>    | <u>Classified</u>  | <u>Total</u>       |
|---------------------------------------------------|---------------------|--------------------|--------------------|
| Gross Pay                                         | \$7,774.03          | \$19,994.33        | \$27,768.36        |
| <b><u>Employee Deductions:</u></b>                |                     |                    |                    |
| Federal Income Tax                                | \$1,114.70          | \$1,484.94         | \$2,599.64         |
| FICA - Social Security                            | \$701.72            | \$1,007.66         | \$1,709.38         |
| FICA - Medicare                                   | \$164.11            | \$235.65           | \$399.76           |
| Deduction - Regular (Not Tax Exempt)              | \$0.00              | \$36.00            | \$36.00            |
| Deduction - Section 125 (Fed and FICA Tax Exempt) | \$47.15             | \$150.74           | \$197.89           |
| State Tax - Illinois                              | \$541.96            | \$754.72           | \$1,296.68         |
| Retirement - Illinois IMRF Voluntary Additional   | \$46.22             | \$369.16           | \$415.38           |
| Retirement - Illinois IMRF (Taxable Benefit)      | \$257.18            | \$555.50           | \$812.68           |
| <b><u>Total Employee Deductions:</u></b>          | <b>\$2,873.04</b>   | <b>\$4,594.37</b>  | <b>\$7,467.41</b>  |
| <b><u>Total Net Pay:</u></b>                      | <b>\$4,900.99</b>   | <b>\$15,399.96</b> | <b>\$20,300.95</b> |
| <b><u>Direct Deposit:</u></b>                     | <b>\$8,492.24</b>   | <b>\$9,736.73</b>  | <b>\$18,228.97</b> |
| <b><u>Net Pay Checks:</u></b>                     | <b>(\$3,591.25)</b> | <b>\$5,663.23</b>  | <b>\$2,071.98</b>  |
| <b><u>Employer Paid Benefits:</u></b>             |                     |                    |                    |
| FICA - Social Security                            | \$701.72            | \$1,007.66         | \$1,709.38         |
| FICA - Medicare                                   | \$164.11            | \$235.65           | \$399.76           |
| Deduction - Regular (Not Tax Exempt)              | \$2.43              | \$0.00             | \$2.43             |
| Deduction - Section 125 (Fed and FICA Tax Exempt) | \$290.08            | \$838.31           | \$1,128.39         |
| Retirement - Illinois IMRF (Taxable Benefit)      | \$333.76            | \$720.93           | \$1,054.69         |
| <b><u>Total Employer Benefits:</u></b>            | <b>\$1,492.10</b>   | <b>\$2,802.55</b>  | <b>\$4,294.65</b>  |
| <b><u>Gross:</u></b>                              | <b>\$7,774.03</b>   | <b>\$19,994.33</b> | <b>\$27,768.36</b> |
| <b><u>Total Payroll Expense:</u></b>              | <b>\$9,266.13</b>   | <b>\$22,796.88</b> | <b>\$32,063.01</b> |
| <hr/>                                             |                     |                    |                    |
| Number of Employees Paid                          | 5                   | 8                  | 13                 |
| Number of Males                                   | 1                   | 3                  | 4                  |
| Number of Females                                 | 4                   | 5                  | 9                  |

### Payroll Balancing Data



## Atwood Heights School District 125

### Labor Summary Report

Fiscal Year: 2025-2026

Pay Period: 126

Pay Cycle: Biweekly

Starting: 06/26/2026

Ending: 06/26/2026

Pay Date: 06/26/2026

|                       | <u>Certified</u> | <u>Classified</u>     | <u>Total</u> |
|-----------------------|------------------|-----------------------|--------------|
|                       |                  | Direct Deposit        | \$18,228.97  |
|                       |                  | Employee Checks       | \$2,071.98   |
| Gross Pay             | \$27,768.36      | Total Net Pay         | \$20,300.95  |
|                       |                  | EE Deductions         | \$7,467.41   |
| ER Contributions      | \$4,294.65       | ER Contributions      | \$4,294.65   |
| Total Payroll Expense | \$32,063.01      | Total Payroll Expense | \$32,063.01  |

End of Report

# Atwood Heights School District 125

## Labor Summary Report

Fiscal Year: 2026-2027

Pay Period: 1

Pay Cycle: Biweekly

Starting: 06/27/2026

Ending: 07/10/2026

Pay Date: 07/10/2026

|                                                    | <u>Certified</u>   | <u>Classified</u> | <u>Total</u>       |
|----------------------------------------------------|--------------------|-------------------|--------------------|
| Gross Pay                                          | \$34,589.01        | \$1,327.45        | \$35,916.46        |
| <b><u>Employee Deductions:</u></b>                 |                    |                   |                    |
| Federal Income Tax                                 | \$4,490.27         | \$88.13           | \$4,578.40         |
| FICA - Social Security                             | \$709.85           | \$82.30           | \$792.15           |
| FICA - Medicare                                    | \$491.95           | \$19.25           | \$511.20           |
| Deduction - Regular (Not Tax Exempt)               | \$100.00           | \$0.00            | \$100.00           |
| Deduction - TSA (Fed Tax Exempt)                   | \$700.00           | \$0.00            | \$700.00           |
| Deduction - Section 125 (Fed and FICA Tax Exempt)  | \$753.38           | \$0.00            | \$753.38           |
| State Tax - Illinois                               | \$1,573.89         | \$57.18           | \$1,631.07         |
| Retirement - Illinois TRS                          | \$0.00             | \$0.00            | \$0.00             |
| Retirement - Illinois TRS THIS Fund                | \$0.00             | \$0.00            | \$0.00             |
| Retirement - Illinois TRS Member Benefit Inc. (TE) | \$0.00             | \$0.00            | \$0.00             |
| Retirement - Illinois IMRF Voluntary Additional    | \$292.91           | \$0.00            | \$292.91           |
| Retirement - Illinois IMRF (Taxable Benefit)       | \$531.70           | \$59.74           | \$591.44           |
| <b><u>Total Employee Deductions:</u></b>           | <b>\$9,643.95</b>  | <b>\$306.60</b>   | <b>\$9,950.55</b>  |
| <b><u>Total Net Pay:</u></b>                       | <b>\$24,945.06</b> | <b>\$1,020.85</b> | <b>\$25,965.91</b> |
| <b><u>Direct Deposit:</u></b>                      | <b>\$24,945.06</b> | <b>\$1,020.85</b> | <b>\$25,965.91</b> |
| <b><u>Net Pay Checks:</u></b>                      | <b>\$0.00</b>      | <b>\$0.00</b>     | <b>\$0.00</b>      |

### **Employer Paid Benefits:**

|                                                    |                   |                 |                   |
|----------------------------------------------------|-------------------|-----------------|-------------------|
| FICA - Social Security                             | \$709.85          | \$82.30         | \$792.15          |
| FICA - Medicare                                    | \$491.95          | \$19.25         | \$511.20          |
| Deduction - Regular (Not Tax Exempt)               | \$70.31           | \$2.43          | \$72.74           |
| Deduction - Section 125 (Fed and FICA Tax Exempt)  | \$3,668.96        | \$0.00          | \$3,668.96        |
| Retirement - Illinois TRS                          | \$2,252.35        | \$0.00          | \$2,252.35        |
| Retirement - Illinois TRS THIS Fund                | \$392.93          | \$0.00          | \$392.93          |
| Retirement - Illinois TRS Member Benefit Inc. (TE) | \$145.15          | \$0.00          | \$145.15          |
| Retirement - Illinois IMRF (Taxable Benefit)       | \$690.02          | \$77.52         | \$767.54          |
| <b><u>Total Employer Benefits:</u></b>             | <b>\$8,421.52</b> | <b>\$181.50</b> | <b>\$8,603.02</b> |

## Atwood Heights School District 125

### Labor Summary Report

Fiscal Year: 2026-2027

Pay Period: 1

Pay Cycle: Biweekly

Starting: 06/27/2026

Ending: 07/10/2026

Pay Date: 07/10/2026

|                               | <u>Certified</u> | <u>Classified</u> | <u>Total</u> |
|-------------------------------|------------------|-------------------|--------------|
| <u>Gross:</u>                 | \$34,589.01      | \$1,327.45        | \$35,916.46  |
| <u>Total Payroll Expense:</u> | \$43,010.53      | \$1,508.95        | \$44,519.48  |
| Number of Employees Paid      | 9                | 1                 | 10           |
| Number of Males               | 1                | 0                 | 1            |
| Number of Females             | 8                | 1                 | 9            |

#### Payroll Balancing Data

|                       |             |                       |             |
|-----------------------|-------------|-----------------------|-------------|
|                       |             | Direct Deposit        | \$25,965.91 |
|                       |             | Employee Checks       | \$0.00      |
| Gross Pay             | \$35,916.46 | Total Net Pay         | \$25,965.91 |
| ER Contributions      | \$8,603.02  | EE Deductions         | \$9,950.55  |
|                       |             | ER Contributions      | \$8,603.02  |
| Total Payroll Expense | \$44,519.48 | Total Payroll Expense | \$44,519.48 |

End of Report

## Atwood Heights School District 125

### Labor Summary Report

Fiscal Year: 2026-2027

Pay Period: 2

Pay Cycle: Biweekly

Starting: 07/11/2026

Ending: 07/24/2026

Pay Date: 07/24/2026

|                                                    | <u>Certified</u>   | <u>Classified</u> | <u>Total</u>       |
|----------------------------------------------------|--------------------|-------------------|--------------------|
| Gross Pay                                          | \$68,888.69        | \$7,861.33        | \$76,750.02        |
| <b><u>Employee Deductions:</u></b>                 |                    |                   |                    |
| Federal Income Tax                                 | \$12,144.53        | \$538.91          | \$12,683.44        |
| FICA - Social Security                             | \$1,505.23         | \$476.49          | \$1,981.72         |
| FICA - Medicare                                    | \$988.50           | \$111.44          | \$1,099.94         |
| Deduction - Regular (Not Tax Exempt)               | \$100.00           | \$36.00           | \$136.00           |
| Deduction - TSA (Fed Tax Exempt)                   | \$700.00           | \$0.00            | \$700.00           |
| Deduction - Section 125 (Fed and FICA Tax Exempt)  | \$809.31           | \$176.04          | \$985.35           |
| State Tax - Illinois                               | \$3,244.20         | \$349.27          | \$3,593.47         |
| Retirement - Illinois TRS                          | \$0.00             | \$0.00            | \$0.00             |
| Retirement - Illinois TRS THIS Fund                | \$0.00             | \$0.00            | \$0.00             |
| Retirement - Illinois TRS Member Benefit Inc. (TE) | \$0.00             | \$0.00            | \$0.00             |
| Retirement - Illinois IMRF Voluntary Additional    | \$575.19           | \$92.86           | \$668.05           |
| Retirement - Illinois IMRF (Taxable Benefit)       | \$1,031.84         | \$291.61          | \$1,323.45         |
| <b><u>Total Employee Deductions:</u></b>           | <b>\$21,098.80</b> | <b>\$2,072.62</b> | <b>\$23,171.42</b> |
| <b><u>Total Net Pay:</u></b>                       | <b>\$47,789.89</b> | <b>\$5,788.71</b> | <b>\$53,578.60</b> |
| <b><u>Direct Deposit:</u></b>                      | <b>\$47,739.89</b> | <b>\$4,771.32</b> | <b>\$52,561.21</b> |
| <b><u>Net Pay Checks:</u></b>                      | <b>\$0.00</b>      | <b>\$1,017.39</b> | <b>\$1,017.39</b>  |

### **Employer Paid Benefits:**

|                                                    |                    |                   |                    |
|----------------------------------------------------|--------------------|-------------------|--------------------|
| FICA - Social Security                             | \$1,505.23         | \$476.49          | \$1,981.72         |
| FICA - Medicare                                    | \$988.50           | \$111.44          | \$1,099.94         |
| Deduction - Regular (Not Tax Exempt)               | \$70.31            | \$2.43            | \$72.74            |
| Deduction - Section 125 (Fed and FICA Tax Exempt)  | \$4,026.21         | \$1,033.96        | \$5,060.17         |
| Retirement - Illinois TRS                          | \$4,370.30         | \$0.00            | \$4,370.30         |
| Retirement - Illinois TRS THIS Fund                | \$762.39           | \$0.00            | \$762.39           |
| Retirement - Illinois TRS Member Benefit Inc. (TE) | \$281.65           | \$0.00            | \$281.65           |
| Retirement - Illinois IMRF (Taxable Benefit)       | \$1,339.10         | \$378.44          | \$1,717.54         |
| <b><u>Total Employer Benefits:</u></b>             | <b>\$13,343.69</b> | <b>\$2,002.76</b> | <b>\$15,346.45</b> |

## Atwood Heights School District 125

### Labor Summary Report

Fiscal Year: 2026-2027

Pay Period: 2

Pay Cycle: Biweekly

Starting: 07/11/2026

Ending: 07/24/2026

Pay Date: 07/24/2026

|                               | <u>Certified</u> | <u>Classified</u> | <u>Total</u> |
|-------------------------------|------------------|-------------------|--------------|
| <u>Gross:</u>                 | \$68,888.69      | \$7,861.33        | \$76,750.02  |
| <u>Total Payroll Expense:</u> | \$82,232.38      | \$9,864.09        | \$92,096.47  |
| Number of Employees Paid      | 14               | 6                 | 20           |
| Number of Males               | 4                | 1                 | 5            |
| Number of Females             | 10               | 5                 | 15           |

#### Payroll Balancing Data

|                       |             |                       |             |
|-----------------------|-------------|-----------------------|-------------|
|                       |             | Direct Deposit        | \$52,561.21 |
|                       |             | Employee Checks       | \$1,017.39  |
| Gross Pay             | \$76,750.02 | Total Net Pay         | \$53,578.60 |
|                       |             | EE Deductions         | \$23,171.42 |
| ER Contributions      | \$15,346.45 | ER Contributions      | \$15,346.45 |
| Total Payroll Expense | \$92,096.47 | Total Payroll Expense | \$92,096.47 |

End of Report

# Atwood Heights School District 125

## Labor Summary Report

Fiscal Year: 2026-2027

Pay Period: 3

Pay Cycle: Biweekly

Starting: 07/25/2026

Ending: 08/07/2026

Pay Date: 08/07/2026

|                                                    | <u>Certified</u>   | <u>Classified</u> | <u>Total</u>       |
|----------------------------------------------------|--------------------|-------------------|--------------------|
| Gross Pay                                          | \$47,897.49        | \$10,254.50       | \$58,151.99        |
| <b><u>Employee Deductions:</u></b>                 |                    |                   |                    |
| Federal Income Tax                                 | \$5,990.26         | \$800.01          | \$6,790.27         |
| FICA - Social Security                             | \$1,066.50         | \$624.87          | \$1,691.37         |
| FICA - Medicare                                    | \$684.12           | \$146.14          | \$830.26           |
| Deduction - Regular (Not Tax Exempt)               | \$100.00           | \$36.00           | \$136.00           |
| Deduction - TSA (Fed Tax Exempt)                   | \$700.00           | \$0.00            | \$700.00           |
| Deduction - Section 125 (Fed and FICA Tax Exempt)  | \$809.31           | \$176.04          | \$985.35           |
| State Tax - Illinois                               | \$2,218.93         | \$464.14          | \$2,683.07         |
| Retirement - Illinois TRS                          | \$0.00             | \$0.00            | \$0.00             |
| Retirement - Illinois TRS THIS Fund                | \$0.00             | \$0.00            | \$0.00             |
| Retirement - Illinois TRS Member Benefit Inc. (TE) | \$0.00             | \$0.00            | \$0.00             |
| Retirement - Illinois IMRF Voluntary Additional    | \$292.91           | \$148.58          | \$441.49           |
| Retirement - Illinois IMRF (Taxable Benefit)       | \$640.72           | \$364.20          | \$1,004.92         |
| <b><u>Total Employee Deductions:</u></b>           | <b>\$12,502.75</b> | <b>\$2,759.98</b> | <b>\$15,262.73</b> |
| <b><u>Total Net Pay:</u></b>                       | <b>\$35,394.74</b> | <b>\$7,494.52</b> | <b>\$42,889.26</b> |
| <b><u>Direct Deposit:</u></b>                      | <b>\$35,394.74</b> | <b>\$6,212.75</b> | <b>\$41,607.47</b> |
| <b><u>Net Pay Checks:</u></b>                      | <b>\$0.00</b>      | <b>\$1,281.79</b> | <b>\$1,281.79</b>  |

### Employer Paid Benefits:

|                                                    |                   |                   |                    |
|----------------------------------------------------|-------------------|-------------------|--------------------|
| FICA - Social Security                             | \$1,066.50        | \$624.87          | \$1,691.37         |
| FICA - Medicare                                    | \$684.12          | \$146.14          | \$830.26           |
| Deduction - Regular (Not Tax Exempt)               | \$70.31           | \$2.43            | \$72.74            |
| Deduction - Section 125 (Fed and FICA Tax Exempt)  | \$4,026.21        | \$1,033.96        | \$5,060.17         |
| Retirement - Illinois TRS                          | \$2,252.35        | \$0.00            | \$2,252.35         |
| Retirement - Illinois TRS THIS Fund                | \$392.93          | \$0.00            | \$392.93           |
| Retirement - Illinois TRS Member Benefit Inc. (TE) | \$145.15          | \$0.00            | \$145.15           |
| Retirement - Illinois IMRF (Taxable Benefit)       | \$831.50          | \$472.64          | \$1,304.14         |
| <b><u>Total Employer Benefits:</u></b>             | <b>\$9,469.07</b> | <b>\$2,280.04</b> | <b>\$11,749.11</b> |

## Atwood Heights School District 125

### Labor Summary Report

Fiscal Year: 2026-2027

Pay Period: 3

Pay Cycle: Biweekly

Starting: 07/25/2026

Ending: 08/07/2026

Pay Date: 08/07/2026

|                               | <u>Certified</u> | <u>Classified</u> | <u>Total</u> |
|-------------------------------|------------------|-------------------|--------------|
| <u>Gross:</u>                 | \$47,897.49      | \$10,254.50       | \$58,151.99  |
| <u>Total Payroll Expense:</u> | \$57,366.56      | \$12,534.54       | \$69,901.10  |
| Number of Employees Paid      | 15               | 6                 | 21           |
| Number of Males               | 4                | 1                 | 5            |
| Number of Females             | 11               | 5                 | 16           |

#### Payroll Balancing Data

|                       |             |                       |             |
|-----------------------|-------------|-----------------------|-------------|
|                       |             | Direct Deposit        | \$41,607.47 |
|                       |             | Employee Checks       | \$1,281.79  |
| Gross Pay             | \$58,151.99 | Total Net Pay         | \$42,889.26 |
| ER Contributions      | \$11,749.11 | EE Deductions         | \$15,262.73 |
|                       |             | ER Contributions      | \$11,749.11 |
| Total Payroll Expense | \$69,901.10 | Total Payroll Expense | \$69,901.10 |

End of Report

# Atwood Heights School District 125

## Labor Summary Report

Fiscal Year: 2026-2027

Pay Period: 4

Pay Cycle: Biweekly

Starting: 08/08/2026

Ending: 08/21/2026

Pay Date: 08/21/2026

|                                                    | <u>Certified</u>   | <u>Classified</u> | <u>Total</u>       |
|----------------------------------------------------|--------------------|-------------------|--------------------|
| Gross Pay                                          | \$41,825.52        | \$9,786.48        | \$51,612.00        |
| <b><u>Employee Deductions:</u></b>                 |                    |                   |                    |
| Federal Income Tax                                 | \$5,036.13         | \$670.13          | \$5,706.26         |
| FICA - Social Security                             | \$1,173.69         | \$557.35          | \$1,731.04         |
| FICA - Medicare                                    | \$605.08           | \$130.35          | \$735.43           |
| Deduction - Regular (Not Tax Exempt)               | \$100.00           | \$36.00           | \$136.00           |
| Deduction - TSA (Fed Tax Exempt)                   | \$700.00           | \$0.00            | \$700.00           |
| Deduction - Section 125 (Fed and FICA Tax Exempt)  | \$809.31           | \$176.04          | \$985.35           |
| State Tax - Illinois                               | \$1,950.08         | \$410.31          | \$2,360.39         |
| Retirement - Illinois TRS                          | \$28.80            | \$0.00            | \$28.80            |
| Retirement - Illinois TRS THIS Fund                | \$2.88             | \$0.00            | \$2.88             |
| Retirement - Illinois TRS Member Benefit Inc. (TE) | \$0.00             | \$0.00            | \$0.00             |
| Retirement - Illinois IMRF Voluntary Additional    | \$323.96           | \$145.30          | \$469.26           |
| Retirement - Illinois IMRF (Taxable Benefit)       | \$701.71           | \$362.73          | \$1,064.44         |
| <b><u>Total Employee Deductions:</u></b>           | <b>\$11,431.64</b> | <b>\$2,488.21</b> | <b>\$13,919.85</b> |
| <b><u>Total Net Pay:</u></b>                       | <b>\$30,393.88</b> | <b>\$7,298.27</b> | <b>\$37,692.15</b> |
| <b><u>Direct Deposit:</u></b>                      | <b>\$31,014.88</b> | <b>\$5,395.48</b> | <b>\$36,410.36</b> |
| <b><u>Net Pay Checks:</u></b>                      | <b>(\$621.00)</b>  | <b>\$1,902.79</b> | <b>\$1,281.79</b>  |

### **Employer Paid Benefits:**

|                                                    |                   |                   |                    |
|----------------------------------------------------|-------------------|-------------------|--------------------|
| FICA - Social Security                             | \$1,173.69        | \$557.35          | \$1,731.04         |
| FICA - Medicare                                    | \$605.08          | \$130.35          | \$735.43           |
| Deduction - Regular (Not Tax Exempt)               | \$72.74           | \$2.43            | \$75.17            |
| Deduction - Section 125 (Fed and FICA Tax Exempt)  | \$4,026.21        | \$1,033.96        | \$5,060.17         |
| Retirement - Illinois TRS                          | \$2,252.35        | \$0.00            | \$2,252.35         |
| Retirement - Illinois TRS THIS Fund                | \$395.07          | \$0.00            | \$395.07           |
| Retirement - Illinois TRS Member Benefit Inc. (TE) | \$147.01          | \$0.00            | \$147.01           |
| Retirement - Illinois IMRF (Taxable Benefit)       | \$910.64          | \$470.73          | \$1,381.37         |
| <b><u>Total Employer Benefits:</u></b>             | <b>\$9,582.79</b> | <b>\$2,194.82</b> | <b>\$11,777.61</b> |



## Atwood Heights School District 125

### Labor Summary Report

Fiscal Year: 2026-2027

Pay Period: 4

Pay Cycle: Biweekly

Starting: 08/08/2026

Ending: 08/21/2026

Pay Date: 08/21/2026

|                               | <u>Certified</u> | <u>Classified</u> | <u>Total</u> |
|-------------------------------|------------------|-------------------|--------------|
| <u>Gross:</u>                 | \$41,825.52      | \$9,786.48        | \$51,612.00  |
| <u>Total Payroll Expense:</u> | \$51,408.31      | \$11,981.30       | \$63,389.61  |
| <hr/>                         |                  |                   |              |
| Number of Employees Paid      | 16               | 7                 | 23           |
| Number of Males               | 4                | 1                 | 5            |
| Number of Females             | 12               | 6                 | 18           |

#### Payroll Balancing Data

|                       |             |                       |             |
|-----------------------|-------------|-----------------------|-------------|
|                       |             | Direct Deposit        | \$36,410.36 |
|                       |             | Employee Checks       | \$1,281.79  |
| Gross Pay             | \$51,612.00 | Total Net Pay         | \$37,692.15 |
| ER Contributions      | \$11,777.61 | EE Deductions         | \$13,919.85 |
|                       |             | ER Contributions      | \$11,777.61 |
| Total Payroll Expense | \$63,389.61 | Total Payroll Expense | \$63,389.61 |

End of Report

8/18/2026

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Account transactions  
Lawn Manor Student Activities 2026-2027

| Num         | Date | Payee | Category        | Amount | Running Balance |
|-------------|------|-------|-----------------|--------|-----------------|
|             |      |       | Opening Balance |        | 1,601.24        |
| Grand Total |      |       |                 | 0.00   | 1,601.24        |

8/20/2026

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Account transactions  
ML Student Activities 2026-2027

| Num         | Date | Payee | Category        | Amount | Running Balance |
|-------------|------|-------|-----------------|--------|-----------------|
|             |      |       | Opening Balance |        | 20,424.32       |
| Grand Total |      |       |                 | 0.00   | 20,424.32       |

Account Transactions  
Hamlin Student Activity 2026-2027

| Num                    | Date      | Payee               | Memo                           | Category   | Amount     | Running Balance |
|------------------------|-----------|---------------------|--------------------------------|------------|------------|-----------------|
|                        |           |                     | Opening Balance as of 6/1/2026 |            |            | \$18,275.14     |
| 1553                   | 6/2/2026  | Lions Club          | Fundraiser                     | Donation   | (1,200.00) | \$17,075.14     |
|                        | 6/15/2026 | Deposit             | Yearbook                       | Deposit    | 2,910.00   | \$19,985.14     |
| 1554                   | 6/26/2026 | Shakespeare Theatre | 7th Grade Trip                 | Field Trip | (280.00)   | \$19,705.14     |
|                        | 6/29/2026 | Deposit             | Graduation/Fees and Fines      | Deposit    | 1,072.00   | \$20,777.14     |
| Month Ending 7/31/2026 |           |                     |                                |            |            | \$20,777.14     |

# Atwood Heights School District 125

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## Special Education Procedures Assuring the Implementation of Comprehensive Programming for Children with Disabilities REVISED March 2026

*Editor's Note: The Illinois Council of School Attorneys' Special Education Committee prepared these "Special Education Procedures" to help school districts and special education cooperatives comply with the Illinois State Board of Education requirements. The "Special Education Procedures" are designed to provide accurate and authoritative information regarding the subject matter covered. They do not contain the required components for procedures on the use of behavioral interventions for children with disabilities-behavioral interventions must be developed locally. Throughout the "Special Education Procedures", words importing the male and/or female gender include all gender neutral/inclusive pronouns, and the use of "Parent(s)" or Parents includes any and all guardians.*

*The "Special Education Procedures" are distributed with the understanding that neither the Illinois Council of School Attorneys nor the Illinois Association of SchoolBoards (nor their members, employees, or agents) is engaged in rendering legal or other professional service. If legal advice or other expert assistance is required, the service of a competent professional person should be sought.*

*For a child in the legal custody of the department of Children and Family Services (DCFS), District must provide the DCFS Office of Education and Transition Services with notice of major school-sponsored events, notice of meetings concerning the student that would otherwise involve a parent, and copies of specific student records, including but not limited to multidisciplinary conference summary reports and recommendations.*

### **Section 1. Provision of a Free Appropriate Public Education (FAPE)**

- A. Comprehensive Program
- B. Public Awareness
- C. Providing Free Appropriate Public Education (FAPE)
- D. Exceptions to Providing FAPE

### **Section 2. Child Find**

- A. Child Find Responsibility

### **Section 3. Evaluation and Determination of Eligibility**

- A. Evaluation Procedures
  - 1. Definitions
  - 2. Procedures for Requesting an Initial Evaluation
  - 3. Persons Who Can Request an Evaluation
  - 4. Dyslexia
  - 5. District's Response to Request
  - 6. Identification of Needed Assessments
  - 7. Eligibility Determination Timeline
  - 8. Failure to Evaluate
- B. Evaluation Requirements
  - 1. Conducting the Evaluation
  - 2. Assessments and Evaluation Materials
- C. Determination of Eligibility
- D. Additional Requirements for Identifying Children with Specific Learning Disabilities
- E. Reevaluations
- F. Independent Educational Evaluation

### **Section 4. Individualized Education Programs (IEPs)**

- A. Development of IEP
  - 1. IEP Meeting Timeline
  - 2. IEP Team
  - 3. IEP Team Attendance
  - 4. Parental Participation
  - 5. General Considerations

- 6. Consideration of Special Factors
- 7. IEP Components
- 8. Behavior Intervention Plan
- 9. Private School Placements
- 10. Determination of Placement
- 11. Initial IEPs
- 12. Provision of Services
- 13. Provision of IEP Copies
- B. Determination of Related Services
- C. Implementation of the IEP
- D. Review and Revision of the IEP
- E. Transfer Students
- F. Children Aged Three (3) Through Five (5)

**Section 5. Students' Participation in Assessments**

**Section 6. Serving Students in the Least Restrictive Environment**

- A. Overview of Placement
- B. Participation in General Education Programs
- C. State-Operated or Nonpublic Special Education Facility
- D. Continuum of Placement Options
- E. Determining Educational Placement
- F. Nonacademic and Extracurricular Services

**Section 7. Provision of Extended School Year Services**

**Section 8. Transition of Children Served Under Part C of IDEA into Preschool Programs**

- A. Children Reaching Age Three (3)
- B. Children Reaching Age Six (6)

**Section 9. Serving Students Who Attend Nonpublic Schools**

- A. Placement by the District in Nonpublic Special Education Programs/Facilities
- B. Children With Disabilities Enrolled by Their Parents in Private Schools Where FAPE is at Issue
- C. Children With Disabilities Enrolled by Their Parents in Private Schools Where FAPE is Not at Issue

**Section 10. Procedural Safeguards**

- A. Procedural Safeguards Notice
- B. Prior Written Notice by the District
- C. Notice of Issuance of Diploma
- D. Language of Notifications
- E. Opportunity to Examine Records; Parental Participation in Meetings
- F. Consent
- G. Revocation of Consent for Evaluations and Reevaluations
- H. Revocation of Consent for Special Education and Related Services
- I. Due Process Complaints
  - 1. Filing a Due Process Complaint
  - 2. Notification to Parent(s)
  - 3. Content of Due Process Complaint
  - 4. Notification of Free or Low-Cost Legal Services or Other Related Services in the Area
  - 5. Forwarding of Parent Due Process Complaint to ISBE
  - 6. District Response to Due Process Complaint
  - 7. Other Party Response to Due Process Complaint
  - 8. Resolution Meeting
  - 9. Amendment of Due Process Complaint
  - 10. Rights of the Parties Related to the Due Process Hearing
  - 11. Parental Rights Related to the Due Process Hearing
  - 12. Participant's Right to Interpreter
  - 13. Stay-Put
  - 14. District Authority to Change a Student's Placement
  - 15. Hearing Timelines
  - 16. Right to Appeal Hearing Decision
- J. Expedited Due Process Hearings

- K. Mediation
- L. Prospective Waiver of Legal Right or Claim
- M. ISBE Complaints
- N. Surrogate Parents
- O. Independent Educational Evaluations
- P. Transfer of Parental Rights

**Section 11 Behavioral Intervention and Discipline**

- A. Behavioral Interventions
- B. Discipline of Children with Disabilities
- C. Change of Placement
- D. Manifestation Determination
- E. Special Education Suspension Procedures
- F. Special Education Expulsion Procedures
- G. Misconduct Involving Weapons, Drugs, or Infliction of Serious Bodily Injury
- H. Change of Placement if Maintenance of Current Placement is Likely to Result in Injury
- I. Protections for Children Not Yet Eligible Under IDEA
- J. Referral to and Action by Law Enforcement and Judicial Authorities

**Section 12. Establishing the Goal of Full Educational Opportunity; Performance Goals and Indicators**

- A. Establishment of the Goal
- B. Annual Data Collection Requirements
- C. Performance Goals and Indicators

**Section 13. Confidentiality of Personally Identifiable Information**

**Section 14. Matching and Supplementing Funds for Special Education Programs and Services**

**Section 15. Competent Interpretation Services at IEP Meetings and Translation of Vital IEP Process Documents**

- A. Competent Interpretation Services at IEP Meetings
- B. Translation of Vital IEP Process Documents

**Section 16. Personnel Development**

## **Section 1. Provision of a Free Appropriate Public Education (FAPE)**

### **A. Comprehensive Program**

The District provides and maintains appropriate and effective educational programs in order to afford every eligible child with a disability who is between the ages of three (3) and 21, inclusive (if the eligible student reaches the age of 22 during the school year, the student is eligible for such services through the end of the school year), is enrolled in the District, and requires special education and related services to address the adverse effect of the disability on his/her education, a free appropriate public education (FAPE). The District makes available to all eligible children who are residents of the District a comprehensive program of special education that includes:

1. A viable organizational and financial structure;
2. Systematic procedures for identifying and evaluating the need for special education and related services.
3. A continuum of appropriate alternative placements available to meet the needs of children for special education and related services which may include, but is not limited to, any of the following:
  - a. Regular classes;
  - b. Special classes;
  - c. Special schools;
  - d. Home/hospital services; and
  - e. State operated or nonpublic programs.
4. Qualified personnel who are employed in sufficient number to provide:
  - a. Administration of the program;
  - b. Supervisory services;
  - c. Instructional and resource services;
  - d. Related services; and
  - e. Transportation services.
5. Appropriate and adequate facilities, equipment, and materials.
6. Functional relationships with public and private agencies that can supplement or enhance the special education services of the public schools.
7. Interaction with Parents and other concerned persons that facilitates the educational development of children with disabilities.
8. Procedures for internal evaluation of the special education services provided.
9. Continuous planning for program growth and improvement based on internal and external evaluation.



## **B. Public Awareness**

The District shall create public awareness of special education and related services and advise the public of the rights of children with disabilities pursuant to District' developed procedures. In so doing, the District shall comply with the following:

1. Information provided to the public shall be made available in each of the major languages represented in the District and in the language that will be understandable to Parents regardless of ethnic or cultural background or hearing or visual abilities.
2. Annual notification shall be provided to all Parents in the District regarding the special education services available in or through the District.
3. Annual dissemination of information to the community served by the District regarding the special education services available in or through the district and the rights of children with disabilities.
4. The District will post on its website, if any, and incorporate into student handbooks/newsletters, notice that students with disabilities who do not qualify for special education and related services under the IDEA may qualify for services under Section 504 if the student: (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record of a physical or mental impairment; or (3) is regarded as having a physical or mental impairment. The notice will state that any Parent who is deaf or does not typically communicate using spoken English and who participates in a Section 504 meeting is entitled to the services of an interpreter.
5. Documentation, including examples as appropriate, of the District's public awareness efforts shall be maintained in the District's files.

## **C. Providing Free Appropriate Public Education (FAPE)**

The District will provide FAPE to all children with disabilities between the ages of three (3) and 21, inclusive (if the eligible student reaches the age of 22 during the school year, the student is eligible for such services through the end of the school year), including children with disabilities who have been suspended or expelled from school for more than 10 consecutive school days during the school year, or who receive a series of removals that constitute a change in placement. To meet these requirements, the District shall:

1. Actively seek out and identify all children from birth through age 21 within the District (and those parentally-placed private school children for whom the District is responsible (See Section 9) who may be eligible for special education and related services.
2. Ensure that FAPE is available to any individual child with a disability who needs special education and related services.
3. Provide special education and related services according to the child's individualized education program (IEP), which shall be developed in accordance with these procedures, at no cost to Parents. The IEP shall specify the special education and related services needed in order to ensure that the child receives FAPE, including any extended school year services, if appropriate.

4. Make FAPE available to all eligible children with disabilities no later than the child's third birthday.
5. Identify the special education services and placement that constitute FAPE for a particular child based on the child's unique needs and not on the child's category of disability. These services shall address all of the child's identified needs for special education and related services.
6. Provide nonacademic and extracurricular services and activities in a manner necessary to afford children with disabilities an equal opportunity to participate in those services and activities.
7. Not delay implementing a child's IEP, including any case in which the source of payment or provision of services to the child is being determined.
8. Not permanently exclude eligible children from three (3) through 21 years of age, inclusive (if the eligible student reaches the age of 22 during the school year, the student is eligible for such services through the end of the school year), from the public schools, either by direct action by the Board of Education, by indication of the District's inability to provide an educational program, or by informal agreement between the Parents and the District to allow the child to remain without an educational program.
9. Not be required to provide a child with services during periods in which the child has been removed from his/her current placement for 10 school days or fewer in a particular school year, if services are not provided to a child without disabilities who has been similarly removed. However, an eligible child who has been suspended or expelled from school for more than 10 school days during a particular school year shall continue to receive services necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP.
10. Ensure that a child with a disability who is receiving special education from his/her current school District and transfers into this District, receives FAPE. (See Section 4, E for applicable procedures).
11. Meet the requirements set forth in Subpart E of Illinois State Board of Education (ISBE) regulations in providing FAPE to children with disabilities who have been suspended or expelled from school. Such regulations require compliance with 34 C.F.R. §§ 300.530 through 300.536, Section 10-22.6 of the *School Code* [105 ILCS 5/10-22.6], and 23 Ill. Admin. Code §226.400. If a student with a disability is the subject of an expulsion or a suspension which is longer than 10 cumulative days, the District shall conduct an IEP meeting to either review or develop a behavioral intervention plan for the student.
12. Not deny FAPE to any child for whom services are sought shall regardless of any jurisdictional disputes among Illinois agencies.
13. Provide an eligible student who requires continued public school educational experience to facilitate his/her integration into society with services through age 21, inclusive (i.e., through the end of the school year in which the student turns 22 years old).

#### **D. Exceptions to Providing FAPE**

1. The District is not required to provide FAPE to a student with a disability who has graduated with a regular high school diploma. Students who have participated in a graduation ceremony but have not been awarded a regular high school diploma continue to be eligible to receive FAPE through age 21, inclusive. If the eligible student reaches the age of 22 during the school year, the student is eligible for such services through the end of the school year.
2. The District is required to provide FAPE to a student with a disability who has fulfilled the minimum State graduation requirements set forth in the *School Code* but whose IEP prescribes special education, transition planning, transition services, or related services beyond that point. In such cases, the issuance of the diploma shall be deferred so that the student will continue to be eligible for those services.
3. Any child 18 through 21 (or, if applicable, 22) years of age who is incarcerated and who is not identified as eligible and did not have an IEP in his/her educational placement immediately prior to incarceration shall not be provided FAPE.

LEGAL REF.:        20 U.S.C. §§ 1412 (State eligibility), 1413 (Local educational agency eligibility).

                         34 C.F.R. §§ 300.101 (Free appropriate public education (FAPE)), 300.102 (Limitation -- exception to FAPE for certain ages), 300.103 (FAPE - methods and payments), 300.106 (Extended school year).

                         105 ILCS 5/14-1.02 (Children with disabilities).

                         23 Ill. Admin. Code §§ 226.50 (Requirements for a Free Appropriate Public Education (FAPE)), 226.700 (General).

## **Section 2. Child Find**

### **A. Child Find Responsibility**

1. As noted in Section 1, the District is responsible for actively seeking out and identifying all children from birth through age 21 within the District (and those parentally-placed private school children for whom the District is responsible – see Section 9) who may be eligible for special education and related services. This requirement relates to homeless children, children who are wards of the state, and highly mobile and migrant children. Procedures developed to fulfill the child find responsibility shall include:
  - a. Annual and ongoing screenings of children under the age of five (5) for the purpose of identifying those who may need early intervention or special education and related services.
  - b. Ongoing review of each child's performance and progress by teachers and other professional personnel, in order to refer those children who exhibit problems that interfere with their educational progress or their adjustment to the educational setting, suggesting that they may be eligible for special education and related services.
  - c. Ongoing coordination with early intervention programs to identify children from birth through two (2) years of age who have or are suspected of having disabilities, in order to ensure provision of services in accordance with applicable timelines. The District shall participate in transition planning conferences arranged by the designated lead agency in order to develop a transition plan enabling the public school to implement an Individual Family Service Plan (IFSP) or IEP no later than the third birthday of each eligible child or, for a child with a birthday between May 1 and August 31 who continues to receive early intervention services past the third birthday, by the beginning of the school year following that birthday.
2. When District staff members conclude that an individual evaluation of a particular child is warranted based on factors such as a child's educational progress, interaction with others, or other functioning in the school environment, the requirements for evaluation set forth here shall apply.

LEGAL REF.: 20 U.S.C. §§ 1412 (State eligibility), 1412(a)(3) (Child find), 1413 (Local educational agency eligibility), 1413(a)(1) (Consistency with State policies), 1413(a)(3) (Personnel development).

34 C.F.R. §§ 300.111 (Child find).

23 Ill. Admin. Code §226.100 (Child Find Responsibility).

### **Section 3. Evaluation and Determination of Eligibility**

#### **A. Evaluation Procedures**

1. Definitions.
  - a. The *date of referral* is the date the District receives a written request for an evaluation or reevaluation from Parent(s) or other person specified in 23 Ill.Admin.Code §226.110(b).
  - b. Screening procedures used by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation are not considered an evaluation. (See also subsection (e)(2) below regarding screenings to determine if an evaluation is required.)
  - c. *Domain* means an aspect of a child's functioning or performance that must be considered in the course of designing an evaluation. The domains to be considered are health, vision, hearing, social and emotional status, general intelligence, academic performance, communication status, and motor abilities.
2. Procedures for Requesting an Initial Evaluation. The District shall develop and make known to all concerned persons procedures by which an evaluation may be requested. These procedures shall:
  - a. Designate the steps to be taken in making a request for an evaluation.
  - b. Designate the persons to whom a request may be made.
  - c. Identify the information that must be provided.
  - d. Provide any assistance that may be necessary to enable persons making requests to meet any related requirements established by the District, and
  - e. Identify the process for providing Parents with notice of their rights with respect to procedural safeguards.
3. Persons Who Can Request an Evaluation. A request may be made by a Parent of a child or by an employee of a State educational agency, another State agency, a local educational agency, or a community service agency.
4. Dyslexia. Each child suspected of having dyslexia or identified as dyslexic shall be referred for an evaluation.
5. District's Response to Request.
  - a. The District is responsible for processing the request, deciding what action should be taken, and initiating the necessary procedures.
  - b. To determine whether the child requires an evaluation, the District may utilize screening data and conduct preliminary procedures such as observation of the child, assessment for instructional purposes, consultation with the teacher or other individual making the request, and a conference with the child.
  - c. Within 14 school days after receiving a request for an evaluation, the District shall determine whether an evaluation is warranted.

- d. If the District determines not to conduct an evaluation, it shall provide written notice to the Parents as required by State and federal law and a copy of ISBE's Notice of Procedural Safeguards for Parents/Guardians of Children with Disabilities (ISBE Form 34-57J)..
- e. If the District determines an evaluation is to be conducted, within 14 school days after receiving the request for an evaluation:
  - (1) The District shall convene a team of individuals (including the Parent(s)) having the knowledge and skills necessary to administer and interpret evaluation data. The composition of the team will vary depending upon the nature of the child's symptoms and other relevant factors.
  - (2) The team shall identify the assessments necessary to complete the evaluation as described below and shall prepare a written notification for Parent(s) that describes any evaluation procedures to be conducted. For each domain, the notification shall either describe the needed assessments or explain why none are needed. The team may identify the assessments necessary without a meeting.
  - (3) The District shall ensure that the notification of the team's conclusions is transmitted to Parent(s) within the 14-school-day timeline along with the District's request for Parent(s)' informed written consent to conduct the needed assessments and a copy of ISBE's Notice of Procedural Safeguards for Parents/Guardians of Children with Disabilities (ISBE Form 34-57J).
  - (4) Informed written consent for the initial evaluation shall be obtained from the Parent(s) of the child before conducting the evaluation..

6. Identification of Needed Assessments.

- a. An evaluation shall cover all domains that are relevant to the child's known or suspected disability/(ies) under consideration.
- b. The following procedures shall be used for designing an evaluation:
  - (1) The District shall convene a team of individuals (including the Parent(s)) having the knowledge and skills necessary to administer and interpret evaluation data. The composition of the team will vary depending upon the nature of the child's symptoms and other relevant factors.
  - (2) IEP Team members and other qualified professionals, as appropriate, shall review and evaluate existing information about the child, including the following if available:
    - (a) Information from a variety of formal and informal sources, including information provided by the child's Parent(s);
    - (b) Current classroom-based, local, or State assessments, and classroom-based observations;
    - (c) Observations by teachers and providers of related services;
    - (d) Information, if any, provided by the child; and

- (e) Information from specialized evaluations such as those performed by independent evaluators, medical evaluators, behavioral intervention specialists, bilingual specialists, etc.
- (3) The IEP Team may conduct its review without a meeting within the time constraints of Section 3.A.5.e.(3), above.
- c. After review of the information described above, the IEP Team shall determine whether additional evaluation data is needed in any relevant domain and from what source(s) to determine:
  - (1) Whether the child has, or continues to have, one or more disabling conditions;
  - (2) The present levels of performance and educational needs of the child;
  - (3) Whether the disability is adversely affecting the child's educational performance;
  - (4) Whether the child needs or continues to need, special education and related services; and
  - (5) Whether any additions or modifications to the child's special education and related services are needed to enable the child to meet the goals and objectives of his/her IEP and to participate appropriately in the general curriculum.
- 7. Eligibility Determination Timeline. Upon completion of the assessments, but no later than 60 school days following the date Parent signs the informed written consent to perform the needed assessments (or prior to the first day of student attendance in the next school year, if there are fewer than 60 school days remaining in the school year after the date of parental consent), the determination of eligibility shall be made at an IEP meeting.
- 8. Failure to Evaluate. If the District fails to conduct the evaluation, the Parent(s) of the child may appeal this failure in an impartial due process hearing or using ISBE complaint procedures.

## **B. Evaluation Requirements**

- 1. Conducting the Evaluation. In conducting the evaluation, the District must:
  - a. Use a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the child, including information provided by the Parent(s) that may assist in determining:
    - (1) Whether the child is a child with a disability; and
    - (2) The content of the child's IEP;
  - b. Not use any single measure or assessment as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child;
  - c. Use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors;

- d. Ensure it is nondiscriminatory with respect to language, culture, race, and gender;
- (1) The languages used to evaluate a child shall be consistent with the child's primary language or other mode of communication. The District will determine the child's language use pattern and general cultural identification by determining the languages spoken in the child's home and the languages used most comfortably and frequently by the child. If the language use pattern involves two or more languages or modes of communication, the child shall be evaluated by qualified specialists or, when needed, qualified bilingual specialists using each of the languages or modes of communication used by the child.
  - (2) If the child has a non-English-speaking background, a determination shall be made of his or her proficiency in English. This determination shall be conducted in accordance with the provisions of 23 Ill. Admin. Code Part 228, which specifies the assessment procedures and eligibility criteria for bilingual education programs.
  - (3) If documented efforts to locate and secure the services of a qualified bilingual specialist are unsuccessful, the District shall use an individual who possesses the professional credentials required under 23 Ill. Admin. Code §226.840 to complete the specific components of the evaluation. This qualified specialist shall be assisted by an District employee holding an educator license issued pursuant to 105 ILCS 5/21B or other individual who has demonstrated competencies in the language or modes of communication of the child.
  - (4) If documented efforts to locate and secure the services of a qualified bilingual specialist or a qualified specialist assisted by another individual are unsuccessful, the District shall conduct assessment procedures which do not depend upon language. Any special education resulting from such alternative procedures shall be reviewed annually until the student's proficiency is determined no longer to be limited pursuant to 23 Ill. Admin. Code §228.25.
  - (5) Tests given to a child whose primary language is other than English shall be relevant, to the maximum extent possible, to his/her culture.
  - (6) Determination of the child's mode of communication shall be made by assessing the extent to which the child uses verbal expressive language and the use he or she makes of other modes of communication (e.g., gestures, signing, unstructured sounds) as a substitute for verbal expressive language.
  - (7) If the child's receptive and/or expressive communication skills are impaired due to hearing and/or language deficits, the District shall utilize test instruments and procedures that do not stress spoken language and one of the following:
    - (a) Visual communication techniques in addition to auditory techniques.
    - (b) An interpreter to assist the evaluative personnel with language and testing.
  - (8) The child's language use pattern, proficiency in English, mode of communication, and general cultural identification shall be noted in the child's



temporary student record, and this information shall be used in the evaluation and in the development and implementation of the individualized education program.

2. Assessments and Evaluation Materials. Assessments and their evaluation materials must be:

- a. Used for the purposes for which the assessments or measures are valid and reliable.
- b. Administered by trained and knowledgeable personnel; and
- c. Administered in accordance with any instructions provided by the producer of the assessments.

**C. Determination of Eligibility**

- 1. No later than 60 school days following the date Parent signs the informed written consent to conduct an evaluation (or prior to the first day of student attendance in the next school year if there are less than 60 school days remaining in the school year after the date of parental consent), an IEP meeting will be held to consider the results of the evaluation and, if the child is determined to be eligible for special education and related services, to develop an IEP.
- 2. The IEP Team shall consist of a group of qualified professionals as set forth under State and federal law, including Parent(s).
- 3. The IEP Team, after considering the evaluation and other information available regarding the child, shall determine whether the child is or continues to be eligible for special education and related services as a child with a disability as defined by federal and state law and the child's educational needs. In making this determination, the IEP Team shall:
  - a. Draw upon information from a variety of sources, including aptitude and achievement tests, parental input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior.
  - b. Ensure that information obtained from all of these sources is documented and carefully considered; and
  - c. Ensure that a psychological evaluation has been conducted and a recommendation for eligibility has been made by a school psychologist for all children suspected of or determined to have an intellectual disability.
- 4. A child may not be determined eligible if the determinant factor for that determination is lack of instruction in reading or math or Limited English Proficiency and the child does not otherwise meet the eligibility criteria.
- 5. At the conclusion of the meeting convened to consider the results of the evaluation, the team shall prepare a report describing its consideration of pre-existing information about the child, all new evaluation reports obtained, and any other information relevant to the decision about the child's eligibility. This description shall relate the information considered to the child's needs and shall further conform to the

requirements relating to identifying students suspected of or having a specific learning disability, if applicable. The IEP Team's report shall also include:

- a. The date of the meeting;
  - b. The signatures of the participants, indicating their presence at the meeting; and
  - c. Any separate written statement provided by a participant who wishes to be on record as disagreeing with the conclusions expressed in the team's report.
6. If an assessment is conducted under nonstandard conditions, a description of the extent to which the assessment varied from standard conditions shall be included in the evaluation report. This information is needed so that the team of evaluators can assess the effects of these variances on the validity and reliability of the information reported and determine whether additional assessments are needed.
  7. If any needed portion of the evaluation cannot be completed due to lack of parental involvement, religious convictions of the family, or inability of the child to participate in an evaluative procedure, the District shall note the missing portions in the child's evaluation report and state the reasons why those portions could not be completed.
  8. In the event that the student is determined to be eligible for special education and related services, the IEP meeting shall be conducted within 30 calendar days (and no later than 60 school days from the date the District receives the informed written consent for the evaluation or reevaluation from Parent(s)) after the date of that determination.
  9. A copy of the IEP Team's report, together with all documentation upon which it is based will be maintained in the child's temporary education record in accordance with confidentiality requirements.
  10. A copy of the completed document will be provided to Parent(s) at the conclusion of the meeting, unless a later date is agreed upon by the parent and documented in the IEP. If requested, a copy of any evaluation reports will also be provided. .
  11. No later than 10 calendar days following the IEP meeting, Parent(s) will be provided a written notice of the determination of the team, in compliance with 23 Ill. Admin. Code §226.520. If the IEP contains a proposal or refusal to initiate or change the child's educational placement, the Conference Recommendations will be provided in writing in the preferred language of Parent(s) or other mode of communication used by Parent(s) (such as orally if Parent is illiterate).

**D. Additional Requirements for Identifying Children with Specific Learning Disabilities**

1. The criteria for identifying children with specific learning disabilities:
  - a. Must use a process that determines how the child responds to scientific, research-based interventions or multi-tiered systems of support as part of the evaluation procedure;
    - (1) The response to scientific, research-based intervention or a multi-tiered system of support process should use a collaborative team approach and include the engagement of and regular communication with the child's Parent(s).

- (2) The Parent(s) of a child shall be provided with written notice of the District's use of scientific, research-based intervention or a multi-tiered system of support for the child and may be part of the collaborative team approach at the discretion of the District.
    - (3) The Parent(s) shall be provided all data collected and reviewed by the District with regard to the child in the scientific, research-based intervention or multi-tiered system of support process.
  - b. May permit the use of other alternative research-based procedures to determine whether a child has a specific learning disability, as defined in federal law; and
  - c. May permit the use of a severe discrepancy between intellectual ability and achievement for determining whether a child has a specific learning disability.
2. Additional group members required to determine specific learning disability eligibility
- The determination of whether a child suspected of having a specific learning disability is a child with a disability must be made by the child's Parent(s) and a team of qualified professionals, which must include:
- a. The child's general education teacher; or
  - b. If the child does not have a general education teacher, a general education classroom teacher qualified to teach a child of his/her age; or
  - c. For a child less than school age, an individual qualified by ISBE to teach a child of his/her age; and
  - d. At least one person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist, or remedial reading teacher.
3. Determining the existence of a specific learning disability
- a. The group described above may determine that a child has a specific learning disability, if:
    - (1) The child does not achieve adequately for the child's age or to meet State-approved grade-level standards in one or more of the following areas, when provided with learning experiences and instruction appropriate for the child's age or State-approved grade-level standards:
      - (a) Oral expression.
      - (b) Listening comprehension.
      - (c) Written expression.
      - (d) Basic reading skills.
      - (e) Reading fluency skills.
      - (f) Reading comprehension.
      - (g) Mathematics calculation.

- (h) Mathematics problem solving.
  - (2) The child does not make sufficient progress to meet age or State-approved grade-level standards in one or more of the areas identified above when using a process based on the child's response to scientific, researched-based intervention; or
  - (3) The child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, State-approved grade-level standards, or intellectual development, that is determined by the group to be relevant to the identification of a specific learning disability, using appropriate assessments; and
  - (4) The group determines that its findings above are not primarily the result of:
    - (a) A visual, hearing, or motor disability;
    - (b) Cognitive disability;
    - (c) Emotional disability;
    - (d) Cultural factors;
    - (e) Environmental or economic disadvantage; or
    - (f) Limited English Proficiency.
  - b. To ensure that underachievement in a child suspected of having a specific learning disability is not due to lack of appropriate instruction in reading or math, the group has considered, as part of the evaluation, and provided to the child's Parent(s):
    - (a) Data that demonstrate that prior to, or as a part of, the referral process, the child was provided appropriate instruction in regular education settings, delivered by qualified personnel; and
    - (b) Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction.
  - c. The District must promptly request parental informed written consent to evaluate the child to determine if the child needs special education and related services, and must adhere to the timeframes, unless extended by mutual written agreement of the child's Parent(s) and a group of qualified professionals:
    - (a) If, prior to a referral, a child has not made adequate progress after an appropriate period of time when provided instruction, as described above; and
    - (b) Whenever a child is referred for an evaluation.
4. Observation

- a. The District must ensure that the child is observed in the child's learning environment (including the general education classroom setting) to document the child's academic performance and behavior in the areas of difficulty.
  - b. The group meeting to determine whether a child has a specific learning disability, must decide to:
    - (1) Use information from an observation in routine classroom instruction and monitoring of the child's performance that was done before the child was referred for an evaluation; or
    - (2) Have at least one member of the group conduct an observation of the child's academic performance in the general education classroom after the child has been referred for an evaluation and parental informed written consent is received.
  - c. In the case of a child of less than school age or out of school, a group member must observe the child in an environment appropriate for a child of that age.
5. Specific documentation for a determination of specific learning disability
- a. For a child suspected of having a specific learning disability, the documentation of the determination of eligibility must contain a statement of:
    - 1) Whether the child has a specific learning disability;
    - 2) The basis for making the determination, including assurance that the determination has been made in accordance with Section 3, C (3) (a & b);
    - 3) The relevant behavior, if any, noted during the observation of the child and the relationship of that behavior to the child's academic functioning;
    - 4) The educationally relevant medical findings, if any;
    - 5) Whether:
      - (a) The child does not achieve adequately for the child's age or to meet State-approved grade-level standards as provided above; and
      - (b) Either i. or ii.
        - (i) The child does not make sufficient progress to meet age or State-approved grade-level standards as provided above; or
        - (ii) The child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, State-approved grade level standards or intellectual development as provided above;
    - 6) The determination of the group concerning the effects of a visual, hearing, or motor disability; cognitive disability; emotional disability;

cultural factors; environmental or economic disadvantage; or Limited English Proficiency on the child's achievement level; and

- 7) If the child has participated in a process that assesses the child's response to scientific, research-based intervention:
  - (a) The instructional strategies used and the student-centered data collected; and
  - (b) The documentation that the child's Parent(s) were notified about:
    - (i) The State's policies regarding the amount and nature of student performance data that would be collected and the regular education services that would be provided;
    - (ii) Strategies for increasing the child's rate of learning; and
    - (iii) The Parent(s)' right to request an evaluation.

b. Each group member must certify in writing whether the report reflects the member's conclusion. If it does not reflect the member's conclusion, the group member must submit a separate statement presenting the member's conclusions.

#### **E. Reevaluations**

1. The District must ensure that a reevaluation of each child with a disability is conducted in accordance with the procedures for an evaluation in accordance with Section 3, A (1) (a), (d), (e), (f) and Section 3, B:
  - a. If the District determines that the educational or related services needs, including improved academic achievement and functional performance, of the child warrant a reevaluation; or
  - b. If the child's Parent(s) or teacher requests a reevaluation.
2. A reevaluation conducted as described above:
  - a. May occur not more than once a year, unless Parent(s) and the public agency agree otherwise; and
  - b. Must occur at least once every three (3) years, unless Parent(s) and the District agree that a reevaluation is unnecessary.

#### **F. Independent Educational Evaluation**

See Section 10, O.

- LEGAL REF.:
- 20 U.S.C. §§ 1412 (State eligibility), 1412(a)(3) (Child find), 1413 (Local educational agency eligibility), 1413(a)(1) (Consistency with State policies), 1413(a)(3) (Personnel development).
  - 34 C.F.R. §§ 300.8 (Child with a disability), 300.122 (Evaluation), 300.201 (Consistency with State policies), 300.301- 300.306 (Evaluations and Reevaluation), 300-307-300.311 (Additional Procedures for Identifying Children with Specific Learning Disabilities).
  - 105 ILCS 5/14-8.02 (Identification, evaluation, and placement of children), 5/14-8.02h (Response to scientific, research-based intervention).
  - 23 Ill.Admin.Code §§ 226.110 (Evaluation Procedures), 226.120 (Reevaluations), 226.130 (Additional Procedures for Students Suspected of or Having a Specific Learning Disability), 226.135 (Additional Procedures for Students Suspected of or Having an Intellectual Disability), 226.140 (Modes of Communication and Cultural Identification), 226.150 (Evaluation to be Nondiscriminatory), 226.180 (Independent Educational Evaluation).

## **Section 4. Individualized Education Programs**

### **A. Development of IEP**

1. **IEP Meeting Timeline.** An IEP meeting will be conducted within 30 calendar days (and no later than 60 school days from the date the District receives the informed written consent for the evaluation or reevaluation from Parent(s) after a child is determined to be eligible. The child receiving special education and related services must have an IEP developed in compliance with these procedures and in effect at the beginning of each subsequent school year.
2. **IEP Team.** The group of persons responsible for the development of the IEP (IEP Team) includes:
  - a. A representative of the District (other than the child's teacher) who is qualified to provide or supervise the provision of special education, is knowledgeable about the general curriculum, is knowledgeable about the District's resources, has the authority to make commitments for the provision of resources set forth in the IEP, and is able to ensure that the services in the IEP will be implemented.
  - b. At least one of the child's special education teachers, or where appropriate, at least one special education provider of the child. If the child is receiving only speech and language services, the speech and language pathologist shall fulfill this role.
  - c. At least one regular education teacher of the child (if the child is, or may be, participating in the general education environment) who is, or may be, responsible for implementing a portion of the IEP.
  - d. For a child ages three (3) through five (5) who has not yet entered the primary grades, an individual is qualified to teach preschool children without disabilities.
  - e. One or more of the child's Parent(s).
  - f. If appropriate, the child may be invited by either the District or Parent(s). The District shall invite the child when the purpose of the IEP meeting is to consider and plan transition services or when the child has reached the age of 18. When the child does not attend the IEP meeting where transition services are discussed, the District shall take other steps to ensure that the child's preferences and interests are considered.
  - g. Other individuals, at the discretion of Parent(s) or the District, who have knowledge or special expertise regarding the child, including related services personnel as appropriate.
  - h. An individual who is qualified to interpret the instructional implications of the evaluation results (who may be one of the individuals listed herein).
  - i. A qualified bilingual specialist or bilingual teacher (who may be one of the individuals listed herein), if needed to assist meeting participants in understanding the child's language or cultural factors as related to the child's instructional needs. If documented efforts to locate such a person are unsuccessful, the District shall meet the requirements for nondiscriminatory evaluations (see Section 3, B 1(d)).



- j. In those cases where the child's behavior impedes his/her learning or the learning of others, a person knowledgeable about positive behavior strategies.
  - k. If transition services will be discussed and with the informed written consent of Parents (or child who has reached the age of majority), the District shall invite representative(s) of any participating agencies that are likely to be responsible for providing or paying for transition services. This may include, without limitation, a representative from the Department of Human Services or another State agency, a case coordinator, or persons representing other public or community agencies or services, such as adult service providers, disability services coordinators of public community colleges, and a career and technical education (CTE) coordinator. 82 No informed written consent of the Parents (or the child who has reached the age of majority) is required for participation of the District's CTE coordinator.
  - l. For a child who was previously served under Part C of the IDEA, upon request of the Parent, the Part C service coordinator or other representative of the Part C system shall be invited to the initial IEP meeting to assist with the smooth transition of services.
3. IEP Team Attendance.
- a. A member of the IEP Team described above is not required to attend an IEP meeting, in whole or in part, if Parent(s) and the District agree in writing that the attendance of the Team member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting.
  - b. If an IEP meeting involves a modification to or discussion of an IEP Team member's area of the curriculum or related services, that IEP Team member may be excused from attending the meeting, in whole or in part, if (1) Parent(s) and the District consent to the excusal in writing and (2) the IEP Team member submits, in writing to Parent(s) and the IEP Team, input into the development of the IEP prior to the meeting.
4. Parental Participation. The District will take the following steps to encourage parental participation in the IEP process:
- a. The District will schedule each IEP meeting at a mutually agreed upon time and place, whenever possible.
  - b. The District will notify Parents at least 10 calendar days prior to any IEP meeting of the purpose, time and location of the meeting, the titles of the persons who will be in attendance, and Parents' right to invite other individuals with knowledge or special expertise regarding the child and advocates for the Parents or child. The notice will also inform Parents:
    - (1) Of their right to receive copies of all written material that will be considered by the IEP Team at the meeting, including the date when the written material will be delivered or made available;
    - (2) Of their rights under 105 ILCS 5/14-19 to

- (a) Invite other individuals to the meeting to assist them, including individuals who have knowledge or special expertise regarding their child, and advocates for the Parents or child (and request that the Parent inform the school prior to the meeting if the Parent plans to bring other individuals so arrangement can be made to accommodate additional participants); and
  - (b) Request state-sponsored IEP facilitation, including receiving written informational material about the IEP facilitation process by the same distribution methods employed to transmit other documents and information related to an IEP meeting;
- (3) Of their right to review and copy their child's school student records;
- (4) Of the availability of interpretation services at IEP meetings;
- (5) How Parents can request an interpreter;
- (6) That Parents have a right to request that the interpreter provided by the District serve no other role in the IEP meeting than as an interpreter and that the District should make reasonable efforts to fulfill this request;
- (7) Of a point of contact for any questions or complaints about interpretation services; and
- (8) That written translations of Vital IEP Process Documents (see Section 14, below) are available, how to request translated documents, and whom to contact with any questions or complaints about the translations.

Nos. (2) and (6) shall be provided in English, in all common languages, and in Parents' preferred language, if known and practicable. See Section 15, below, for definitions of *common languages* and *preferred language*.

- c. At least three (3) school days prior to any IEP meeting, or as soon as possible if an IEP meeting is scheduled within three (3) school days with written consent of the Parents, the District will provide Parents with copies of all written material that will be considered by the IEP Team at the meeting so that Parents may participate in the meeting as a fully-informed member. Parents will have the option of choosing from the available methods of delivery, including regular mail and picking up materials at school. For a meeting to determine the child's eligibility for special education, the written material must include all evaluations and collected data that will be considered at the meeting. For a child who is already eligible for special education and related services, the written material must include a copy of all IEP components that will be discussed by the IEP Team, other than the components related to the educational and related service minutes proposed for the child and the child's placement.
- d. The District may conduct an IEP meeting without a Parent in attendance if the District is unable to convince Parents that they should attend.
- e. If neither Parent is present at an IEP meeting, the District will maintain a record of its attempts to arrange a mutually agreed upon time and place.
- f. The Parent(s) and District may agree to use alternative means of meeting participation, such as video conferences and conference telephone calls.

- g. The District will take whatever action is necessary and reasonable to facilitate Parent(s)' understanding of and participation in the IEP meeting, including arranging and paying for the expense of a qualified interpreter for Parent(s) whose native language is other than English, or for an interpreter licensed pursuant to the Interpreter for the Deaf Licensure Act of 2007 for Parent(s) who are deaf.
  - (1) All interpreters for the common languages and American Sign Language shall be qualified interpreters that meet the criteria established by ISBE. If a qualified interpreter is not available, the District may use outside vendors, including telephonic interpreters, that are commercially recognized as providing competent interpretation services.
  - (2) For the less common languages, the District will make all reasonable efforts to provide an interpreter that meets criteria established by ISBE (see Section 15, below). The District may use outside vendors, including telephonic interpreters, that are commercially recognized as providing competent interpretation services.
- 5. General Considerations. In developing a child's IEP, the IEP Team shall consider the strengths of the child, the concerns of the Parent(s) regarding the child's education, the results of the most recent evaluations, and the academic, developmental, and functional needs of the child.
- 6. Consideration of Special Factors. The IEP Team also shall consider the following factors:
  - a. The use of positive behavioral interventions and supports, and other strategies, to address that behavior for a child whose behavior impedes the child's learning or that of others;
  - b. The language needs of a child with Limited English Proficiency as those needs relate to the child's IEP;
  - c. Instruction in Braille and the use of Braille, unless the IEP Team determines that, after an evaluation of the child's reading and writing skills, needs and appropriate reading and writing media, it is not needed, for children who are blind or visually impaired;
  - d. Communication needs;
  - e. For a child who is deaf or hard of hearing, the child's language and communication needs, opportunities for direct communication with peers and professionals in the child's language and communication mode, academic level and full range of needs, including opportunities for direct instruction in the child's language and communication mode; and
  - f. Whether the child needs assistive technology devices and services;
  - g. For students on the autism spectrum (which includes autistic disorder, Asperger's disorder, pervasive developmental disorder not otherwise specified, childhood disintegrative disorder, and Rett Syndrome, as defined in the Diagnostic and Statistical Manual of Mental Disorders, fourth edition (DSM IV, 2000)), the IEP Team shall also consider all of the following factors:

- (1) The verbal and nonverbal communication needs of the child;
  - (2) The need to develop social interaction skills and proficiencies;
  - (3) The needs resulting from the child's unusual responses to sensory experience;
  - (4) The needs resulting from resistance to environmental change or change in daily routines;
  - (5) The needs resulting from engagement in repetitive activities and stereotyped movements;
  - (6) The need for any positive behavioral interventions, strategies, and supports to address any behavioral difficulties resulting from autism spectrum disorder; and
  - (7) Other needs resulting from the child's disability that impact progress in the general curriculum, including social and emotional development.
- h. If the student may be eligible to participate in the Home-Based Support Services Program for Mentally Disabled Adults authorized under the *Developmental Disability and Mental Disability Services Act* [405 ILCS 80] upon becoming an adult, the student's IEP shall include plans for:
- (1) Determining the student's eligibility for those home-based services,
  - (2) Enrolling the student in the program of home-based services, and
  - (3) Developing a plan for the student's most effective use of the home-based services after the student becomes an adult and no longer receives special educational services. The plans developed under this paragraph shall include specific actions to be taken by specified individuals, agencies, or officials.
- i. If the student needs extra accommodation during emergencies, including natural disasters or an active shooter situation, that accommodation will be considered when developing the student's IEP.
7. IEP Components. The IEP shall include the following components:
- a. A statement of the child's present levels of academic achievement and functional performance. This must include:
    - (1) A statement of how the child's disability affects his/her involvement and progress in the general curriculum; or
    - (2) For preschool children, as appropriate, how the disability affects the child's participation in appropriate activities.
  - b. A statement of measurable annual goals that reflect consideration of the State Goals for Learning and the Illinois Learning Standards, as well as benchmarks or short-term objectives, developed in accordance with the child's present levels of academic and functional performance, designed to:

- (1) Meet the child's needs that result from the child's disability to enable the child to be involved in and make progress in the general curriculum, or for preschool children to participate in age-appropriate activities; and
  - (2) Meet each of the child's other educational needs that result from the child's disability.
- c. A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, and program modifications or supports that will be provided for the child to:
- (1) Advance appropriately toward attaining the annual goals; and
  - (2) Be involved in and make progress in the general curriculum and participate in extracurricular and other nonacademic activities; and
  - (3) Be educated and participate with other children with and without disabilities.
- d. A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the child on State and District-wide assessments, or a statement of why the child cannot participate in such assessments and why the particular alternate assessment selected is appropriate (see Section 5).
- e. The projected beginning date for the beginning of the services and modifications, and the amount, frequency, and anticipated duration of those services and modifications.
- f. An explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class and in extracurricular and nonacademic activities.
- g. A statement as to whether the child requires extended school year services and, if so, a description of those services that includes their amount, frequency, duration, and location.
- h. A description of how the child's progress towards annual goals will be measured, and when periodic reports on the progress the child is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided.
- i. A statement as to the languages or modes of communication in which special education and related services will be provided, if other than or in addition to English.
- j. Beginning not later than the first IEP to be in effect when the child turns age 14 1/2, and updated annually thereafter, the IEP shall include transition planning, including but not limited to: (1) appropriate, measurable, postsecondary goals based upon age-appropriate assessments related to employment, education or training, and independent living; (2) the transition services that are needed to assist the child in meeting those goals, including courses of study and any other needed services to be provided by entities other than the District; (3) information about the District's career and technical education (CTE) opportunities and

postsecondary CTE opportunities; (4) information about dual credit courses offered by the District, including courses offered for dual credit under Section 16 of the Dual Credit Quality Act [110 ILCS 27/16] and for high school credit only, and entry criteria; (5) consideration of the child's assistive technology needs related to transition goals both while the child is participating in transition-related activities and in post-school activities; (6) consideration of the availability and accessibility of assistive technology devices and services once the child is in the post-school environment; and (7) any additional requirements contained in Section 14-8.03 of the School Code [105 ILCS 5/14-8.03]. 98 If the student is enrolled in a dual credit course for dual credit or for high school credit only, the student's participation in the course must be included as part of the student's transition IEP activities.

- k. By the school year in which the child turns 16, the transition planning process described above must include discussions with the IEP Team, child, Parent(s), and other appropriate team members regarding the child's graduation status and the implications of high school graduation. Such discussions must inform the child, Parent(s), and the child's designated representative under Section 14-6.10 of the School Code [105 ILCS 5/146.10] that:
  - (1) Graduation with a regular high school diploma terminates the child's eligibility for a FAPE under IDEA and state law; and
  - (2) Under Section 14-1.02 of the School Code [105 ILCS 5/14-1.02], the child can continue to receive IEP services until the end of the school year in which the child turns 22 when appropriate to meet the student's IEP goals.
- l. Beginning no later than one year before the child reaches the age of 18, the IEP must include a statement that the child has been informed of the rights under IDEA that will transfer to the child when he or she reaches the age of 18.
- m. The IEP of a student who may, after reaching age 18, become eligible to participate in the home-based support services program for adults with intellectual disabilities that is authorized by the Developmental Disability and Mental Disability Services Act [405 ILCS 80] shall set forth specific plans related to that program pursuant to the requirements of Section 14-8.02 of the School Code [105 ILCS 5/14-8.02].

8. Behavior Intervention Plan. The IEP of a student who requires a behavioral intervention plan shall:

- a. Summarize the findings of the functional behavioral assessment;
- b. Summarize prior interventions implemented;
- c. Describe any behavioral interventions to be used, including those aimed at developing or strengthening alternative or more appropriate behaviors;
- d. Identify the measurable behavioral changes expected and methods of evaluation;
- e. Identify a schedule for a review of the interventions' effectiveness; and
- f. Identify provisions for communicating with the Parents about their child's behavior and coordinating school-based and home-based interventions.

9. Private School Placements. When an IEP Team determines that no less restrictive setting on the continuum of alternative placements will meet a child's needs, the child may be placed in a State-operated or nonpublic special education facility. In such a case, the use of a State-operated program should be given first consideration if appropriate. The determination shall be based on recent diagnostic assessments and other pertinent information and made in light of other factors such as proximity to the child's home. Before the District places a child or refers a child to such a facility:
  - a. The District will convene an IEP meeting and invite representative(s) of the State-operated or nonpublic school to attend to assist in identifying or verifying the appropriate placement for that child. If one or more needed representatives cannot attend, the District will use other methods to ensure their participation.
  - b. With respect to the annual review and revision of the IEP of a child with a disability placed or referred to a State-operated or nonpublic school by the District, the District may permit the nonpublic school to initiate IEP meetings which will be conducted as described above, provided that Parent(s) of the child and a representative of the District are invited to participate in any decision about the child's IEP and agree to any proposed changes in the IEP. The District remains responsible for the development and implementation of the child's IEP and for convening any needed IEP meetings, including annual reviews.
10. Determination of Placement. The IEP shall state the placement the IEP Team has determined to be appropriate for the child. The IEP Team shall take into consideration the student's eligibility for other educational programs and services such as bilingual education, career and technical education, gifted education, and federal Title I programs. The placement determination shall be reviewed at least annually or at any time the IEP is revised.
11. Initial IEPs. Each initial IEP must be completed by the IEP Team no later than 30 calendar days after the determination of eligibility and in no case later than 60 school days from the date the Parent(s) sign written consent to perform the needed assessments. When a child is referred for an evaluation with fewer than 60 days of pupil attendance left in the school year, the eligibility determination shall be made and, if the child is eligible, an IEP shall be in effect prior to the first day of student attendance in the next school year.
12. Provision of Services. The District shall provide special education and related services to eligible children in accordance with their IEPs.
13. Provision of IEP Copies. The District shall provide Parent(s) with a copy of the IEP at the conclusion of the IEP Team meeting at no cost to Parent(s). If the child is in the legal custody of the Department of Children and Family Services (DCFS), the District shall provide the DCFS Office of Education and Transition Services with a copy of the IEP at the conclusion of the IEP Team meeting at no cost.

**B. Determination of Related Services**

1. Participants in IEP Team meetings held to develop, review, or revise the IEP shall determine what related services are necessary to assist a child in benefiting from special education, as defined in 34 C.F.R. §300.34.

2. Related services do not include a medical device that is surgically implanted, the optimization of that device's functioning (e.g., mapping), maintenance or replacement of that device.

#### **C. Implementation of the IEP**

1. Implementation of the IEP shall occur no later than 10 school days after Parent(s) have been provided notice, unless otherwise agreed by the IEP Team; or by the beginning of the following school year if the IEP is developed or revised with fewer than 10 school days remaining in the school year. If the new or revised IEP requires extended-year services, those services shall be provided in accordance with the provisions of the IEP.
2. Informed written parental consent is required at least 10 school days prior to the initial provision of special education and related services to a child. Parent(s) may waive the 10-school-day interval before placement. 1
3. The IEP must be accessible to all staff members who are responsible for implementing the IEP; each shall be informed of his/her specific responsibilities relating to the IEP and the specific accommodations, modifications and supports to be provided to the child in accordance with the IEP.
4. The District must make logs that record the delivery of related services administered under the child's IEP, including the type of related service and the minutes provided. The District must make the logs available to the child's Parent(s) at any time upon request of the child's Parent(s). Related services for which a log must be made are: speech and language services, occupational therapy services, physical therapy services, school social work services, school counseling services, school psychology services, and school nursing services. The District must inform the child's Parent(s) within 20 school days from the beginning of the school year or upon establishment of an IEP of his or her ability to request those related service logs.
5. If a service required by an IEP is not implemented within 10 school days after the service was to be initiated as set forth by the child's IEP, then the District shall provide the child's Parent(s) with written notification that the service has not yet been implemented. The notification must be provided to the child's Parent(s) within three (3) school days of the District's non-compliance with the child's IEP and must inform the Parent(s) about the District's procedures for requesting compensatory services. For purposes of this section, school days does not include days in which a child is absent from school for reasons unrelated to a lack of IEP services or when the service is available but the child is unavailable.
6. The District may not use any measure that would prevent or delay an IEP Team from adding a service to the IEP or create a time restriction in which a service is prohibited from being added to the IEP. The District may not build functions into its computer software that would remove any services from a student's IEP without the approval of the IEP Team and may not prohibit the IEP Team from adding a service to the program.

#### **D. Review and Revision of the IEP**



1. The IEP of each child with a disability currently receiving special education and related services must be reviewed at least annually to determine whether the annual goals are being achieved. The IEP should be revised as appropriate to address any lack of expected progress toward the annual goals; the results of a reevaluation; information about the child provided to, or by, the Parent(s); the child's anticipated needs; or other matters.
2. A child's teacher or Parent(s) may request a review of the child's IEP at any time. Within 10 calendar days after receipt of such request, the District will either agree and notify Parent(s) of the meeting, or notify Parent(s) in writing of its refusal to meet. Notice of a refusal will include an explanation of the reason no meeting is necessary to ensure a FAPE to the child. Parent(s) may revoke their consent for special education services in accordance with their procedural safeguards. (See Section 10, G.)
3. After the annual review IEP Team meeting, Parent(s) and the District may agree not to convene an IEP Team meeting for the purpose of making changes to a child's IEP and instead may develop a written document to amend or modify the current IEP, rather than redrafting the entire IEP. The District must ensure that the child's IEP Team is informed of those changes. Upon request, a Parent must be provided with a revised copy of the IEP with the amendments incorporated.
4. If a participating agency, other than the District, fails to provide the transition services described in the IEP, the IEP Team must reconvene to identify alternative strategies to meet the transition objectives for the child set out in the IEP.
5. At the student's annual IEP review meeting the District will provide Parents a copy of the Department of Human Services' guide *Understanding PUNS: A Guide to Prioritization for Urgency of Need for Services*.
6. At the annual IEP review meeting for a student with an intellectual disability or a developmental disability, the IEP Team shall determine the student's PUNS database registration status based on information provided by the student or Parent(s). If the IEP Team determines the student is not registered for the PUNS database or if it is unclear whether the student is registered for the PUNS database, Parent(s) shall be referred to a designated District employee trained on the PUNS database. The designated District employee will:
  - a. Provide the student and Parent(s) with the name, location, and contact information of the appropriate Independent Service Coordination agency to contact to register the student for the PUNS database;
  - b. Identify for the student and Parent(s) the information and documentation they will need to complete PUNS database registration; and
  - c. Provide the student and Parent(s) with information about organizations and programs available in Illinois that offer information to families about the PUNS database and its registration process.
7. At the student's annual IEP review meeting the District will provide Parent(s) with informational material prepared by the Office of the State Treasurer about the Illinois Achieving a Better Life Experience (ABLE) account program for people with disabilities. This informational material will be distributed using the same methods as other documents and information related to the IEP meeting.

#### **E. Transfer Students**

1. If a child receiving special education transfers into the District, the District will ensure FAPE in consultation with the Parent(s) by providing special education and related services in conformity with an IEP.
  - a. For transfers from within Illinois, the District shall enroll the child and provide FAPE, including education services comparable to those in the IEP from the former district, until the District either: (1) adopts the IEP from the former district if the Parent indicates oral or written satisfaction with the current IEP and the District determines the current IEP is appropriate and can be implemented as written, or (2) develops, adopts, and implements a new IEP. 124 If the District does not adopt the former district's IEP and plans to develop a new one, within 10 calendar days after the date of the child's enrollment, the District must provide written notice to the Parent(s), including the proposed date of the IEP meeting. While the new IEP is under development, the District shall implement services comparable to those described in the former district's IEP.
  - b. For transfers from another state, the District shall enroll the child and provide FAPE, including services comparable to those in the IEP from the former district, until the District:
    - (1) conducts an evaluation, if determined to be necessary by the District, and
    - (2) develops, adopts, and implements a new IEP, if appropriate. 125
2. The District must take reasonable steps to obtain the child's records, including the IEP, from the former District. If the District does not receive a copy of the transfer child's IEP or verbal or written confirmation of requirements of the IEP from the former school district, the child will be enrolled and served in the setting that the District believes will meet the child's needs until the current IEP is obtained or a new IEP is developed.

#### **F. Children Aged Three (3) Through Five (5)**

1. For a child with a disability aged three (3) through five (5), an Individualized Family Service Plan (IFSP) may serve as the child's IEP if using that plan is agreed to by the District and Parent(s). If the District proposes to use an IFSP, it shall:
  - a. Provide a detailed explanation of the differences between an IFSP and an IEP to the Parents(s);
  - b. Obtain informed, written parental consent for the use of an IFSP; and
  - c. Ensure that the IFSP is developed in accordance with IEP requirements.

- LEGAL REF.: 20 U.S.C. §§ 1400(c) (Findings), 1412(a)(4) (Individualized education program), 1414(d) (Individualized education programs).
- 34 C.F.R. §§ 300.34 (Related services), 300.39 (Special education), 300.114-117 (Least restrictive environment), 300.320-300.323 (Individualized Education Programs), 300.324-300.328 (Development of IEP), 300.503 (Prior notice by the public agency; content of notice).
- 105 ILCS 5/2-3.64a-5 (State goals and assessment), 5/14-8.02 (Identification, evaluation, and placement of children), 5/14-8.02(b), 5/14-8.02(g), 5/14-8.02f (Individualized education program meeting protections).
- 23 Ill. Admin. Code §§ 226.50 (Requirements for a Free Appropriate Public Education (FAPE)), 226.200 (General Requirements), 226.210 (IEP Team), 226.220 (Development, Review, and Revision of the IEP), 226.230 (Content of the IEP), 226.240 (Determination of Placement), 226.250 (Child Aged 3 Through 5), 226.260 (Child Reaching Age Three), 226.300 (Continuum of Placement Options), 226.310 (Related Services), 226.330 (Placement by School District in State-Operated or Nonpublic Special Education Facilities), 226.530 (Parents' Participation).

## **Section 5. Students' Participation in Assessments**

Each IEP of an eligible child shall include a statement of the child's ability to participate in State and District-wide assessments. This statement must include any individual accommodations that are necessary to measure the academic achievement and functional performance of the child on the assessments. If the IEP Team determines that the child must take an alternate assessment, a statement must be included in the IEP documenting why the child cannot participate in the regular assessment and why the particular alternate assessment is appropriate for the child.

To the extent that individual accommodations are necessary for the child's participation in classroom-based assessments, they shall also be noted in the IEP.

- LEGAL REF.:      20 U.S.C. §§ 1400(c) (Findings), 1412(a)(4) (Individualized education program), 1414(d) (Individualized education programs).
- 34 C.F.R. §§ 300.34 (Related services), 300.39 (Special education), 300.114-117 (Least Restrictive Environment (LRE)), 300.320-323 (Individualized Education Programs), 300.325-300.328 (Development of IEP), 300.503 (Prior notice by the public agency; content of notice).
- 105 ILCS 5/2-3.64a-5 (State goals and assessment), 5/14-8.02 (Identification, evaluation, and placement of children).
- 23 Ill. Admin. Code §§ 226.50 (Requirements for a Free Appropriate Public Education (FAPE)), 226.200 (General Requirements), 226.210 (IEP Team), 226.220 (Development, Review, and Revision of the IEP), 226.230 (Content of the IEP), 226.240 (Determination of Placement), 226.250 (Child aged Three Through Five), 226.260 (Child Reaching age Three), 226.300 (Continuum of Alternative Placement Options), 226.310 (Related Services), 226.330 (Placement by School District in State-Operated or Nonpublic Special Education Facilities), 226.530 (Parents' Participation).

## **Section 6. Serving Students in the Least Restrictive Environment (LRE)**

### **A. Overview of Placement**

1. The District ensures the right of children with disabilities to be educated with nondisabled children to the maximum extent appropriate.
2. The child's placement shall be based on the child's IEP and shall be as close as possible to the child's home. Unless the IEP of a child with a disability requires some other arrangement, the child shall be educated in the school that he or she would attend if nondisabled. A placement determination based solely upon the category of a child's disability or on the current configuration of the District's service delivery system is prohibited. In selecting the least restrictive environment (LRE), consideration shall be given to any potential harmful effect on the child or on the quality of services received.
3. Children with disabilities must be allowed to participate to the maximum extent appropriate with nondisabled children in nonacademic and extracurricular activities (including, but not limited to meals, recess periods, athletics, clubs, and recreational activities).
4. Parental participation shall be encouraged. Informed written parental consent is required before special education placement. In cases in which informed written parental consent cannot be obtained, the District may not use a due process hearing to compel consent for initial provision of special education and related services.

### **B. Participation in General Education Programs**

1. The District shall take steps to ensure that children with disabilities have equal access to the variety of educational programs and services available to nondisabled children.
2. Steps taken by the District to ensure the availability of general educational programs and services to children with disabilities may include, but not be limited to:
  - a. Modification of instructional methodologies, staffing, materials and equipment to permit effective participation as appropriate; and
  - b. Individualization of the instructional program including staffing, curriculum modifications, classroom accommodations, modified grading, assistive technology, and instructional materials to permit the effective participation of children with disabilities.
3. The IEP must include a statement describing how the child's disability adversely affects the child's participation in, and progress toward regular education curriculum objectives, including:
  - a. Participation in extracurricular and other nonacademic activities;
  - b. The extent to which the child will be educated and participate with nondisabled children;
  - c. An explanation of the extent, if any, to which the child will not participate with nondisabled children; and

- d. A statement of any individual modifications in the administration of State or District-wide assessments necessary in order for the child to participate in the assessments. If the IEP Team determines that the child cannot participate in State or District or District-wide assessments, the IEP Team must explain why and describe how the child will be alternately assessed. (See Section 5, Students' Participation in Assessments).

#### **C. State-Operated or Nonpublic Special Education Facility**

When an IEP Team determines that no less restrictive setting on the continuum of alternative placements will meet a child's needs, the child may be placed in a State-operated or nonpublic special education facility. In such a case, the use of a State-operated program should be given first consideration if appropriate. The determination shall be based on recent diagnostic assessments and other pertinent information and made in light of other factors such as proximity to the child's home. Before the District places a child or refers a child to such a facility:

1. The District will convene an IEP meeting and invite representative(s) of the State-operated or nonpublic school to attend to assist in identifying or verifying the appropriate placement for that child. If one or more needed representatives cannot attend, the District will use other methods to ensure their participation.
2. With respect to the annual review and revision of the IEP of a child with a disability placed or referred to a State-operated or nonpublic school by the District, the District may permit the nonpublic school to initiate IEP meetings which will be conducted as described above, provided that the Parent(s) of the child and a representative of the District are invited to participate in any decision about the child's IEP and agree to any proposed changes in the IEP. The District remains responsible for the development and implementation of the child's IEP and for convening any needed IEP meetings, including annual reviews.

#### **D. Continuum of Placement Options**

1. The District will ensure that a continuum of alternative placement options is available to meet the needs of children with disabilities. This continuum will include, but is not limited to, instruction in general education classes, special classes, special schools, home instruction, and instruction in hospitals and institutions. The continuum will also make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.
2. If a child is deaf, hard of hearing, blind, visually impaired, or has an orthopedic impairment or physical disability and the child may be eligible to receive services from the Illinois School for the Deaf, Illinois School for the Visually Impaired, or Illinois Center for Rehabilitation and Education-Roosevelt, the District will notify Parent(s) in writing of the existence of these schools and their services, as well as the existence of other, local schools that provide similar services. This notice will include information on school services, admissions criteria, and contact information.

#### **E. Determining Educational Placement**

1. In determining any educational placement of a child, the District shall ensure that:

- a. The placement decision is made by a group of persons, including Parent(s), and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options, and is made in conformity with the least restrictive environment requirements;
  - b. The child's placement is determined at least annually, is based on the child's IEP, and is as close as possible to the child's home;
  - c. Unless the IEP of a child with a disability requires some other arrangement, the child is educated in the school he/she would attend if nondisabled;
  - d. In selecting the LRE, consideration is given to any potentially harmful effect on the child or on the quality of services that the child needs; and
  - e. A child with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general curriculum.
2. When making a placement determination on behalf of a child with a disability between the ages of 3-5, the District must provide FAPE in the LRE. LRE alternatives may include but are not limited to:
    - a. Providing opportunities for the participation (even part-time) of preschool children with disabilities in other preschool programs operated by public agencies (such as Head Start);
    - b. Placing children with disabilities in private school programs for nondisabled preschool children or private preschool programs that integrate children with disabilities and nondisabled children; or
    - c. Locating classes for preschool children with disabilities in elementary schools.
  3. In the event the District must remove a special education child from his/her current program because of behavior that causes serious bodily injury or due to a weapons or drug violation, the IEP Team shall identify an interim alternative educational setting (IAES). This setting will enable the child to continue to progress in the general curriculum and to receive those services and modifications as described in the child's current IEP.
  4. Home instruction may be recommended as the child's placement by the IEP Team in accordance with subsection D of this Section. or homebound instruction may be provided if the child meets the eligibility requirements under 23 Ill. Admin. Code §226.300. If the student meets the eligibility requirements for homebound instruction, the IEP team shall meet to determine the type and amount of home or hospital services. Homebound instruction may be delivered in person or via an online platform, as determined by the IEP team.

#### **F. Nonacademic and Extracurricular Services**

1. The placement decision shall permit the child to participate, as appropriate, in nonacademic and extracurricular services and activities (e.g., meals, recess, recreational activities, and clubs sponsored by the District). According to the needs of the child, as articulated in his/her IEP, the District may provide service(s) to a child in

order to allow him/her to access participation in nonacademic or extracurricular activities.

2. A child with a disability may be excluded from participation in nonacademic and extracurricular activities for misconduct provided the exclusion is consistent with the District's disciplinary code, is applied to children without disabilities and takes into consideration the special needs of the child, and that the misconduct was not related to a failure to provide appropriate supplementary aids and services to a child per his/her IEP.

LEGAL REF.:        20 U.S.C. §§ 1412 (State eligibility), 1412 (a)(7), 1413 (Local educational agency eligibility).

                         34 C.F.R. §§ 300.110 (Program options), 300.322 (Parent participation), 300.324 (Development, review, and revision of IEP), 300.320 (Definition of IEP), 300.114 (LRE requirements), 300.115 (Continuum of alternative placements), 300.116 (Placements), 300.117 (Nonacademic settings).

                         105 ILCS 5/14-1.02 (Children with disabilities), 5/14-8.02 (Identification, evaluation, and placement of children).

                         23 Ill. Admin. Code. §§ 226.240 (Determination of Placement), 226.300 (Continuum of Alternative Placement Options), 226.310 (Related Services), 226.530 (Parents' Participation), 226.720 (Facilities and Classes), 226.220 (Development, Review, and Revision of the IEP), 226.230 (Content of the IEP).



## **Section 7. Provision of Extended School Year Services**

- A. Extended school year services are special education and related services, which are provided by the District to an IDEA eligible child with a disability beyond the District's regular school year in accordance with the child's IEP at no cost to the child's Parent(s) and meet the standards of ISBE.
- B. Extended school year services shall be provided to each child eligible for special education whose unique needs require special education and related services in excess of the regular school year. Children eligible for special education who may require extended school year services are those whose IEPs specify an extended school year program and/or related services as determined by the child's IEP Team in accordance with IDEA and ISBE standards and regulations. The child's IEP Team shall determine the type, amount, and/or duration of the services necessary as part of the child's extended school year program on an individualized basis.
- C. The District shall not limit the provision of extended school year services to children with a particular category or categories of disability or unilaterally limit the type, amount, or duration of those services.

LEGAL REF.:        20 U.S.C. §§ 1412 (State eligibility), 1413 (Local educational agency eligibility).  
                             34 C.F.R. §300.106 (Extended school year services)  
                             23 Ill. Admin. Code §226.75 (Definitions).

## **Section 8. Transition of Children Served Under Part C of IDEA into Preschool Programs**

### **A. Children Reaching Age Three (3)**

1. For a child with an IFSP who will be making the transition from an early intervention program into the special education program of the District at age three (3), the District shall ensure that either an IEP or the child's IFSP is in effect on the child's third birthday. A representative of the District shall participate in the transition meeting. If a child continues to receive early intervention services until the beginning of the school year following the child's third birthday, the District shall ensure that either an IEP or the child's IFSP is in effect on the first day of the following school year.
2. For a child without an IFSP:
  - a. If the child is referred at least 60 school days prior to his/her third birthday, and determined eligible, the District shall ensure that either an IEP or an IFSP is in effect on the child's third birthday.
  - b. If the child is referred with fewer than 60 school days remaining before the child's third birthday, or after that date, the District shall follow these procedures to determine whether or not an evaluation is warranted, and if so, to conduct an evaluation.
3. If a child's third birthday occurs during the summer, the IEP Team shall determine when the District's services to the child will begin. If the child's birthday falls between May 1 and August 31, the child may continue to receive early intervention services until the beginning of the school year following the child's third birthday.

### **B. Children Reaching Age Six (6)**

The District may permit an eligible child in an Early Childhood class who reaches his/her sixth birthday during the school year to complete that school year in the Early Childhood class.

LEGAL REF.:        20 U.S.C. §1412(a)(9) (Transition from subchapter III to preschool programs).  
                             34 C.F.R. §300.124 (Transition of children from the Part C program to preschool programs).  
                             23 Ill. Admin. Code §226.260 (Child Reaching Age Three).

## **Section 9. Serving Students Who Attend Nonpublic Schools**

### **A. Placements by the District in Nonpublic Special Education Programs/Facilities**

1. The IEP Team shall conduct a meeting(s) and complete an IEP before placing a child in a nonpublic special education program or facility. *Nonpublic special education facility* includes residential facilities, within or outside the State of Illinois, which provide special education and related services to meet the needs of a child by using private schools or public schools, whether located on or off the site of the residential facility.
  - a. The District is responsible for arranging participation of a representative of the private school/facility in the IEP meeting.
  - b. The District remains responsible for the development and implementation of the child's IEP.
2. Except for emergency and student-specific placements made under subsection 4, below, the District will determine, for those children placed in a nonpublic special education program or facility, that the conditions contained in 23 Ill. Admin. Code §226.330(c) are satisfied.
3. Before placing a child in an out-of-state residential facility, the District shall offer the option to place the child in an in-state residential facility, if any, that provides treatment or services comparable to those provided by the out-of-state residential facility. This offer shall occur at every annual review for children placed in an out-of-state residential facility.
4. Before a nonpublic special education facility terminates a student's placement in that facility, it must request an IEP meeting from the District. If the nonpublic special education facility terminates the student's placement following the IEP meeting, it must provide written notice to the Parent, District, and ISBE no later than 20 business days before the termination date, unless the health and safety of any student is endangered. The written notice must include detailed reasons for termination and any actions taken to address the reason for the termination.
5. The District may place a student in a nonpublic special education facility providing educational services, but not approved by ISBE, provided that ISBE provides an emergency and student-specific approval for placement. In such cases the District will demonstrate to ISBE that the conditions contained in 23 Ill. Admin. Code §226.330(g) are satisfied.

### **B. Children With Disabilities Enrolled by Their Parents in Private Schools Where FAPE is at Issue**

1. The District is not responsible for educational costs, including special education and related services, of children placed in nonpublic special education programs or facilities by their Parent(s) if the District made FAPE available to the child and the Parent(s) elected to place the child in a nonpublic special education program or facility.
2. If the Parent(s) of a child with a disability, who previously received special education and related services from or through the District, enroll the child in a private school

without the consent of or referral by the District, a court or hearing officer may require the District to reimburse the Parent(s) for the cost of the private school if there are findings that:

- a. The District did not make a FAPE available to the child in a timely manner prior to the private school enrollment; and
  - b. The private placement is appropriate.
3. The District will notify Parent(s) of the conditions under which reimbursement for the cost of a unilateral placement in a nonpublic special education program or facility may be reduced or denied. Those conditions include:
- a. Failure of Parent(s) to inform the IEP Team at the most recent IEP meeting prior to the removal of the child from the public school of the Parent(s)' rejection of the placement proposed by the District and a statement of their concerns and their intent to enroll their child in a nonpublic special education program or facility at public expense at least 10 business days prior to the removal of the child from the public school; or
  - b. At least 10 business days before the removal of the child from the public school, Parent(s) did not give written notice to the District of the information described in subparagraph 3 a, above; or
  - c. If, prior to Parent(s)' removal of the child from the public school, District informed Parent(s), through the notice requirements, of its intent to evaluate the child, but Parent(s) did not make the child available for the evaluation; or
  - d. Any judicial finding of unreasonableness with respect to the actions taken by Parent(s).

**C. Children With Disabilities Enrolled by Their Parents in Private Schools Where FAPE is Not an Issue**

1. The District shall develop and implement a system to locate, identify, and evaluate children with disabilities who attend private schools (including religiously affiliated schools and home-schools) located within the District. The District will conduct child find activities for private school children with disabilities that are similar to those for children with disabilities in public schools.
2. Upon evaluation or reevaluation and determination that a private school child is eligible or still eligible for special education and related services, the District will develop a services plan for the child if he/she is designated by the District to receive special education and related services.
3. The District is not obligated to provide the special education and related services the child would receive if enrolled in a public school.
4. The District shall consult annually with private school representatives and representatives of Parent(s) of private school children regarding the following:
  - a. The child find process, including how parentally placed private school children can participate equitably and how Parent(s), teachers, and private school officials will be informed of the process;

- b. The determination of proportionate share of funds available to serve parentally-placed private school children with disabilities;
  - c. The consultation process;
  - d. The provision of special education and related services; and
  - e. A written explanation by the District regarding services.
5. The District shall make final decisions with respect to the services to be provided to eligible children who are enrolled in private schools. The services to be provided to such children are those services that the District has determined, through the consultation process, it will make available.
  6. The District shall assure that the providers of services to private school children with disabilities meet the same standards as personnel providing services in the public schools, except that private elementary and secondary school teachers who provide equitable services to parentally-placed private school children with disabilities do not have to meet the "highly qualified" requirements of law.
  7. The District shall be responsible for providing Parent(s) with all notifications required to be provided to parents of students with disabilities who attend the public schools.
  8. By December 1 of each year, the District will conduct a census of the number of nonpublic school children eligible under IDEA, who may or may not be receiving special education and related services.

LEGAL REF.:        20 U.S.C. §§ 1412(a)(10) (Children in private schools), 1413(a)(1) (Consistency with State policies).

                         34 C.F.R. §§ 300.115 (Continuum of alternative placements), 300.325 (Private school placements by public agencies), 300.130-300.144 (Children With Disabilities Enrolled by Their Parents in Private Schools), 300.145-300.147 (Children with Disabilities in Private Schools Placed or Referred by Public Agencies), 300.148 (Children with Disabilities Enrolled by Their Parents in Private Schools when FAPE Is at Issue).

                         105 ILCS 5/29-4 (Pupils attending a charter school or nonpublic school), 5/14-6.01 (Powers and duties of school boards), 5/14-7.01 (Children attending classes in another District), 5/14-7.02 (Children attending private schools, public out-of-state schools, public school residential facilities or private special education facilities).

                         23 Ill. Admin. Code §§ 226.300 (Continuum of Alternative Placement Options), 226.310 (Related Services), 226.320 (Service to Students Living in Residential Care Facilities), 226.330 (Placement by School District in State-Operated or Nonpublic Special Education Facilities), 226.340 (Nonpublic Placements by Parents Where FAPE is at Issue), 226.350 (Service to Parentally-Placed Private School Students).

## **Section 10. Procedural Safeguards**

### **A. Procedural Safeguards Notice**

1. Written notification of the procedural safeguards available to Parent(s) of a child with a disability shall be given to Parent(s) one time per school year, and:
  - a. Upon referral for an initial evaluation or reevaluation or Parent request for evaluation or reevaluation;
  - b. In accordance with certain disciplinary removals (see Section 10.5);
  - c. Upon request by a Parent; and
  - d. Upon receipt of the first State complaint and upon first request for a due process hearing in a school year.
2. The District may place a copy of the procedural safeguards on its website, if any, and Parent(s) may also elect to receive a copy of the procedural safeguards by electronic mail.
3. The procedural safeguards notice shall include a full explanation of all of the procedural safeguards relating to:
  - a. Independent education evaluation;
  - b. Prior written notice to Parents as required by State and federal law;
  - c. Parental consent;
  - d. Access to educational records;
  - e. Opportunity to present and resolve complaints through the due process and State complaint procedures;
  - f. The availability of mediation;
  - g. The child's placement during the pendency of any due process complaint;
  - h. Procedures for children who are subject to placement in an interim alternative educational setting;
  - i. Requirements for unilateral placement by Parent(s) of children in private schools at public expense;
  - j. Due process hearings, including requirements for disclosure of evaluation results and recommendations;
  - k. Civil actions; and
  - l. Attorneys' fees.

### **B. Prior Written Notice by the District**

1. The District shall provide 10 school days written notice to the Parent(s) as required by State and federal law before proposing or refusing to initiate or change the identification, evaluation, or educational placement of, or the provision of free,

appropriate public education to, a child.170 If the notice is related to an action proposed by the District that also requires informed written parental consent, the District may give notice at the same time as it requests informed written consent.

2. The notice required by this Section shall include:
  - a. A description of the action proposed or refused by the District;
  - b. An explanation of why the District proposes or refuses to take the action;
  - c. A description of each evaluation procedure, assessment, record, or report the District used as a basis for the proposed or refused action;
  - d. A statement that the Parent(s) of a child with a disability have protection under the procedural safeguards of the IDEA, Article 14 of the *School Code* [105 ILCS 5/14] and their respective implementing regulations, and an indication of the means by which a description of those procedural safeguards may be obtained;
  - e. Sources for Parents to contact to obtain assistance and understanding of the provisions of the IDEA, Article 14, and their respective implementing regulations;
  - f. A description of any other options that the IEP Team considered and the reason why those options were rejected; and
  - g. A description of any other factors that are relevant to the District's proposal or refusal.

#### **C. Notice of Issuance of Diploma**

If a student is to receive a regular high school diploma, at least one year prior to the anticipated date of its issuance, both the Parents(s) and the student shall receive written notification that eligibility for public school special education services ends following the granting of a diploma and that the Parent (or student if he or she is 18 or over) may request an IEP meeting to review the recommendation that the student receive a regular diploma.

#### **D. Language of Notifications**

1. The notices required under the "Procedural Safeguards Notice" and "Notice by School District" Sections above shall be written in language understandable to the general public and provided in the native language of Parent(s) or other mode of communication used by Parent(s), unless it is clearly not feasible to do so.
2. If the native language or other mode of communication of Parent(s) is not a written language, the District shall take steps to ensure and document that the notice is translated orally or by other means to Parent(s) in his/her native language or other mode of communication and that Parent(s) understand the content of the notice.
3. Written translation of Vital IEP Process Documents (see Section 15.) in the ten most commonly spoken languages in Illinois, other than English, shall be provided to Limited English Proficiency parents of children with disabilities.
4. Parent(s) may request translation of documents not on the Vital IEP Process Documents list that have a vital relation to the child's educational planning through the same process identified on the Parent/Guardian Notification of Conference form (ISBE

34-57D), and the District shall make reasonable efforts to provide the requested translations in a timely manner.

5. All translations shall be performed in accordance with 23 Ill. Admin. Code §226.500.

**E. Opportunity to Examine Records; Parental Participation in Meetings**

1. The Parent(s) of a child with a disability shall be afforded an opportunity to inspect and review all education records with respect to their child. Parent(s) shall also be informed of their right to review and copy their child's school student records prior to any special education eligibility or individualized education program review meeting. The District shall ensure that parents of children with disabilities have the opportunity to participate in meetings with respect to the identification, evaluation, and educational placement of, and the provision of FAPE to, the child. A meeting does not include informal or unscheduled conversations involving District employees or officials or other routine communications or consultation between District employees or officials, including preparatory activities that school personnel engage in to develop a proposal or a response to a Parent's proposal that will be discussed at an IEP meeting.
2. Whenever a meeting is to be held which a Parent has a right to attend, the following requirements shall apply:
  - a. The District shall notify in writing the Parent(s) at least 10 calendar days prior<sup>174</sup> to the proposed date of the meeting of: the purpose of the meeting, the proposed date, time, and place for the meeting, who will be in attendance; and Parent(s)' right to invite other individuals whom Parent(s) believe have knowledge or special expertise regarding the child. If applicable, this notification shall also:
    - (1) For the initial IEP meeting of a child who was previously served under Part C of IDEA, inform Parent(s) that upon their request, the Part C service coordinator or other representative of the Part C system shall be invited to attend.
    - (2) Beginning not later than the first IEP to be in effect when the child turns 14½, or younger if deemed appropriate by the IEP Team, inform Parent(s) that post-secondary goals and services will be considered, that the student will be invited, and of the identity of any other agency that will be invited to send a representative.
  - b. As set forth in Section 4, above, this notification will also inform Parent(s):
    - (1) Of their right to receive copies of all written material that will be considered by the IEP Team at the meeting, including the date when the written material will be delivered or made available,
    - (2) Of their rights under 105 ILCS 5/14-19 to:
      - (a) Invite other individuals to the meeting to assist them, including individuals who have knowledge or special expertise regarding their child, and advocates for the Parents or child; and
      - (b) Request state-sponsored IEP facilitation, including receiving written informational material about the IEP facilitation process by the same



methods as other documents and information related to the IEP meeting;

- (3) Of their right to review and copy their child's school student records,
- (4) Of the availability of interpretation services at IEP meetings,
- (5) How Parents can request an interpreter,
- (6) That Parents have a right to request that the interpreter provided by the District serve no other role in the IEP meeting than as an interpreter and that the District should make reasonable efforts to fulfill this request. If Parent believes that the District unreasonably denied their request for an interpreter who serves no other role in the IEP meeting, Parent has all rights under IDEA and Article 14 of the School Code, including a due process hearing, the state's special education complaint investigation process, mediation, ISBE monitoring, and the ability to file a complaint with the U.S. Department of Education's Office for Civil Rights,
- (7) Of a point of contact for any questions or complaints about interpretation services, and
- (8) That written translation of Vital IEP Process Documents (see Section 15) are available, how to request translated documents, and whom to contact with any questions or complaints about the translations.

Nos. (4) through (8) must be provided in English, in all common languages, and in the parent's preferred language, if known and practicable. See Section 15 for definitions of common languages and preferred language.

- c. If Parent(s) indicates that the proposed date or time is inconvenient, the District shall make reasonable efforts to accommodate the Parent(s)' schedule.
  - d. If neither Parent can attend, the District shall use other methods to ensure at least one Parent's participation.
  - e. A meeting may be conducted without a Parent in attendance if the District is unable to convince Parent(s) that they should attend. In this case, the District shall maintain a record of its attempt to arrange a mutually agreed-upon time and place.
  - f. The District shall take whatever action is necessary and reasonable to facilitate Parent(s)' understanding of and participation in the meeting including arranging for and paying for the expense of a qualified interpreter for Parent(s) whose native language is other than English, or for an interpreter licensed pursuant to the Interpreter for the Deaf Licensure Act of 2007 for Parent(s) who are deaf.
- (1) All interpreters for the common languages and American Sign Language shall be qualified interpreters that meet the criteria established by ISBE. If a qualified interpreter is not available, the District may use outside vendors, including telephonic interpreters, that are commercially recognized as providing competent interpretation services.

- (2) For the less common languages, the District will make all reasonable efforts to provide an interpreter that meets criteria established by ISBE (see Section 14, below). The District may use outside vendors, including telephonic interpreters, that are commercially recognized as providing competent interpretation services.
- g. No later than three (3) school days prior to a meeting to determine a child's eligibility for special education and related services or to review a child's IEP, or as soon as possible if an IEP meeting is scheduled within three (3) school days with the written consent of the child's Parent(s), the District must provide Parent(s) with copies of all written material that will be considered by the IEP Team at the meeting so that Parent(s) may participate in the meeting as a fully-informed member. Parent(s) shall have the option of choosing from the available methods of delivery, which must include regular mail and picking up the materials at school. For a meeting to determine the child's eligibility for special education, the written material must include all evaluations and collected data that will be considered at the meeting. For a child who is already eligible for special education and related services, the written material must include a copy of all IEP components that will be discussed by the IEP Team, other than the components related to the educational and related service minutes proposed for the child and the child's placement.
- h. Any document generated during the meeting shall be provided to Parent(s) upon request, unless applicable federal or State statute or federal regulation requires its automatic provision without a request.
- 3. At the child's initial IEP meeting and at each annual review meeting, the IEP Team shall provide Parent(s) with a written notification that informs Parent(s) that the IEP Team is required to consider whether the child requires assistive technology in order to receive FAPE. The notification must also include a toll-free telephone number and internet address for the State's assistive technology program.

#### **F. Consent**

- 1. The District shall document that informed written parental consent is obtained prior to:
  - a. Conducting any initial evaluation;
  - b. The initial provision of special education and related services to a child;
  - c. Conducting any reevaluation;
  - d. Using Parent(s)' private insurance or Medicaid or other public benefits or insurance programs to pay for services required by the child's IEP;
  - e. Using an IFSP instead of an IEP;
  - f. Disclosing personally identifiable information about a child, consistent with the requirements of federal and State law;
  - g. Disclosing information to officials of participating transition agencies; and
  - h. Disclosing information to officials of a private school or a private school student's District of residence.

2. *Consent* for a proposed action is written agreement provided by a Parent(s) who has been fully informed of all information relevant to the activity for which consent is sought in his/her native language or mode of communication; who understands and agrees in writing to the carrying out of the activity for which consent is sought, and the consent describes the activity and lists the records (if any) that will be released and to whom; and that the agreement is voluntary and may be revoked at any time.
3. Parental informed written consent is not required before reviewing existing data as part of an evaluation or a reevaluation or administering a test or evaluation that is administered to all children unless parental informed written consent is required of all children taking the test.

#### **G. Revocation of Consent for Evaluations and Reevaluations**

1. Revocation of informed written consent for evaluations or reevaluations may be communicated orally or in writing. If communicated orally, the District will commit it to writing and provide Parent(s) with a copy within five (5) calendar days. Any revocation of informed written consent for evaluations or reevaluations is effective immediately, but is not retroactive. The District will promptly inform all staff members whose activities are affected by the revocation. If the District disagrees with a Parent's revocation of informed written consent for evaluations or reevaluations, the District may request a due process hearing.

#### **H. Revocation of Consent for Special Education and Related Services**

1. A Parent may revoke consent for special education and related services.
2. Revocation of consent for special education and related services may be communicated by a Parent in writing or orally. The District will memorialize the Parent's oral revocation of consent in writing and provide a copy to the Parent within five (5) calendar days.
3. Within 10 calendar days after the District's receipt of oral or written revocation of consent, the District will provide the Parent with prior written notice at which time all IEP services shall cease. The District will promptly inform all staff members whose activities are affected by the revocation.
4. When a Parent revokes consent for special education and related services:
  - a. The District may not utilize mediation or the due process procedures to obtain agreement or a ruling that the services may be provided to the child.
  - b. The District is not required to convene an IEP meeting or develop an IEP for the child for further provision of special education and related services.
  - c. The District will not be considered to be in violation of the requirement to make FAPE available to the child because of the failure to provide the child with further special education and related services.
  - d. The District is not required to amend the child's education records to remove any reference to the child's receipt of special education and related services because of the revocation of consent.

#### **I. Due Process Complaints**

1. Filing a Due Process Complaint. Parent(s) or the District may file a due process complaint regarding: the District's proposal to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child; or the District's refusal to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child. The due process complaint must allege a violation that occurred not more than two (2) years before the date Parent(s) or the District knew or should have known about the alleged action that forms the basis of the due process complaint. This two-year limitations period does not apply to a Parent(s) if the Parent(s) was prevented from filing a due process complaint due to a specific misrepresentation by the District that it had resolved the problem forming the basis of the due process complaint or due to the District's withholding of information from the Parent(s) that was required to have been provided.
2. Notification to Parent(s). The District shall notify Parent(s) in writing of the procedures for requesting a due process hearing which includes a requirement that the due process complaint contain the following information:
  - a. The name and address of the residence of the child or, in the case of a homeless child or youth (within the meaning of the *McKinney-Vento Homeless Assistance Act* [42 U.S.C. §11431 *et seq.*]), the available contact information for the child;
  - b. The name of the school that the child attends;
  - c. A description of the nature of the problem of the child relating to the proposed or refused initiation or change of the identification, evaluation, or educational placement of the child or the provision of FAPE to the child, including facts relating to such problem; and
  - d. A proposed resolution of the problem to the extent known and available to the party filing the due process complaint at the time.

This written notice must be provided to the Parent by District upon the District's receipt of a due process complaint.

3. Content of Due Process Complaint. The filing, basis for, and content of the due process complaint, whether by a Parent, a student, or the District, must contain items specified in Section 10, L and a party may not have a hearing on a due process complaint until the party, or the attorney representing the party, files a due process complaint that meets these requirements. If a party believes that the due process complaint does not meet these requirements, a party can challenge the sufficiency of the due process by notifying the hearing officer and the other party in writing within 15 calendar days of receipt of the due process complaint. The due process complaint must be deemed sufficient unless such a challenge is made. The hearing officer must make a determination on the face of the due process complaint of whether the due process complaint meets the requirements within five (5) calendar days of receipt of the challenge and must immediately notify the parties in writing of that determination.
4. Notification of Free or Low-Cost Legal Services or Other Related Services in the Area

The District shall inform Parent(s) in writing of any free or low-cost legal services and other publicly-funded services available in the area if the Parent(s) requests the information or Parent(s) or the District files a due process complaint.

5. Forwarding of Parent Due Process Complaint to ISBE. The District's Superintendent shall, within five (5) calendar days after its receipt of the due process complaint, forward the complaint by certified mail or another means that provides written evidence of delivery to ISBE in Springfield.
6. District's Response to Due Process Complaint. If the District has not sent a "prior written notice" under IDEA's implementing regulations at 34 C.F.R. §300.503 to Parent(s) regarding the subject matter contained in Parent(s)' due process complaint, the District must, within 10 calendar days of receiving the due process complaint, send to Parent(s) a response that includes:
  - a. An explanation of why the District proposed or refused to take the action raised in the due process complaint;
  - b. A description of other options that the IEP Team considered and the reasons why those options were rejected;
  - c. A description of each evaluation procedure, assessment, record, or report the District used as the basis for the proposed or refused action; and
  - d. A description of the other factors that are relevant to the District's proposed or refused action.
  - e. The District's submission of a response to the Parent(s)' due process complaint does not preclude the District from challenging the sufficiency of such complaint, where appropriate.
7. Other Party Response to Due Process Complaint. The party receiving a due process complaint must, within 10 calendar days of receiving the due process complaint, send to the other party a response that specifically addresses the issues raised in the due process complaint.
8. Resolution Meeting. Within 15 calendar days of receiving notice of Parent(s)' due process complaint, and prior to the initiation of a due process hearing, the District must convene a meeting with Parent(s) and the relevant member or members of the IEP Team who have specific knowledge of the facts identified in the due process complaint. This meeting must include a representative of the District who has decision-making authority on its behalf and cannot include the District's attorney unless Parent is accompanied by an attorney. The purpose of this meeting is for Parent to discuss the due process complaint, and the facts that form the basis of the due process complaint, so that the District has an opportunity to resolve the dispute that is the basis of the complaint. The Resolution Meeting need not be held if Parent(s) and the District agree in writing to waive the meeting or to use the mediation process. Except where the parties have jointly agreed to waive the resolution process or to use mediation, the failure of Parent filing a due process complaint to participate in the resolution meeting will delay the timelines for the resolution process and due process hearing until the meeting is held. If the District is unable to obtain the participation of Parent in the Resolution Meeting after reasonable efforts have been

made, the District may, at the conclusion of the 30-calendar-day period, request that a hearing officer dismiss the Parent's due process complaint. If the District fails to hold the Resolution Meeting within 15 calendar days of receiving notice of a Parent's due process complaint or fails to participate in the Resolution Meeting, Parent may seek the intervention of the hearing officer to begin the due process hearing timeline. If a resolution to the dispute is reached at the Resolution Meeting, the parties must execute a legally binding agreement that is signed by both Parent and a representative of the District who has the authority to bind the District. The Resolution Agreement shall be enforceable in a State court of competent jurisdiction or a Federal District court. A party may void the Resolution Agreement within three (3) business days of its execution.

9. **Amendment of Due Process Complaint.** A party may amend its due process complaint only if: the other party consents in writing to the amendment and is given an opportunity to resolve the due process complaint through a resolution meeting; or, the hearing officer grants permission, except that the hearing officer may only grant permission to amend at any time not later than five (5) calendar days before the due process hearing begins.
10. **Rights of the Parties Related to the Due Process Hearing.** Any party to a due process hearing has the following rights:
  - a. To be accompanied and advised by counsel and by individuals with special knowledge or training with respect to the problems of children with disabilities;
  - b. To present evidence and confront, cross-examine, and compel the attendance of witnesses;
  - c. To prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least five (5) business days before the hearing;
  - d. To obtain a written, or, at the option of Parent(s), electronic, verbatim record of the hearing;
  - e. To obtain written, or, at the option of Parent(s), electronic findings of fact and decisions within 10 calendar days, excluding Saturday, Sunday, and any State holiday, after the conclusion of the hearing; and
  - f. To receive disclosure of all evaluations completed by five (5) business days prior to the hearing and recommendations based on the offering party's evaluations that the party intends to use at the hearing.
11. **Parental Rights Related to the Due Process Hearing.** Parent(s) involved in hearings must be given the right:
  - a. To have the child who is the subject of the hearing present;
  - b. To open the hearing to the public;
  - c. To have the record of the hearing and the findings of fact and decisions provided at no cost to Parent(s); and
  - d. To have access to the District's list of independent evaluators and may obtain an independent evaluation of their child at their own expense. Parent(s) may ask the

hearing officer to determine whether an independent evaluation is needed. If the hearing officer concludes, after reviewing the available information, that an independent evaluation is necessary, the hearing shall be delayed.

12. Participant's Right to Interpreter. At all stages of the hearing or mediation, the hearing officer or mediator must require that interpreters licensed pursuant to the Interpreter for the Deaf Licensure Act of 2007 be available for persons who are deaf or qualified interpreters be available for persons whose normally spoken language is other than English. Interpreters shall be provided at the expense of the District.
13. Stay-Put. During the pendency of any administrative or judicial proceeding, including mediation (if the District voluntarily agrees to participate in mediation), except as provided below, unless the District and Parent(s) of the child agree otherwise, the child shall remain in his/her current educational placement. If mediation fails to resolve the dispute between the parties, Parent(s) or child (if 18 years of age or emancipated) will have 10 calendar days after the mediation concludes to file a request for a due process hearing in order to continue to invoke the "stay-put" provisions of federal and State law. If the hearing involves the initial admission of the child to the public school, the child must be placed in the public school, with the Parent's informed written consent, until the completion of all the proceedings. If the due process complaint involves an application for initial services under Part B of IDEA for a child who is transitioning from Part C of IDEA and is no longer eligible for Part C services, the District is not required to provide Part C services that the child has been receiving. If the child is found eligible for special education and related services under Part B and the informed Parent consents in writing to the initial provision of special education and related services, then the District must provide those special education and related services that are not in dispute between Parent(s) and the District. If the decision of the hearing officer agrees with Parent(s) that a change of placement is appropriate, that placement shall be treated as agreement between the State or District and Parent(s) for purposes of this Section.
14. District's Authority to Change a Student's Placement. School personnel have the authority to change the current educational placement of a child with a disability:
  - a. For not more than 10 consecutive school days for any violation of school rules, and additional removals of not more than 10 consecutive school days in that same school year for separate incidents of misconduct (as long as those removals do not constitute a change of placement as defined in the IDEA and related federal and State regulations); and
  - b. To an appropriate interim alternative educational setting (IAES) for the same amount of time that a child without a disability would be subject to discipline, but for not more than 45 school days, if:
    - (1) The child carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function; or
    - (2) The child knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function; or

(3) The child has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function; or

(4) Ordered by a hearing officer in accordance with the expedited hearing procedures set forth below.

15. Hearing Timelines. The District will fully cooperate with the timelines set forth by the hearing officer to ensure that the hearing process is completed within 45 calendar days from: the expiration of the 30 calendar day resolution period; or, the date both parties agree in writing to waive the Resolution Meeting; or, after either the Mediation or Resolution Meeting starts but before the end of the 30 calendar day period, the parties agree in writing that no agreement is possible.

16. Right to Appeal Hearing Decision. Parent(s) or the District may appeal the due process hearing findings and decision, within 120 calendar days from the date the decision was mailed to the parties, by commencing a civil action in any court of competent jurisdiction.

#### **J. Expedited Due Process Hearings**

1. The District may request an expedited due process hearing if school personnel believe that maintaining the current placement of the child is substantially likely to result in injury to the child or others.
2. Parent(s) or child (if 18 years of age or emancipated) may request an expedited due process hearing if there is disagreement with regard to:
  - a. The District's determination that a child's behavior was not a manifestation of his/her disability;
  - b. The decision of the District to move the child to an IAES; or
  - c. The IAES selected.
3. When requesting an expedited hearing the requesting party must provide the following:
  - a. Name of legal counsel if the party is represented by counsel or intends to retain counsel;
  - b. Matters in dispute and specific relief sought;
  - c. Names of all witnesses to be called to testify at the hearing; and
  - d. Relevant documents.
4. No later than two (2) calendar days prior to the hearing, both parties involved in the expedited hearing must disclose to the hearing officer and to each other any evidence, which is intended to be submitted into the hearing record.
5. Unless Parents and the District agree in writing to waive a Resolution Meeting, a Resolution Meeting must occur within seven (7) calendar days of receiving notice of the due process complaint and the due process may proceed unless the matter has been resolved to the satisfaction of both parties.



#### **K. Mediation**

1. The purpose of mediation is to attempt to informally resolve disputes regarding the identification, evaluation, or placement of, or the provision of free, appropriate public education to, a child. The District shall inform Parent(s), at least whenever a due process hearing is requested, that ISBE offers a process of mediation that may be used to resolve such disputes.
2. ISBE's Special Education Department shall appoint a trained impartial mediator upon the request of Parent(s) or the District. Mediation sessions shall be scheduled in a timely manner and held in a location that is convenient to the parties.
3. Mediation is entirely voluntary. In no way shall mediation be used as a means to deny or delay a Parent's right to a hearing or any other rights afforded under IDEA, Article 14 of the *School Code* [105 ILCS 5/14], or their implementing regulations.
4. Any resolution reached as part of the mediation process must be set forth in writing, is legally binding, and is enforceable by a court of competent jurisdiction.
5. Discussions that occur during mediation shall be confidential and may not be used as evidence in any subsequent due process hearings or civil proceedings.

#### **L. Prospective Waiver of Legal Right or Claim**

1. A mediation agreement, resolution agreement, or settlement agreement may include, as a condition of settlement, that a parent, child who is at least 18 years of age or emancipated, or designated representative of a child who is at least 18 years of age, prospectively waives a legal right or claim if:
  - a. The legal right or claim being waived is related only to the child who is the subject of the mediation, resolution meeting, or settlement negotiations;
  - b. The legal right or claim being waived is related to the claims raised in the complaint being settled; and
  - c. The prospective waiver is for a reasonable duration not to exceed the duration of the mediation agreement, resolution agreement, or settlement agreement.

#### **M. ISBE Complaints**

1. A Parent, individual, organization, or advocate may file a signed, written complaint with ISBE alleging that the District has violated the rights of one or more children with disabilities. Such a complaint must include:
  - a. A statement that the District has violated a requirement of the IDEA, Article 14 of the *School Code* [105 ILCS 5/14], or their implementing regulations;
  - b. The facts on which the statement is based;
  - c. The signature and contact information for the complainant;
  - d. The names, addresses, and schools of attendance of the students involved, if known;
  - e. A description of the nature of the problem of the child, including facts relating to the problem; and

- f. A proposed resolution to the problem to the extent known and available to the party at the time the complaint is filed.
2. A complaint to ISBE must allege only violations that occurred not more than one year prior to the date on which ISBE receives the complaint.
3. Consistent with ISBE procedures, the District will submit a written response to a complaint. A copy of the response and all documentation submitted by the District to ISBE will be simultaneously provided to the complainant. If the complaint was filed by someone other than the parent of a child who is the subject of the complaint (or the child if he or she has reached majority or is emancipated and has assumed responsibility for his or her own educational decisions) and the complaint is about a specific identifiable child or children, appropriate written signed releases must be obtained prior to the release of any documentation or information to the complainant or the attorney representing the complainant.

#### **N. Surrogate Parents**

1. The District shall ensure that the rights of a child with a disability are protected through the appointment of a qualified surrogate parent(s) when:
  - a. The Parent(s) cannot be identified or located; or
  - b. The child is a ward of the State; or
  - c. The child is an unaccompanied youth as defined in the *McKinney-Vento Homeless Assistance Act* (42 U.S.C. §11434a(6)).
2. The District shall undertake reasonable efforts to identify and discover the whereabouts of Parent(s) of the child with a known or suspected disability. Such reasonable efforts may include documented phone calls, letters, certified letters with return receipts, visits to the home, and interviews with relatives and other individuals who may have knowledge of the whereabouts of the child's Parent(s).
3. If, after reasonable efforts have been made, Parent(s) cannot be located, the District shall take similar steps to establish contact with a relative, or an individual with whom the child resides and/or the individual or agency which is legally responsible for the child's care and education.
4. If, after reasonable efforts have also been made to identify a guardian of the child or a person acting as Parent(s) of the child, no such person has been either identified or located, the District shall make a written request to ISBE to appoint a surrogate Parent(s) for the child in matters relating to the identification, evaluation, and educational placement of, and provision of free, appropriate public education to, him or her.
5. The written request to ISBE shall include information on the racial, linguistic or cultural background of the child.

#### **O. Independent Educational Evaluations**

1. An *Independent Educational Evaluation* (IEE) means an evaluation conducted by a qualified examiner who is not employed by the District.

2. Parent(s) have the right to obtain an IEE of their child, conducted either at public or private expense. An IEE at public expense means that the District either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to Parents.
3. The District shall provide to Parent(s), upon their request, the list of independent educational evaluators developed by ISBE.
4. If Parent(s) disagree with the District's evaluation and wish to obtain an IEE at public expense, they shall submit to the superintendent a written request to that effect. Upon receipt of a request for an IEE, the District shall provide Parent(s) with information about where an IEE may be obtained and the District's criteria applicable to IEEs.
5. If the District disagrees with the need for an IEE, it shall initiate a due process hearing to demonstrate that its evaluation is appropriate. Such a hearing shall be initiated by the District within seven (7) school days following receipt of a written parental request..
6. An IEE at public expense shall be completed within 60 school days after receipt of a Parent's written request, unless the District initiates a due process hearing or the Parent or the District offers reasonable grounds to show that the 60-school-day period should be extended. If either party wishes such an extension and is unable to obtain the other party's agreement, the District shall initiate a due process hearing.
7. If the final decision of the hearing and review process is that the District's evaluation is appropriate, Parent(s) shall have the right to an IEE, but not at public expense.
8. If the District's evaluation is shown to be inappropriate, the District shall pay for the IEE or reimburse Parent(s) for the cost of said evaluation.
9. If Parent(s) are entitled to an IEE at public expense, it shall be completed within 60 school days after the decision is rendered, unless the Parent or the District offers reasonable grounds to show that the 60-school-day period should be extended. If either party wishes such an extension and is unable to obtain the other party's agreement, the District shall initiate a due process hearing.
10. When an IEE is obtained at public expense, the party chosen to perform the evaluation shall be either:
  - a. An individual whose name is included on the list provided by ISBE with regard to the relevant type(s) of evaluation; or
  - b. Another individual possessing the credentials required by 23 Ill. Admin. Code § 226.840.
11. If Parent(s) wish an evaluator to have specific credentials in addition to those required by 23 Ill. Admin. Code §226.840, Parent(s) and the District shall agree on the qualifications of the examiner and the specific evaluation(s) to be completed prior to the initiation of an IEE at public expense. If agreement cannot be reached, the District shall initiate a due process hearing subject to the time constraints set forth in this Section.

12. The conditions under which an IEE is obtained at public expense, including the location of the evaluation and the qualifications of the examiner, shall meet the criteria that the District uses when it initiates an evaluation, to the extent that those criteria are consistent with Parent(s)' right to an independent evaluation.
13. If Parent(s) obtain an IEE, the written results of that evaluation shall be considered by the IEP Team and may be presented as evidence at a due process hearing as provided by law. The District shall send the notice convening the IEP Team's meeting within 10 calendar days after receiving the evaluation report or after Parent(s) request a meeting to consider the results of an IEE.

**P. Transfer of Parental Rights**

1. All rights accorded to Parent(s) under the IDEA, Article 14 of the *School Code*, and their implementing regulations transfer to the child when he or she reaches 18 years of age or becomes an emancipated minor, unless a legal guardian has been appointed for the child or the child delegates his/her rights to Parent(s) or another adult after the child turns 18 years of age. The District shall notify the child and Parent(s) of such transfer of rights and the process for delegating such rights, and shall provide the student with a Delegation of Rights form, at least one year prior to the date that the child reaches the age of majority.
2. The District shall provide any notice required by the IDEA, Article 14 of the *School Code*, and their implementing regulations to the child and Parent(s).

- LEGAL REF.: 20 U.S.C. §§ 1412(a)(6) (Procedural safeguards), 1412(a)(7) (Evaluation), 1413(a)(1) (Consistency with State policies), 1415 (Procedural safeguards).
- 34 C.F.R. §§300.500-300.520 (Procedural Safeguards and Due Process), 300.610-300.627 (Confidentiality of Information), 300.322 (Parent participation), 300.154(d) (Children with disabilities who are covered by public benefits or insurance), 300.320(c) (Transfer of rights at age of majority).
- 105 ILCS 5/14-8.02 (Identification, evaluation, and placement of children), 8.02(g), 5/14-8.02a (Impartial due process hearing; civil action), 5/14-8.02b (Expedited Hearings), 5/14-8.02f (Individualized education program meeting protections), 5/14-6.10 (Transfer of parental rights at the age of majority).
- 23 Ill. Admin. Code §§ 226.500-226.690 (Procedural Safeguards and Due Process), 226.180 (Independent Educational Evaluations), 226.230(d) (age of majority for transfer of rights).

## **Section 11. Behavioral Interventions and Discipline**

### **A. Behavioral Interventions**

1. Behavioral interventions shall be used with eligible children with disabilities to promote and strengthen desirable behaviors and reduce identified inappropriate behaviors.
2. A committee shall be established to develop and monitor procedures on the use of behavioral interventions for children with disabilities in accordance with the requirements of Section 5/14-8.05 of the *School Code* [105 ILCS 5/14-8.05]. The committee shall review ISBE's guidelines on the use of behavioral interventions and use them as a non-binding reference. The behavioral intervention procedures shall be furnished to the parents of all children with IEPs within 15 calendar days after their adoption or amendment by, or presentation to, the Board of Education or at the time an IEP is first implemented for a student; parents of all children shall be informed annually of the existence of the procedures. At the annual IEP review, a copy of the District's behavioral intervention policy and procedures shall be given and explained to Parent(s). A copy of the procedures shall be available at any time and provided upon request of Parent(s).
3. A behavioral intervention plan shall be based on a functional behavior assessment and shall include positive behavioral intervention strategies, and supports to address the inappropriate behavior. A functional behavioral assessment shall be completed, if appropriate, in relationship to the development or modification of a student's behavioral intervention plan. A functional behavioral assessment is an assessment process for gathering information regarding a student's target behavior, its antecedents and consequences, controlling variables, the student's strengths, and the communicative and functional intent of the behavior, for use in developing behavioral interventions. The conduct of the functional behavioral assessment does not require parental informed written consent unless the IEP Team decides to conduct individualized assessments that go beyond the review of existing data and the administration of tests or other evaluations that are administered to all children.
4. If the District's board policy authorizes the use of isolated time out, time out, and/or physical restraint with students, the District shall comply with ISBE requirements regarding the use of isolated time out, time out, and physical restraint. Isolated time out, time out, and physical restraint shall be used only if:
  - a. The student's behavior presents an imminent danger of serious physical harm to the student or others;
  - b. Other less restrictive and intrusive measures have been tried and proven ineffective in stopping the imminent danger of serious physical harm;
  - c. There is no known medical contraindication to its use on the student; and
  - d. School personnel applying the use of isolated time out, time out, or physical restraint have been trained in its safe application under 23 Ill.Admin.Code §1.285.

Isolated time out, time out, or physical restraint shall not be used as discipline or punishment, convenience for staff, retaliation, a substitute for appropriate educational or behavioral support, a routine safety matter, or to prevent property damage in the

absence of imminent danger of serious physical harm to the student or others. The District's behavioral intervention procedures (or separate procedures on the use of isolated time out, time out, and/or physical restraint) shall include the requirements for the use of isolated time out, time out, and physical restraint, the training requirements for school personnel, the documentation and record-keeping procedures, and notification of Parent(s).

#### **B. Discipline of Children with Disabilities**

1. The District shall comply with the provisions of the IDEA when disciplining students with disabilities. No special education student will be expelled if the student's particular act of gross disobedience or misconduct is a manifestation of his/her disability. Any special education student whose gross disobedience or misconduct is not a manifestation of his/her disability may be expelled pursuant to the expulsion procedures, except that such student shall continue to receive educational services as provided in IDEA during the period of expulsion.
2. A special education student may be suspended for periods of no more than 10 consecutive school days each in response to separate incidents of gross disobedience or misconduct, regardless of whether the student's gross disobedience or misconduct is a manifestation of his/her disability, as long as the repeated removals do not constitute a pattern that amounts to a change in placement (considering factors such as the length of each removal, the total amount of time the child is removed, and the proximity of the removals to one another) and provided that such student receives educational services to the extent required by IDEA during such removals.
3. Any special education student may be temporarily excluded from school by court order or by order of a duly appointed State of Illinois impartial due process hearing officer changing the student's placement to an appropriate IAES for up to 45 school days, if the District demonstrates that maintaining the student in his/her current placement is substantially likely to result in injury to the child or others.
4. A special education student who has carried a weapon to school or to a school function or who knowingly possesses or uses illegal drugs or sells or solicits the sale of controlled substance while at school or a school function or who has inflicted serious bodily injury upon another person while at school or at a school related activity may be removed from his/her current placement. All such students shall be placed in an appropriate IAES for no more than 45 school days in accordance with IDEA. The length of time a child with a disability is placed in an alternative educational setting must be the same amount of time that a student without a disability would be subject to discipline.
5. Upon the occurrence of any act that may subject the student either to expulsion from school or suspension resulting in more than 10 cumulative days of suspension during any one school year, the District shall convene a meeting of the IEP Team to review the student's behavioral intervention plan or, if a behavioral intervention plan has not yet been developed, to develop one.

#### **C. Change of Placement**

1. For purposes of this subsection, a disciplinary removal constitutes a "change of placement" if:

- a. A student is removed from his/her current educational placement for more than 10 consecutive school days; or
- b. The student has been subjected to a series of removals that constitute a pattern:
  - (1) Because the series of removals total more than 10 school days in a school year;
  - (2) Because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals; and
  - (3) Because of such additional factors as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another.

**D. Manifestation Determination**

- 1. If a disciplinary removal constitutes a change in placement, the Parent(s) shall receive a copy of the procedural safeguards and written notification that a manifestation determination review (MDR) must be completed to determine whether the student's act of gross disobedience or misconduct is a manifestation of his/her disability.
- 2. The MDR shall take place as soon as possible, but later than 10 school days after the decision related to the discipline of the student is made.
  - a. The MDR must be completed by the student's Parent(s) and relevant members of the IEP Team (as determined by Parent(s) and the District).
  - b. In carrying out the MDR, the IEP Team shall consider, in terms of the behavior subject to the disciplinary action, all relevant information in the student's file, including:
    - (1) The student's IEP;
    - (2) Any teacher observations of the student; and
    - (3) Any relevant information provided by Parent(s).
  - c. The conduct must be determined to be a manifestation of the student's disability if it is determined that:
    - (1) The conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or
    - (2) The conduct in question was the direct result of the District's failure to implement the student's IEP.
  - d. If, at the MDR conference, it is determined that the behavior of the student was a manifestation of his/her disability, the District must convene an IEP meeting and the IEP Team must conduct a functional behavioral assessment, unless the District had conducted a functional behavioral assessment before the behavior that resulted in the change of placement, and implement a behavioral intervention plan for the child. If a behavioral intervention plan has already been developed, the IEP Team must review the behavioral intervention plan, and modify it, as necessary, to address the behavior.
  - e. If, at the MDR conference, it is determined that the behavior of the student was a manifestation of his/her disability, suspension days that total more than 10 school days in a school year shall not continue, and the authorized administrator shall not continue with their recommendation for expulsion, if applicable. The authorized administrator or other individual may request a review of the appropriateness of the educational placement of the student in

accordance with federal and State law. During the period necessary to propose a new placement, the student will remain in their then-current placement unless:

- (1) The student has not served a total of 10 cumulative school days of suspension imposed for gross disobedience or misconduct in the school year, in which case the student may be required to serve up to a total of 10 school days of the suspension;
- (2) The Parent(s) and District agree on a change in placement;
- (3) The District obtains an order from a court of competent jurisdiction or a State of Illinois impartial due process hearing officer decision changing the then-current placement or providing for other appropriate relief; or
- (4) The student's misconduct meets the requirements in Section 11.G. below.

- f. If, at the MDR conference, it is determined that the behavior of the student was not a manifestation of his/her disability, the suspension may continue, and the authorized administrator may continue with their recommendation that the student be considered for expulsion by the Board of Education.

#### **E. Special Education Suspension Procedures**

1. All suspension notices and suspension review procedures established by the *School Code* shall be followed when suspending a special education student. In addition, a special education student who is suspended from school for more than 10 cumulative school days in a school year shall receive educational services in accordance with IDEA.
2. If a removal does not exceed 10 consecutive school days and is not a change of placement, school personnel, in consultation with at least one of the student's teachers, shall determine the services to be provided. If the removal is a change in placement, the IEP Team determines appropriate services. Such services must be designed to enable the student to participate in the general curriculum and to make progress toward his/her IEP goals.
3. If a removal exceeds 10 consecutive school days, the District will provide, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur.
4. any disciplinary removal constitutes a change in placement, an MDR is required following procedures described in Section 11.D. above.
5. For all removals that exceed 10 cumulative school days during one school year, the District must provide services to the student. School personnel, in consultation with at least one of the child's teachers, shall determine the services to be provided. Such services must be designed to enable the child to progress in the general curriculum and advance toward his/her IEP goals.

#### **F. Special Educational Expulsion Procedures**

1. The District shall promptly notify the student's Parent(s) of the gross disobedience or misconduct and whether the student shall be recommended for expulsion. All



procedural protections pertaining to notice provided under the District's discipline policy shall apply to a notice of recommended expulsion in the case of a special education student

2. An MDR is required in compliance with the procedures set forth in Section 11.D. above.
3. If a special education student is expelled from school in accordance with the procedures set forth above, the District shall convene an IEP meeting to develop an educational program to deliver educational services to the student during such period of expulsion.

#### **G. Misconduct Involving Weapons, Drugs, or Infliction of Serious Bodily Injury**

1. In accordance with the above procedures, the District may take one or more of the following steps when a student with a disability carries a weapon to school or to a school function, or knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or at a school-related function, or has inflicted serious bodily injury upon another person while at school or a school-related function:
  - a. Suspend the student from school for 10 school days or less.
  - b. Convene an IEP conference to: (a) determine placement in an IAES for up to 45 school days, (b) review and, if appropriate, modify the student's behavior intervention plan, as necessary, to address the student's behavior (if no behavior intervention plan is in place, the IEP Team shall develop a plan for a functional behavioral assessment that must be used to develop a behavior intervention plan), and (c) conduct a manifestation determination review.
    - (1) The student may be placed in an IAES even if the behavior is a manifestation of the student's disability.
    - (2) The IAES must:
      - (a) Enable the student to continue to progress in the general curriculum;
      - (b) Enable the student to receive the services and modifications set forth in his/her IEP; and
      - (c) Include services and modifications designed to address the misconduct to prevent it from recurring.
2. If Parent(s) disagree with the IAES placement or with the District-proposed location for placement and initiate a due process hearing, the student must remain in the IAES during the authorized review proceedings, unless Parent(s) and the District agree on another placement.

#### **H. Change of Placement if Maintenance of Current Placement Is Likely to Result in Injury**

1. In the event that maintenance of a student's current placement is substantially likely to result in injury to the student or to others, the District may seek an order from a court of competent jurisdiction or a State of Illinois impartial due process hearing officer to

change the student's placement to an appropriate IAES for one or more 45 school day periods after convening an IEP meeting to:

- a. Conduct a manifestation determination review following procedures described under sub-heading "Special Education Expulsion Procedures," above; and
  - b. Determine a proposed IAES that meets the requirements under sub-heading "Misconduct Involving Weapons, Drugs, or Infliction of Serious Bodily Injury," above.
2. The length of time a child with a disability is placed in an alternative educational setting must be the same amount of time that a child without a disability would be subject to discipline.

**I. Protections for Children Not Yet Eligible Under IDEA**

1. Any child who has not been determined to be eligible for special education and related services and who engages in behavior that violates the District's code of conduct shall be disciplined in accordance with the District's discipline policy for nondisabled students, unless the District had knowledge that the child was a child with a disability.
2. The District will be deemed as having knowledge that a student may be eligible for special education and related services prior to the disciplinary incident, if any one of the following conditions exists:
  - a. Parent(s) of the student expressed concern in writing (or orally if Parent(s) does not know how to write or has a disability that prevents a written statement) to supervisory or administrative District personnel that the student is in need of special education and related services;
  - b. Parent(s) of the student have requested an evaluation of the student; or
  - c. The student's teacher or other District personnel expressed specific concerns about a pattern of behavior demonstrated by the student directly to the District's Director of Special Education or to other District supervisory personnel.
3. The District will not be deemed to have knowledge if:
  - a. Parent(s) of the student have not allowed their child to be evaluated after he/she was referred for such evaluation by the District;
  - b. Parent(s) has refused special education services; or
  - c. Documentation maintained in the school student records affirm that an evaluation to determine the presence of a disability was either conducted and the student was found not eligible for special educational and related services or Parent(s) was provided with written notice that the District had considered the need to conduct an evaluation and had determined that an evaluation was not warranted.
4. If, following the District's decision to discipline a student who has not been determined to be eligible for special education and related services, the student's Parent(s) request a full and individual evaluation, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the

educational placement determined by the District, which may include suspension or expulsion without educational services.

**J. Referral to and Action by Law Enforcement and Judicial Authorities**

The District is not prohibited from reporting a crime committed by a child with a disability to appropriate authorities. The District shall ensure that copies of special education and disciplinary records are also transmitted to the authorities in such instances, subject to the requirements of federal and State law.

- LEGAL REF.:        20 U.S.C. §§ 1412 (State eligibility), 1413 (Local educational agency eligibility), 1415 (Procedural safeguards).
- 34 C.F.R. §§ 300.101 (Free appropriate public education (FAPE)), 300.530-300.535 (Discipline Procedures).
- 105 ILCS 5/10-22.6 (Suspension or expulsion of pupils; school searches), 5/14-8.05 (Behavioral intervention).
- 23 Ill. Admin. Code §§ 226.50 (Requirements for a Free Appropriate Public Education (FAPE)), 226.75 (Definitions), 226.220 (Development, Review, and Revision of the IEP), 226.400 (Disciplinary Actions), 226.655 (Expedited Due Process Hearing).

## **Section 12. Establishing the Goal of Full Educational Opportunity; Performance Goals and Indicators**

### **A. Establishment of the Goal**

The District has established a goal of providing full educational opportunity to children with disabilities ages birth through 21. Attainment of the full educational opportunity goal for children, ages birth through two (2), will be accomplished through full participation in, and full implementation of the *Infants and Toddlers with Disabilities Act*.

### **B. Annual Data Collection Requirements**

1. The District shall annually collect the following information regarding children with disabilities residing within the jurisdiction of the District:
  - a. The number of children with disabilities, by race, ethnicity, and disability category, who are receiving a free appropriate public education;
  - b. The number of children with disabilities, by race and ethnicity, who are receiving early intervention services;
  - c. The number of children with disabilities, by race, ethnicity, and disability category, who are participating in regular education;
  - d. The number of children with disabilities, by race, ethnicity, and disability category, who are in separate classes, separate schools or facilities, or public or private residential facilities;
  - e. The number of children with disability, by race, ethnicity, and disability category, who, for each year of age from age 14 to 21, stopped receiving special education and related services because of program completion or other reasons and the reasons why those children stopped receiving special education and related services;
  - f. The number of children with disabilities, by race and ethnicity, who from birth through age two (2), stopped receiving early intervention services because of program completion or for other reasons;
  - g. The number of children with disabilities, by race, ethnicity, and disability category, who under subparagraphs (A)(ii) and (B) of §1415(k)(1) of IDEA, are removed to an IAES; the acts or items precipitating those removals; and the number of children with disabilities who are subject to long-term suspensions or expulsions;
  - h. The number of special education teachers;
  - i. The number of related services personnel;
  - j. The cost of all personnel;
  - k. The number of children receiving special education transportation;
  - l. The types of alternative placements available for children with disabilities; and
  - m. The number of children served in each type of placement.

2. The District shall also annually collect information regarding the facilities, personnel and services necessary to accomplish the full educational opportunity goal.

**C. Performance Goals and Indicators**

1. The District has established goals for the performance of children with disabilities that:
  - a. Promote the purposes of IDEA, as stated in 34 C.F.R. §300.1, *Purposes*;
  - b. Are the same as the State's long-term goals and measurements of interim progress for children with disabilities under §1111(c)(4)(A)(i) of the Elementary and Secondary Education Act and are consistent, to the extent appropriate with any other goals and academic standards for children established by the State; and
  - c. Address graduation and dropout rates.
2. The District has established performance indicators that will be used to assess progress towards achieving the goals described in subparagraph C 1, above.

LEGAL REF.:        20 U.S.C. §§ 1412 (State eligibility), 1413 (Local educational agency eligibility), 1418 (Program information).  
                         34 C.F.R. §§ 300.109 (Full educational opportunity goal (FEOG)), 300.111 (Child find); 300.157 (Performance goals and indicators)  
                         23 Ill. Admin. Code §§ 226.700 (General), 226.760 (Evaluation of Special Education), 226.800 (Personnel Required to be Qualified).

## Section 13. Confidentiality of Personally Identifiable Information

The school student records of a child with disabilities shall be maintained confidentially in accordance with the requirements of the *Individuals with Disabilities Education Act*, the *Family Educational Rights and Privacy Act*, the *Illinois School Student Records Act*, the *Illinois School Code*, the *Illinois Mental Health and Developmental Disabilities Confidentiality Act*, the *Illinois Domestic Violence Act of 1986*, and their respective implementing regulations. All information maintained concerning a student receiving special education is directly related to the provision of services to that child. For information regarding the types of personally identifiable information concerning all students, including students with disabilities, that is collected, the maintenance period, persons to whom the information may be available, and under what circumstances the information may be disclosed, see the following District policies and procedures:

- LEGAL REF.:      20 U.S.C. §§ 1232g (Family Educational Rights and Privacy Act), 20 U.S.C. §§ 1412 (State eligibility), 1413 (Local educational agency eligibility).
- 34 C.F.R. §§ 300.123 (Confidentiality of personally identifiable information), 300.610-627 (Confidentiality of Information).
- 34 C.F.R. Part 99 (Family Educational Rights and Privacy).
- 105 ILCS 5/14-8.02f (Individualized education program meetings protections), 105 ILCS 10/1 *et seq.* (Illinois School Student Records Act); 740 ILCS 110/1 *et seq.* (Mental Health and Developmental Disabilities Confidentiality Act); 50 ILCS 205/1 *et seq.* (Local Records Act).
- 23 Ill. Admin. §§ 226.50 (Requirements for Free Appropriate Public Education (FAPE)), 226.75 (Definitions), 226.220 (Development, Review, and Revision of the IEP), 226.740 (Records; Confidentiality).
- 23 Ill. Admin. Code Part 375 (Student Records).

## **Section 14. Matching and Supplementing Funds for Special Education Programs and Services**

Use of Federal Matching Funds Under The Medicaid (Title XIX) or Children's Health Insurance (All Kids; Title XXI) Program to Supplement Special Education Programs and Services (if the School District is Participating in One or More of those Federal Programs); Supplementation of State, Local, Other Federal Funds; Maintenance of Financial Support

- A. The District may look to non-educational entities, such as Medicaid and insurance programs, to pay for required special education services for which such entities are otherwise responsible.
- B. The District will use federal matching funds received under Medicaid or a children's health insurance program (e.g., State Children's Health Insurance Program, known as All Kids in Illinois) only to supplement special education programs and services.
- C. In seeking matching funds under Medicaid or a children's health insurance program, the District:
  - D. May not condition a child's receipt of FAPE on their Parent(s)' enrollment in Medicaid or insurance programs;
  - E. May not require Parent(s) to incur an out-of-pocket expense (e.g., payment of a deductible or co-pay amount) for services rendered in providing FAPE, except the District may use Part B funds to pay Parent(s)' costs for such services;
  - F. May not use a child's Medicaid or health insurance benefits if such use would:
    - a. Decrease available lifetime coverage or any other insured benefit;
    - b. Result in the family paying for services that would otherwise be covered by Medicaid or health insurance and that are required for the child outside of the time the child is in school;
    - c. Increase premiums or lead to the discontinuation of benefits or insurance; or
    - d. Risk loss of home and community-based waiver eligibility, based on aggregate health-related expenditures;
  - G. Must obtain voluntary, informed, written parental consent prior to accessing Medicaid or insurance benefits for the first time; and
  - H. Prior to accessing Medicaid or insurance benefits for the first time, and annually thereafter, must provide written notification to Parent(s) that includes:
    - 1. A statement of the parental consent provisions of 34 C.F.R. §§ 99.30, 300.9 and 300.622;
    - 2. A statement of the "no cost" provisions of 34 C.F.R. §300.154(d)(2)(i)-(iii);
    - 3. A statement of Parent(s)'s right to withdraw their consent to disclosure of their child's student record information to Medicaid or other insurance programs at any time; and

4. A statement that the withdrawal of or refusal to provide consent to disclosure of their child's student record information to Medicaid or other insurance programs does not relieve the District of its responsibility to ensure that all required services are provided at no cost to the parents.
- I. Except as otherwise permitted by law, funds provided to the District under the IDEA, Part B, shall be used to supplement the level of federal, State, and local funds (including funds that are not under the direct control of the District) expended for the provision of special education and related services provided to children with disabilities, and in the case to supplant those federal, State, and local funds.
- J. Except as otherwise permitted by law, the District will not reduce the amount of financial support for special education and related services for children with disabilities, or otherwise made available because of the excess costs of educating those children, below the amount of that support for the preceding fiscal year.

LEGAL REF.: 34 C.F.R. §§ 300.154 (Methods of ensuring services), 300.162  
(Supplementation of State, local, and other Federal funds), 300.163  
(Maintenance of State financial support).  
23 Ill. Admin. Code §226.770 (Fiscal Provisions).



## **Section 15. Competent Interpretation Services at IEP Meetings and Translation of Vital IEP Process Documents**

### **A. Competent Interpretation Services at IEP Meetings**

1. A qualified interpreter is a District staff member or other personnel who is:
  - a. Bilingual and demonstrably qualified and competent to interpret;
  - b. Trained in providing the interpretations requested and sufficiently knowledgeable in both languages and of any specialized terminology needed; and
  - c. Trained in the ethics of interpretation.
2. A qualified interpreter must:
  - a. Meet all District employment eligibility requirements.
  - b. Demonstrate that they are competent to interpret into and out of the second language in accordance with 23 Ill. Admin. Code §226.800(k)(1)(B).
  - c. Complete at least six hours of training on special education terminology and protocol, including successful completion of a written examination to demonstrate knowledge of such terminology and protocol, except that teachers with bilingual special education license endorsements are exempt from this requirement.
  - d. Receive training on the interpreter Code of Ethics adopted by ISBE, including successful completion of a written examination.
  - e. After completing the required training:
    - (1) Successfully complete, with a score of 80% or higher, a written examination to demonstrate knowledge of special education terminology and protocol, interpretation standards and techniques, and interpretation ethics; and
    - (2) Successfully complete, with a score of 70% or higher, an oral examination to demonstrate proficiency in interpreting in and out of English, through consecutive or simultaneous interpretation, and sight translation.
3. To maintain the qualified interpreter designation, an individual must, at least once every two years, participate in at least six hours of ongoing professional development related to interpretation in the following categories: confidentiality, accuracy, impartiality, interpreter ethics and professionalism, cultural awareness, special education processes, special education vocabulary, and language acquisition.
4. An interpreter for less common languages must be:
  - (1) Demonstrably qualified and competent to interpret into and out of the less common language;

- (2) Trained in providing the interpretations requested and sufficiently knowledgeable in both languages and of any specialized terminology needed; and
- (3) Trained in the ethics of interpretation.

**B. Translation of Vital IEP Process Documents**

1. The District shall provide, to Limited English Proficiency parents of children with disabilities, written translation of Vital IEP Process Documents into the ten most commonly spoken languages in Illinois, other than English. This includes translation of the individualized substance of documents on the Vital IEP Process Documents list.
  - a. Common languages mean the five most commonly spoken languages other than English that are used in the State of Illinois, based on the most recent Home Language Survey results, and any language that is spoken by more than 20 total families in the District.
  - b. Less common language means any language that is not considered a common language.
  - c. Preferred language means a Parent's native language or any other language with which both Parents are fluent and have agreed upon. Preferred language does not include artificial or constructed languages, including but not limited to, Klingon, Dothraki, Elvish, or Esperanto.
  - d. Vital IEP Process Documents includes:
    - (1) The IEP;
    - (2) Parent/Guardian Notification of Conference (ISBE 34-57D);
    - (3) Parent/Guardian Notification of Conference Recommendations (ISBE 34-57E);
    - (4) Notice of Procedural Safeguards for Parents/Guardians of Students with Disabilities (ISBE 34-57J);
    - (5) Parent/Guardian Consent for Initial Evaluation (ISBE 34-57B);
    - (6) Parent/Guardian Consent for Reevaluation (ISBE 34-57C);
    - (7) Evaluation reports;
    - (8) Eligibility determination;
    - (9) Manifestation determination review documents;
    - (10) IEP progress reports; and
    - (11) Medicaid consent forms.
2. A translated Parent/Guardian Notification of Conference Recommendations form (ISBE 34-57E) in Parent(s)' preferred language or mode of communication shall be provided simultaneously with English IEP documents,

and the District shall make all reasonable efforts to provide the translated IEP within seven (7) school days after the IEP, or as soon as possible thereafter.

3. All other Vital IEP Process Documents shall be translated and provided to Parent(s) as soon as practicable but no more than 30 school days after the IEP meeting.
4. Parent(s) may request translation of documents not on the Vital IEP Process Documents list that have a vital relation to the child's educational planning through the same process identified on the Parent/Guardian Notification of Conference form (ISBE 34-57D), and the District shall make reasonable efforts to provide the requested translations in a timely manner.
5. All translations must be performed:
  - a. By competent translators who have undergone sufficient professional training regarding special education terminology and processes; or
  - b. By outside vendors that are commercially recognized as providing competent translation services; or,
  - c. If the District elects to use an automated translation program or application, the results must be reviewed and edited, as needed, by an individual qualified to determine the accuracy of the translation.
6. All translations must be certified to be true and accurate by the translator to the best of the translator's knowledge or ability.

LEGAL REF.: 34 C.F.R. §300.503 (Prior notice by the public agency; content of notice)

23 Ill. Admin. Code §§226.75 (Definitions), 226.500 (Language of Notifications), 226.530 (Parents' Participation), 226.800 (Personnel Required to be Qualified).

## **Section 16. Personnel Development**

The District will take measurable steps to recruit, hire, train, and retain highly qualified personnel to provide special education and related services to children with disabilities.

LEGAL REF.:        34 C.F.R. §300.156 (Personnel qualifications).  
                             23 Ill. Admin. Code Part 226, Subpart I (Personnel).

**QUIT CLAIM DEED****After Recording Mail To:**

Daniel Boyle  
 Petrarca, Gleason, Boyle & Izzo, LLC  
 19730 Governors Highway, Suite 10  
 Flossmoor, IL 60422

**Name and Address of Taxpayer:**

Oak Lawn Park District  
 9400 S. Kenton Avenue  
 Oak Lawn, IL 50453

**THE GRANTOR(S)**, the Board of Education of Atwood Heights School District 125, an Illinois school district, at 12150 S. Hamlin Avenue, Alsip, County of Cook, State of Illinois, for and in consideration of TEN AND 00/100 (\$10.00) DOLLARS, and other good and valuable considerations in hand paid, **CONVEYS** and **QUIT CLAIMS** to the Oak Lawn Park District, a municipal corporation of the Village of Oak Lawn, County of Cook, State of Illinois, at 9400 S. Kenton Avenue, Oak Lawn, County of Cook, State of Illinois, the following described Real Estate situated in the County of Cook, State of Illinois, legally described as:

THE NORTH 33.00 FEET (EXCEPT THE WEST 7.00 FEET THEREOF) OF LOT 53 IN LONGWOOD ACRES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER, THE EAST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 4, 1918, AS DOCUMENT 6298152, IN COOK COUNTY, ILLINOIS.

**PIN:** 24-15-400-061-0000

**ADDRESS:** 4341 107<sup>th</sup> Place, Oak Lawn, IL 60453

**SUBJECT TO:** covenants, conditions and restrictions of record; public and utility easements.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 25<sup>th</sup> day of August, 2026

**GRANTOR(S):**

---

(SEAL)

---

(SEAL)

STATE OF ILLINOIS

COUNTY OF COOK SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT \_\_\_\_\_, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
(Notary Public)

**This transaction is exempt under the provisions of Paragraph e, Section 4 of the Real Estate Transfer Tax Act.**

\_\_\_\_\_

**PREPARED BY:**

Daniel M. Boyle  
Petrarca, Gleason, Boyle & Izzo, LLC  
19730 Governors Highway, Suite 10  
Flossmoor, IL 60422

RESOLUTION NO. \_\_\_\_\_

**ATWOOD HEIGHTS SCHOOL DISTRICT 125****RESOLUTION APPOINTING  
TRUSTEE OF SCHOOLS**

**WHEREAS**, pursuant to Section 5-2.2 of the Illinois School Code (105 ILCS 5/5-2.2), as amended by Public Act 103-0790, effective August 9, 2024, this Board shall, no later than 60 days after the effective date of that amendatory act, appoint one of the trustees of schools for Township 37 North, Range 13 East (“Worth Township Trustees of Schools”);

**WHEREAS**, the trustee of schools so appointed by this Board shall be either a member of the Board or an employee of the School District, and shall serve at the pleasure of this Board, but may not serve longer than 2 years unless reappointed by this Board;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of Atwood Heights School District Number 125, Cook County, Illinois, as follows:

**Section 1.** The foregoing recitals are incorporated herein as findings of the Board.

**Section 2.** Lisa Cole (“Appointee”), presently serving as an employee of this Board assigned to the position of Superintendent, is hereby appointed as Trustee of Schools for Atwood Heights School District Number 125, to serve with the Worth Township Trustees of Schools. This appointment shall continue in effect until the first of the following to occur: (1) the termination of the Appointee’s service on this Board or employment by this Board; (2) the affirmative act of this Board to terminate Appointee’s appointment as Trustee of Schools; (3) the passage of 2 years from the date of this Resolution; or (4) the death, permanent disability, or legal disqualification of the Appointee.

**Section 3.** This Resolution shall take effect immediately upon its adoption.

**BOARD OF EDUCATION OF  
ATWOOD HEIGHTS  
SCHOOL DISTRICT NUMBER 125,  
COOK COUNTY, ILLINOIS**

Date: August 25, 2026

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF COOK         )

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education (the "School Board") of Atwood Heights School District Number 125, Cook County, Illinois (the "District"), and that as such official I am the keeper of the records and files of the School Board.

I do further certify that the foregoing is a full, true and complete copy of a Resolution adopted at a meeting of the Board held on the 25th day of August 2026, entitled:

**RESOLUTION APPOINTING  
TRUSTEE OF SCHOOLS**

I do further certify that the deliberations of the Board on the adoption of said Resolution were conducted openly, that the vote of the adoption of said Resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the School Code of the State of Illinois, as amended and that the Board has complied with all of the provisions of said Acts and said Codes and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature this 25th day of August, 2026.

\_\_\_\_\_  
Secretary, Board of Education



06/29/2026

Dear Members of the Board of Education,

Please accept this letter as my formal resignation from my position as an Instructional Aide at Hamlin Upper Grade Center in Atwood Heights School District 125, effective 05/29/2026.

After 30 years of serving the students, families, and staff of District 125, I have made the decision to retire and begin the next chapter of my life. It has been an honor to be part of a district that is dedicated to providing students with the support and opportunities they need to succeed.

Throughout my career, I have had the privilege of working alongside exceptional educators, administrators, and support staff. I am truly grateful for the friendships, experiences, and memories that these years have brought. The relationships I have built with students and colleagues will always hold a special place in my heart.

Thank you to the Board of Education for the opportunity to spend the past three decades serving this wonderful community. I appreciate your support and leadership throughout the years.

With heartfelt gratitude,

Tracey Lorenz  
Instructional Aide  
Hamlin Upper Grade Center



825 5

**(no subject)**

1 message

**Lisa Cole** <lcole@ahsd125.org>  
To: Sherri Lunny <slunny@ahsd125.org>

Tue, Jun 30, 2026 at 11:01 AM

**Leta Flisk** Jun 29

to me ▾



Hi Heather,

Thank you for your email. I appreciate you trying to find a place better suited for me next year.

Unfortunately, after much consideration, I have decided I won't be coming back next year after all. It's something I've been thinking about for a while, being placed in the PreK room did not affect my decision at all. I have decided to just do substitute work for the time being, that way I am more flexible with my home life and taking days off when needed.

Thank you for welcoming me into your school last year and I wish you all the best. Please let me know if there is anything further I need to do as far as resigning. Thank you again.

...

To: Lisa Cole, Superintendent  
From: Catherine Gallagher, Principal  
Re: 7<sup>th</sup> & 8<sup>th</sup> Grade Science Position  
Date: August 6<sup>th</sup>, 2026

We would like to recommend Ms. Ellen Andrews for the vacant Science position at Hamlin. Ms. Andrews has a bachelor's degree from University of Illinois with a concentration in science and her middle school science endorsement from University of North Carolina. She has worked in North Carolina for the last 10 years as both a middle school science teacher and for Thermo Fisher Scientific. We feel she will make an excellent addition to the Hamlin staff. We are recommending that she start at a Bachelor's Lane, Step D.

Sincerely,

*Dr. Catherine Gallagher*

Principal, Hamlin Upper Grade Center

# Ellen Andrews

8TH GRADE  
SCIENCE TEACHER

## AWARDS

|                                       |            |
|---------------------------------------|------------|
| BCS Middle School Teacher of the Year | 2021-2022  |
| LMS Employee of the Month             | April 2022 |
| Hornet on the Horizon                 | April 2017 |

## LEADERSHIP

|                   |             |
|-------------------|-------------|
| TAC & SIT Rep.    | 2022 - 2023 |
| Grade Level Chair | 2021-2023   |
| Robotics Coach    | 2019        |
| SeaPerch Coach    | 2018        |
| ROCAME Coach      | 2017-2018   |
| SIT Rep.          | 2017-2018   |

## SKILLS

Organization

●●●●●●●●

Communication

●●●●●●●●

Empathy

●●●●●●●●

Leadership

●●●●●●●●

Patience

●●●●●●●●

## WORK EXPERIENCE

### ASSOCIATE INVESTIGATOR GRANTS ANALYST

*THERMO FISHER SCIENTIFIC*

Aug 2023 - Present

- Develop international investigator grant budget grids and payment term templates in collaboration with subject matter experts
- Coordinate internal/external approvals and site startup workflows to keep investigator budgets on track for site activation timelines
- Guide local teams on negotiation parameters and resolve client escalations while consistently meeting target cycle times

### 8TH GRADE/EARTH & ENVIRONMENTAL SCIENCE TEACHER

*LELAND MIDDLE SCHOOL*

Aug 2018 - Jun 2023

- Boosted our school-level data for a Title I school by exceeding growth on NC summative assessments for every year with data
- Chaired the SIT and Leadership Team during a period of heavy staff turnover
- Developed resources for new staff members to ease their transition and centralize school-wide resources
- Fostered a positive, accepting, and safe classroom environment for a diverse group of students using PBIS strategies

### 7TH/8TH GRADE SCIENCE TEACHER

*CENTRAL MIDDLE SCHOOL*

Nov 2016 - Jun 2018

- Provided informative and engaging presentations directed to individual students' needs in regular, EC inclusion, and AIG classes
- Assessed students in a variety of ways to ensure their comprehension of content
- Data-driven instruction resulted in a 14% increase in proficiency to 78% overall proficiency in a Title I school

### LAB TECHNICIAN

*U OF I NATURAL HISTORY SURVEY*

Sep 2015 - May 2016

- Executed PCR and gel electrophoresis assays to analyze molecular DNA samples with high accuracy
- Cataloged laboratory field samples and managed dataset entries using Excel to ensure data integrity
- Maintained strict laboratory sanitation and sterilization protocols to eliminate cross-contamination risks

## EDUCATION HISTORY

### UNIVERSITY OF NORTH CAROLINA-WILMINGTON - 2018

Lateral Entry Licensure Program in Middle Grades Science 6-9; GPA 3.9

### UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN - 2014

B.S. in Integrative Biology, Minor in Earth, Society, and Environment; GPA 3.4

### PRAXIS CERTIFICATIONS

Biology & Gifted Education

August 18, 2026

To Mrs. Cole:

It is my pleasure to write a letter of recommendation for Aoife McKirdie as a paraprofessional at Lawn Manor. She has a bachelor's degree from Roosevelt University. Ms. McKirdie lives in the community and is excited to be working with our littlest learners in PreK. We are happy that she will be joining our Lawn Manor team this year.

If you have any further questions or concerns, please feel free to contact me at (708) 423-3078.

Sincerely,

*Heather Mills*

Lawn Manor Principal

# Aoife (first Name) Louise McKirdie

Graduate from Roosevelt University with a degree in English and a focus in creative writing, with a love for reading and writing and a passion for community engagement.

Oak Lawn, IL  
(708)518-8583  
amckirdie@gmail.com

## EXPERIENCE

### Harry Potter Store— Sales Associate

Nov 2025 - Jan 2026

- Delivered exceptional customer service by creating engaging, personalized shopping experiences
- Assisted customers with product selection by recommending merchandise
- Accurately processed cash, credit, and digital transactions and other cash-handling procedures
- Maintained store presentation in alignment with visual merchandising and brand standards to enhance the overall customer experience.

### CAMP Chicago— Mascot

May 2024- Jan 2025

- Engaged with guests in a fast-paced environment, maintaining high energy, and professionalism
- Communicated effectively with diverse audiences through expressive, non-verbal communication
- Assisted with event operations while ensuring a welcoming atmosphere for visitors
- Demonstrated reliability, adaptability, and strong time management skills

### VIP Holiday Photos— Crew Member

Nov 2022- Dec 2023

- Greeted customer and families with their shopping experience
- Greeted all customers with an upbeat attitude
- Managed check-in procedures, answered guest questions, and guided children during photography
- Helped maintain organized workstations and managed supply inventory
- Managed the register and check outline during the holiday rush

## EDUCATION

### Roosevelt University — Degree

Aug. 2022-May 2026

## SKILLS

- Customer Service & Communication
- Organization & Time Management
- Teamwork & Problem Solving
- Writing & Creativity
- Critical Thinking
- Photography

## Campus Involvement

- Social Media Manager, Roosevelt Genaction Club
- Vice President, Roosevelt Genaction Club
- President, Roosevelt Genaction Club

July 14<sup>th</sup>, 2026

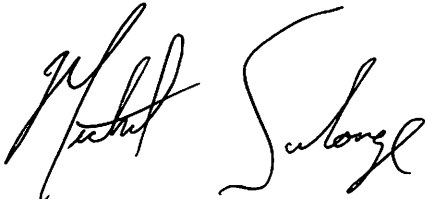
Dr. Lisa Cole and Atwood Heights School District #125 School Board,

Handwritten signature of Lisa Cole, appearing to read "Reid L.C.".

Please accept this letter as formal notification that I will not be returning to the district as a Middle School Teacher and Coach for the upcoming school year (26-27). Being a part of this community for 23 years has been a deeply rewarding experience. I am very appreciative for the opportunities I've had to work alongside a dedicated staff, support the growth of each student who walked through my door, and lead our student-athletes on the court.

I wish Hamlin and District #125, the staff, and the Basketball program continued success for the foreseeable future. I am wishing to address Dr. Cole and the School Board members in closed session at the August Board Meeting to discuss my decision further.

Educationally yours,

Handwritten signature of Michael Scelonge, appearing to read "Michael Scelonge".

Michael Scelonge

Heather,

I am writing today to forward my resignation from Lawn Manor school. It was a wonderful opportunity and I feel so lucky to observe a year of great education for your students. I will be devoting myself to watching my grandchildren a couple days a week. Thank you again and wishing you a wonderful school year ahead. Best, Sue Enright



August 18, 2026

To Mrs. Cole:

It is my pleasure to write a letter of recommendation for Sandy Abarca as a PreK paraprofessional at Lawn Manor. Mrs. Abarca has children in our district and has been an active volunteer at Lawn Manor. Sandy is bilingual and will be a wonderful asset to our early childhood program.

If you have any further questions or concerns, please feel free to contact me at (708) 423-3078.

Sincerely,

*Heather Wills*

Lawn Manor Principal

# **SANDY ABARCA**

## **PROFESSIONAL SUMMARY**

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Dedicated General Laborer with experience at Custom Staffing, adept at organizing products for carton shipping and ensuring meticulous product placement. Recognized for effective time management and a detail-oriented approach, contributing to a clean and safe work environment. Proven ability to enhance operational efficiency through proactive workspace organization.

## **SKILLS**

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- Organize products for carton shipping
- Effective time management
- Bilingual (English & Spanish)
- Ensured product placement
- Detail-oriented

## **EXPERIENCE**

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07/2005 to 04/2006 **General Laborer**

**Custom Staffing – Chicago, IL**

- I would put product into cartons.
- Followed safety protocols to maintain a secure work environment.
- Made sure product was placed neatly
- I would put product on carton if it was missing
- Cleared workspaces of debris to promote cleanliness and organization.

## **EDUCATION**

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06/2005

**High School Diploma**

**Bogan High School - Chicago, IL**

## **CERTIFICATIONS**

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**Pharmacy Technician Certificate**

**Administrative Medical Assistant Certificate**

**Medical Terminology Certificate**

## **LANGUAGES**

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**Spanish**

**Full Professional**

**English**

**Full Professional**

## **REFERENCES**

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**Victor Arroyo**  
**(773)934-2119**

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# ATWOOD HEIGHTS SCHOOL DISTRICT 125 VOUCHER

Voucher No: 1006

Voucher Date: 07/14/2026

Prepared By: \_\_\_\_\_

Printed: 07/14/2026 12:58:25 PM

ATWOOD HEIGHTS SCHOOL DISTRICT 125 is hereby authorized to draw warrants against ATWOOD HEIGHTS SCHOOL DISTRICT 125 funds for the sum of \$95,816.85 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2026 to June 30, 2027 (period cannot overlap fiscal year end.)

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

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Christine Lantz

President

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Michelle Higgins

Secretary

ATWOOD HEIGHTS SCHOOL DISTRICT 125

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| Fund |                            | Amount      |
|------|----------------------------|-------------|
| 10   | EDUCATIONAL                | \$42,423.50 |
| 20   | OPERATIONS AND MAINTENANCE | \$16,310.53 |
| 30   | DEBT SERVICE               | \$93.92     |
| 40   | TRANSPORTATION             | \$11,179.03 |
| 80   | TORT IMMUNITY              | \$25,809.87 |
|      |                            | <hr/>       |
|      |                            | \$95,816.85 |





# Atwood Heights School District 125

## Voucher Supplement Account Summary

Voucher Batch Number: 1006

07/14/2026

Fiscal Year: 2026-2027

| Vendor Remit Name      | Vendor # | Account                                   | Description                                   | Amount                   |
|------------------------|----------|-------------------------------------------|-----------------------------------------------|--------------------------|
| VERIZON WIRELESSQ      |          |                                           |                                               | Vendor Total: \$68.00    |
|                        |          | 10.5.2660.340.0000.00.00.65<br>Check #: 0 | TECHNOLOGY-TELEPHONE                          | \$39.38                  |
| VILLAGE OF ALSIP_2511  | 2511     |                                           |                                               | Vendor Total: \$39.38    |
|                        |          | 20.5.2540.370.0000.04.00.00<br>Check #: 0 | OPER/MAINT-WATER/SEWER<br>SERVICE-HAMLIN      | \$134.56                 |
| VILLAGE OF MERRIONETTE | 6176     |                                           |                                               | Vendor Total: \$134.56   |
|                        |          | 20.5.2540.370.0000.03.00.00<br>Check #: 0 | OPER/MAINT-WATER/SEWER<br>SERVICE-MEADOW LANE | \$490.20                 |
| VILLAGE OF OAK LAWN    |          |                                           |                                               | Vendor Total: \$490.20   |
|                        |          | 20.5.2540.370.0000.02.00.00<br>Check #: 0 | OPER/MAINT-WATER/SEWER SERVICE-LAWN<br>MANOR  | \$627.67                 |
| WASTE MANAGEMENT       |          |                                           |                                               | Vendor Total: \$627.67   |
|                        |          | 20.5.2540.321.0000.00.00.00<br>Check #: 0 | OPER/MAINT-SANITATION SERVICES                | \$899.69                 |
| WILLS, HEATHER         | 15231    |                                           |                                               | Vendor Total: \$899.69   |
|                        |          | 10.5.2410.332.0000.00.00.00<br>Check #: 0 | OFFICE OF PRINCIPAL -TRAVEL                   | \$110.83                 |
|                        |          |                                           |                                               | Vendor Total: \$110.83   |
|                        |          |                                           |                                               | Grand Total: \$95,816.85 |

End of Report



# Atwood Heights School District 125

## Voucher Supplement Account Summary

Voucher Batch Number: 1006

07/14/2026

Fiscal Year: 2026-2027

| Vendor Remit Name                      | Vendor # | Account                                   | Description                                | Amount      |
|----------------------------------------|----------|-------------------------------------------|--------------------------------------------|-------------|
| SECUREONE LIVESCAN                     |          | 10.5.2310.310.0000.00.00.00<br>Check #: 0 | BOARD OF ED-PROFESSIONAL SERVICES          | \$159.00    |
|                                        |          |                                           | Vendor Total:                              | \$159.00    |
| SELF                                   |          | 80.5.2362.233.0000.01.00.00<br>Check #: 0 | WORKERS COMPENSATION                       | \$24,286.00 |
|                                        |          |                                           | Vendor Total:                              | \$24,286.00 |
| SMG SECURITY HOLDINGS                  |          | 20.5.2540.310.0000.00.00.00<br>Check #: 0 | PROFESSIONAL SERVICE                       | \$1,397.76  |
|                                        |          |                                           | Vendor Total:                              | \$1,397.76  |
| SSJHSC                                 | 22287    | 10.5.1500.640.0000.00.00.00<br>Check #: 0 | INTERSCHOLASTIC-DUES AND FEES              | \$7,056.10  |
|                                        |          |                                           | Vendor Total:                              | \$7,056.10  |
| SSRA                                   |          | 10.5.2320.640.0000.00.00.00<br>Check #: 0 | EXECUTIVE ADMIN -DUES AND<br>FEES-DISTRICT | \$399.00    |
|                                        |          |                                           | Vendor Total:                              | \$399.00    |
| STUDIO GC                              | 25359    | 20.5.2540.310.0000.00.00.00<br>Check #: 0 | PROFESSIONAL SERVICE                       | \$2,000.00  |
|                                        |          |                                           | Vendor Total:                              | \$2,000.00  |
| UNIQUE PRODUCTS & SERVICE CORP.        | 17015    | 20.5.2540.410.0000.00.00.00<br>Check #: 0 | OPER/MAINT-GENERAL SUPPLIES                | \$1,581.61  |
|                                        |          |                                           | Vendor Total:                              | \$1,581.61  |
| US OMNI & TSACG COMPLIANCE<br>SERVICES | 23161    | 10.5.2310.310.0000.00.00.00<br>Check #: 0 | BOARD OF ED-PROFESSIONAL SERVICES          | \$68.00     |



# Atwood Heights School District 125

## Voucher Supplement Account Summary

Voucher Batch Number: 1006

07/14/2026

Fiscal Year: 2026-2027

| Vendor Remit Name                     | Vendor # | Account                                   | Description                           | Amount     |
|---------------------------------------|----------|-------------------------------------------|---------------------------------------|------------|
| MENDOZA, ELIANA                       |          | 10.5.1100.230.0000.00.00.00<br>Check #: 0 | FRINGE                                | \$59.43    |
|                                       |          |                                           | Vendor Total:                         | \$59.43    |
| MORGAN LOCKSMITHS                     | 3004     | 20.5.2540.310.0000.00.00.00<br>Check #: 0 | PROFESSIONAL SERVICE                  | \$324.95   |
|                                       |          |                                           | Vendor Total:                         | \$324.95   |
| NEXTERA ENERGY SERVICES               |          | 20.5.2540.465.0000.02.00.00<br>Check #: 0 | OPER/MAINT-NATURAL GAS-LAWN MANOR     | \$43.72    |
|                                       |          | 20.5.2540.465.0000.03.00.00<br>Check #: 0 | OPER/MAINT-NATURAL GAS-MEADOW LANE    | \$14.06    |
|                                       |          | 20.5.2540.465.0000.04.00.00<br>Check #: 0 | OPER/MAINT-NATURAL GAS-HAMLIN         | \$1,000.97 |
|                                       |          |                                           | Vendor Total:                         | \$1,058.75 |
| PERSONNEL PLANNERS, INC.              |          | 10.5.2520.310.0000.00.00.00<br>Check #: 0 | FISCAL SERVICES-PROFESSIONAL SERVICES | \$100.00   |
|                                       |          |                                           | Vendor Total:                         | \$100.00   |
| PETRARCA, GLEASON, BOYLE, & IZZO, LLC |          | 80.5.2365.318.0000.01.00.00<br>Check #: 0 | LEGAL FEES                            | \$1,523.87 |
|                                       |          |                                           | Vendor Total:                         | \$1,523.87 |
| RELIABLE FIRE EQUIPMENT CO.           | 532      | 20.5.2540.310.0000.00.00.00<br>Check #: 0 | PROFESSIONAL SERVICE                  | \$665.21   |
|                                       |          |                                           | Vendor Total:                         | \$665.21   |
| SCHOOL DATEBOOKS                      |          | 10.5.1100.410.0000.03.00.00<br>Check #: 0 | SUPPLIES MEADOW LANE                  | \$473.09   |
|                                       |          |                                           | Vendor Total:                         | \$473.09   |



# Atwood Heights School District 125

## Voucher Supplement Account Summary

Voucher Batch Number: 1006

07/14/2026

Fiscal Year: 2026-2027

| Vendor Remit Name                   | Vendor # | Account                                   | Description                   | Amount      |
|-------------------------------------|----------|-------------------------------------------|-------------------------------|-------------|
| Vendor Total:                       |          |                                           |                               | \$4,274.20  |
| GRAINGER                            | 20584    | 20.5.2540.410.0000.00.00.00<br>Check #: 0 | OPER/MAINT-GENERAL SUPPLIES   | \$327.83    |
| Vendor Total:                       |          |                                           |                               | \$327.83    |
| HORVATH, THERESA                    | 11042    | 10.5.2310.222.0000.00.00.00<br>Check #: 0 | BOARD OF ED-RETIREE INSURANCE | \$104.90    |
| Vendor Total:                       |          |                                           |                               | \$104.90    |
| HOUGHTON MIFF.HAR.PUB.CO.           |          | 10.5.2660.470.0000.00.00.00<br>Check #: 0 | ED MEDIA -COMPUTER SOFTWARE   | \$10,790.00 |
| Vendor Total:                       |          |                                           |                               | \$10,790.00 |
| IMAGETEC L.P.                       | 6536     | 10.5.1100.410.0000.04.00.00<br>Check #: 0 | SUPPLIES - HAMLIN             | \$104.53    |
|                                     |          | 30.5.5400.325.0000.00.00.00<br>Check #: 0 | CAPITAL LEASES-RENTALS        | \$93.92     |
| Vendor Total:                       |          |                                           |                               | \$198.45    |
| JOHNSON CONTROLS FIRE PROTECTION LP | 3847     | 20.5.2540.310.0000.00.00.00<br>Check #: 0 | PROFESSIONAL SERVICE          | \$1,430.24  |
| Vendor Total:                       |          |                                           |                               | \$1,430.24  |
| MARGARET PAROLIN                    | 26270    | 10.5.1100.230.0000.00.00.00<br>Check #: 0 | FRINGE                        | \$578.00    |
| Vendor Total:                       |          |                                           |                               | \$578.00    |
| MENARDS INC                         | 11118    | 20.5.2540.410.0000.00.00.00<br>Check #: 0 | OPER/MAINT-GENERAL SUPPLIES   | \$38.18     |
| Vendor Total:                       |          |                                           |                               | \$38.18     |



# Atwood Heights School District 125

## Voucher Supplement Account Summary

Voucher Batch Number: 1006

07/14/2026

Fiscal Year: 2026-2027

| Vendor Remit Name            | Vendor #   | Account                                   | Description                        | Amount      |
|------------------------------|------------|-------------------------------------------|------------------------------------|-------------|
| CHICAGO BACKFLOW, INC.       |            | 20.5.2540.410.0000.00.00.00<br>Check #: 0 | OPER/MAINT-GENERAL SUPPLIES        | \$186.90    |
|                              |            | 20.5.2540.464.0000.00.00.00<br>Check #: 0 | GASOLINE                           | \$497.87    |
|                              |            |                                           | Vendor Total:                      | \$2,817.27  |
| CHICAGO TRIBUNE              | 23803      | 20.5.2540.310.0000.00.00.00<br>Check #: 0 | PROFESSIONAL SERVICE               | \$2,165.00  |
|                              |            |                                           | Vendor Total:                      | \$2,165.00  |
|                              |            | 10.5.2310.340.0000.00.00.00<br>Check #: 0 | BOARD OF ED-COMMUNICATIONS         | \$56.75     |
| COMCAST                      | 24020      |                                           | Vendor Total:                      | \$56.75     |
|                              |            | 10.5.2660.340.0000.00.00.66<br>Check #: 0 | TECHNOLOGY-BROADBAND               | \$3,525.00  |
|                              |            |                                           | Vendor Total:                      | \$3,525.00  |
| COMED                        |            | 20.5.2540.466.0000.03.00.00<br>Check #: 0 | OPER/MAINT-ELECTRICITY-MEADOW LANE | \$673.32    |
|                              |            |                                           | Vendor Total:                      | \$673.32    |
|                              |            | 10.5.2660.470.0000.00.00.00<br>Check #: 0 | ED MEDIA -COMPUTER SOFTWARE        | \$12,349.60 |
| COMMON GOAL SYSTEMS, INC.    |            |                                           | Vendor Total:                      | \$12,349.60 |
|                              |            | 10.5.1100.410.0000.00.00.00<br>Check #: 0 | SUPPLIES                           | \$3,317.39  |
|                              |            |                                           | Vendor Total:                      | \$3,317.39  |
| CROSSMARK PRINTING INC.      |            | 40.5.2550.330.0000.00.00.00<br>Check #: 0 | TRANSPORTATION - SPECIAL ED        | \$4,274.20  |
|                              |            |                                           |                                    |             |
|                              |            |                                           |                                    |             |
| EMPOWERED TRANSPORTATION INC | 39-3542448 |                                           |                                    |             |
|                              |            |                                           |                                    |             |
|                              |            |                                           |                                    |             |



# Atwood Heights School District 125

## Voucher Supplement Account Summary

Voucher Batch Number: 1006

07/14/2026

Fiscal Year: 2026-2027

| Vendor Remit Name                         | Vendor # | Account                                   | Description                                  | Amount                                                |
|-------------------------------------------|----------|-------------------------------------------|----------------------------------------------|-------------------------------------------------------|
| ALPHA SCHOOL BUS COMPANY                  | 7431     | 40.5.2550.330.0000.00.00.00<br>Check #: 0 | TRANSPORTATION - SPECIAL ED                  | \$6,904.83                                            |
|                                           |          |                                           |                                              | Vendor Total: \$6,904.83                              |
| ARTLIP AND SONS, INC                      |          | 20.5.2540.310.0000.00.00.00<br>Check #: 0 | PROFESSIONAL SERVICE                         | \$1,131.00                                            |
|                                           |          |                                           |                                              | Vendor Total: \$1,131.00                              |
| ATWOOD HTGS. DIST. 125 - IMPREST FUND 991 |          | 20.5.2540.370.0000.02.00.00<br>Check #: 0 | OPER/MAINT-WATER/SEWER SERVICE-LAWN<br>MANOR | \$679.79                                              |
|                                           |          |                                           |                                              | Vendor Total: \$679.79                                |
| BRIAN HICKS                               |          | 10.5.1100.312.4932.00.01.00<br>Check #: 0 | PROFESSIONAL DEVELOPMENT-TITLE II            | \$1,000.00                                            |
|                                           |          |                                           |                                              | Vendor Total: \$1,000.00                              |
| CHASE CARD SERVICES                       |          | 10.5.1100.312.0000.00.00.00<br>Check #: 0 | PROFESSIONAL DEVELOPMENT & TRAINING          | \$89.04                                               |
|                                           |          |                                           |                                              | 10.5.1100.410.0000.00.00.00<br>Check #: 0             |
|                                           |          |                                           |                                              | SUPPLIES \$835.04                                     |
|                                           |          |                                           |                                              | 10.5.1100.410.0000.02.00.00<br>Check #: 0             |
|                                           |          |                                           |                                              | SUPPLIES - LAWN MANOR \$139.00                        |
|                                           |          |                                           |                                              | 10.5.1100.410.0000.03.00.00<br>Check #: 0             |
|                                           |          |                                           |                                              | SUPPLIES MEADOW LANE \$84.00                          |
|                                           |          |                                           |                                              | 10.5.1100.410.0000.04.00.00<br>Check #: 0             |
|                                           |          |                                           |                                              | SUPPLIES - HAMLIN \$483.62                            |
|                                           |          |                                           |                                              | 10.5.1250.410.4300.00.01.00<br>Check #: 0             |
|                                           |          |                                           |                                              | TITLE I / SUPPLE K-12-GENERAL SUPPLIES \$16.99        |
|                                           |          |                                           |                                              | 10.5.2900.410.4300.00.01.00<br>Check #: 0             |
|                                           |          |                                           |                                              | TITLE I SUPPORT SERVICES-GENERAL<br>SUPPLIES \$484.81 |



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# ATWOOD HEIGHTS SCHOOL DISTRICT 125 VOUCHER

Voucher No: 1013

Voucher Date: 07/28/2026

Prepared By: \_\_\_\_\_

Printed: 07/28/2026 11:38:52 AM

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ATWOOD HEIGHTS SCHOOL DISTRICT 125 is hereby authorized to draw warrants against ATWOOD HEIGHTS SCHOOL DISTRICT 125 funds for the sum of \$166,524.63 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2026 to June 30, 2027 (period cannot overlap fiscal year end.)

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

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Christine Lantz

President

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Michelle Higgins

Secretary

ATWOOD HEIGHTS SCHOOL DISTRICT 125

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| Fund |                            | Amount       |
|------|----------------------------|--------------|
| 10   | EDUCATIONAL                | \$141,524.94 |
| 20   | OPERATIONS AND MAINTENANCE | \$24,489.69  |
| 30   | DEBT SERVICE               | \$510.00     |
|      |                            | <hr/>        |
|      |                            | \$166,524.63 |

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# Atwood Heights School District 125

## Voucher Supplement Account Summary

Voucher Batch Number: 1013

07/28/2026

Fiscal Year: 2026-2027

| Vendor Remit Name              | Vendor # | Account                                   | Description                             | Amount      |
|--------------------------------|----------|-------------------------------------------|-----------------------------------------|-------------|
| COMBINED ROOFING SERVICES, LLC |          | 20.5.2540.310.0000.00.00.00<br>Check #: 0 | PROFESSIONAL SERVICE                    | \$2,825.00  |
|                                |          |                                           | Vendor Total:                           | \$2,825.00  |
| COMED                          |          | 20.5.2540.466.0000.02.00.00<br>Check #: 0 | OPER/MAINT-ELECTRICITY-LAWN MANOR       | \$856.45    |
|                                |          | 20.5.2540.466.0000.04.00.00<br>Check #: 0 | OPER/MAINT-ELECTRICITY-HAMLIN           | \$806.63    |
|                                |          |                                           | Vendor Total:                           | \$1,663.08  |
| EASTERSEALS                    |          | 10.5.4220.670.0000.00.00.00<br>Check #: 0 | SPECIAL ED - TUITION                    | \$6,868.68  |
|                                |          |                                           | Vendor Total:                           | \$6,868.68  |
| EDUCATIONAL BENEFIT COOP.      | 10341    | 10.2.0489.072.0000.00.00.00<br>Check #: 0 | MEDICAL INSURANCE                       | \$87,760.28 |
|                                |          | 10.2.0489.073.0000.00.00.00<br>Check #: 0 | DENTAL INSURANCE                        | \$2,411.93  |
|                                |          |                                           | Vendor Total:                           | \$90,172.21 |
| EISENHOWER COOPERATIVE         | 2745     | 10.5.4220.670.0000.00.00.00<br>Check #: 0 | SPECIAL ED - TUITION                    | \$11,350.00 |
|                                |          |                                           | Vendor Total:                           | \$11,350.00 |
| GRAINGER                       | 20584    | 20.5.2540.410.0000.00.00.00<br>Check #: 0 | OPER/MAINT-GENERAL SUPPLIES             | \$53.76     |
|                                |          |                                           | Vendor Total:                           | \$53.76     |
| IASA_22                        | 22       | 10.5.2320.640.0000.00.00.00<br>Check #: 0 | EXECUTIVE ADMIN -DUES AND FEES-DISTRICT | \$1,690.90  |
|                                |          |                                           | Vendor Total:                           | \$1,690.90  |



# Atwood Heights School District 125

## Voucher Supplement Account Summary

Voucher Batch Number: 1013

07/28/2026

Fiscal Year: 2026-2027

| Vendor Remit Name                   | Vendor # | Account                                   | Description                       | Amount      |
|-------------------------------------|----------|-------------------------------------------|-----------------------------------|-------------|
| JOHNSON CONTROLS FIRE PROTECTION LP | 3847     | 20.5.2540.310.0000.00.00.00<br>Check #: 0 | PROFESSIONAL SERVICE              | \$1,068.00  |
|                                     |          |                                           | Vendor Total:                     | \$1,068.00  |
| LEAF                                |          | 30.0.5400.325.0000.00.00.00<br>Check #: 0 | CAPITAL LEASES-RENTALS            | \$510.00    |
|                                     |          |                                           | Vendor Total:                     | \$510.00    |
| LOGICOM SYSTEMS                     |          | 10.5.2660.310.0000.00.00.67<br>Check #: 0 | PROFESSIONAL & TECHNICAL SERVICE  | \$28,590.00 |
|                                     |          | 10.5.2660.410.0000.00.00.67<br>Check #: 0 | GENERAL SUPPLIES                  | \$1,496.00  |
|                                     |          |                                           | Vendor Total:                     | \$30,086.00 |
| MATTHEW WESTFALL                    |          | 10.5.1100.230.0000.00.00.00<br>Check #: 0 | FRINGE                            | \$215.00    |
|                                     |          |                                           | Vendor Total:                     | \$215.00    |
| MENARDS INC                         | 11118    | 20.5.2540.410.0000.00.00.00<br>Check #: 0 | OPER/MAINT-GENERAL SUPPLIES       | \$201.58    |
|                                     |          |                                           | Vendor Total:                     | \$201.58    |
| NextEra Energy                      |          | 20.5.2540.466.0000.04.00.00<br>Check #: 0 | OPER/MAINT-ELECTRICITY-HAMLIN     | \$2,425.69  |
|                                     |          |                                           | Vendor Total:                     | \$2,425.69  |
| NextEra Energy                      |          | 20.5.2540.466.0000.02.00.00<br>Check #: 0 | OPER/MAINT-ELECTRICITY-LAWN MANOR | \$5,410.33  |
|                                     |          |                                           | Vendor Total:                     | \$5,410.33  |
| NextEra Energy                      |          |                                           |                                   |             |



# Atwood Heights School District 125

## Voucher Supplement Account Summary

Fiscal Year: 2026-2027

Voucher Batch Number: 1013

07/28/2026

| Vendor Remit Name               | Vendor # | Account                                   | Description                              | Amount       |
|---------------------------------|----------|-------------------------------------------|------------------------------------------|--------------|
|                                 |          | 20.5.2540.466.0000.03.00.00<br>Check #: 0 | OPER/MAINT-ELECTRICITY-MEADOW LANE       | \$2,641.83   |
|                                 |          |                                           | Vendor Total:                            | \$2,641.83   |
| RELIABLE FIRE EQUIPMENT CO.     | 532      | 20.5.2540.100.0000.00.00.11<br>Check #: 0 | MAINTENANCE SUPERVISOR                   | \$940.21     |
|                                 |          | 20.5.2540.310.0000.00.00.00<br>Check #: 0 | PROFESSIONAL SERVICE                     | \$6,806.16   |
|                                 |          |                                           | Vendor Total:                            | \$7,746.37   |
| RELIANCE STANDARD LIFE          | 25338    | 10.5.1100.220.0000.00.00.00<br>Check #: 0 | SUPPLEMENTAL LIFE                        | \$274.45     |
|                                 |          |                                           | Vendor Total:                            | \$274.45     |
| RYAN FLANNERY                   |          | 10.5.1100.230.0000.00.00.00<br>Check #: 0 | FRINGE                                   | \$282.10     |
|                                 |          |                                           | Vendor Total:                            | \$282.10     |
| SALZMAN, JULIANNE               |          | 10.5.1100.230.0000.00.00.00<br>Check #: 0 | FRINGE                                   | \$585.60     |
|                                 |          |                                           | Vendor Total:                            | \$585.60     |
| UNIQUE PRODUCTS & SERVICE CORP. | 17015    | 20.5.2540.410.0000.00.00.00<br>Check #: 0 | OPER/MAINT-GENERAL SUPPLIES              | \$429.89     |
|                                 |          |                                           | Vendor Total:                            | \$429.89     |
| VILLAGE OF ALSIP_2511           | 2511     | 20.5.2540.370.0000.04.00.00<br>Check #: 0 | OPER/MAINT-WATER/SEWER<br>SERVICE-HAMLIN | \$24.16      |
|                                 |          |                                           | Vendor Total:                            | \$24.16      |
|                                 |          |                                           | Grand Total:                             | \$166,524.63 |

End of Report





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# ATWOOD HEIGHTS SCHOOL DISTRICT 125 VOUCHER

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Voucher No: 1021

Voucher Date: 08/12/2026 Prepared By: \_\_\_\_\_

Printed: 08/12/2026 01:20:21 PM

ATWOOD HEIGHTS SCHOOL DISTRICT 125 is hereby authorized to draw warrants against ATWOOD HEIGHTS SCHOOL DISTRICT 125 funds for the sum of \$73,731.03 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2026 to June 30, 2027 (period cannot overlap fiscal year end.)

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

\_\_\_\_\_  
Christine Lantz

\_\_\_\_\_  
President

\_\_\_\_\_  
Michelle Higgins

\_\_\_\_\_  
Secretary

ATWOOD HEIGHTS SCHOOL DISTRICT 125

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| Fund |                            | Amount      |
|------|----------------------------|-------------|
| 10   | EDUCATIONAL                | \$46,041.84 |
| 20   | OPERATIONS AND MAINTENANCE | \$16,549.19 |
| 30   | DEBT SERVICE               | \$510.00    |
| 80   | TORT IMMUNITY              | \$8,630.00  |
| 90   | LIFE SAFETY                | \$2,000.00  |

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**\$73,731.03**





# Atwood Heights School District 125

## Voucher Supplement Account Summary

Voucher Batch Number: 1021

08/12/2026

Fiscal Year: 2026-2027

| Vendor Remit Name   | Vendor # | Account                                   | Description                             | Amount     |
|---------------------|----------|-------------------------------------------|-----------------------------------------|------------|
| ABLE SEWERAGE CO.   |          | 20.5.2540.310.0000.00.00.00<br>Check #: 0 | PROFESSIONAL SERVICE                    | \$8,500.00 |
|                     |          |                                           | Vendor Total:                           | \$8,500.00 |
| CATHERINE PETRAITIS | 23566    | 10.5.1100.230.0000.00.00.00<br>Check #: 0 | FRINGE                                  | \$933.05   |
|                     |          |                                           | Vendor Total:                           | \$933.05   |
| CHASE CARD SERVICES |          | 10.5.1100.410.0000.00.00.00<br>Check #: 0 | SUPPLIES                                | \$485.08   |
|                     |          | 10.5.1100.410.0000.02.00.00<br>Check #: 0 | SUPPLIES - LAWN MANOR                   | \$3,577.98 |
|                     |          | 10.5.1100.410.0000.03.00.00<br>Check #: 0 | SUPPLIES MEADOW LANE                    | \$1,571.87 |
|                     |          | 10.5.1200.410.0000.00.00.00<br>Check #: 0 | SPEC ED K-12-GENERAL SUPPLIES           | \$405.93   |
|                     |          | 10.5.1250.410.4300.00.01.00<br>Check #: 0 | TITLE I / SUPPLE K-12-GENERAL SUPPLIES  | \$339.76   |
|                     |          | 10.5.2320.640.0000.00.00.00<br>Check #: 0 | EXECUTIVE ADMIN -DUES AND FEES-DISTRICT | \$340.00   |
|                     |          | 20.5.2540.410.0000.00.00.00<br>Check #: 0 | OPER/MAINT-GENERAL SUPPLIES             | \$402.73   |
|                     |          | 20.5.2540.464.0000.00.00.00<br>Check #: 0 | GASOLINE                                | \$603.16   |
|                     |          |                                           | Vendor Total:                           | \$7,726.51 |
| COMCAST             | 24020    | 10.5.2660.340.0000.00.00.66<br>Check #: 0 | TECHNOLOGY-BROADBAND                    | \$3,525.00 |
|                     |          |                                           | Vendor Total:                           | \$3,525.00 |
| COMED               |          |                                           |                                         |            |



# Atwood Heights School District 125

## Voucher Supplement Account Summary

Voucher Batch Number: 1021

08/12/2026

Fiscal Year: 2026-2027

| Vendor Remit Name                 | Vendor # | Account                                   | Description                         | Amount     |
|-----------------------------------|----------|-------------------------------------------|-------------------------------------|------------|
|                                   |          | 20.5.2540.466.0000.03.00.00<br>Check #: 0 | OPER/MAINT-ELECTRICITY-MEADOW LANE  | \$391.31   |
| CPI                               |          |                                           | Vendor Total:                       | \$391.31   |
|                                   |          | 10.5.1200.312.0000.00.00.00<br>Check #: 0 | SPEC ED - PROF EMPLOYEE DEVELOPMENT | \$7,448.00 |
| EVERYWAY                          |          |                                           | Vendor Total:                       | \$7,448.00 |
|                                   |          | 10.5.1200.410.0000.00.00.00<br>Check #: 0 | SPEC ED K-12-GENERAL SUPPLIES       | \$3,591.96 |
| GRAINGER                          | 20584    |                                           | Vendor Total:                       | \$3,591.96 |
|                                   |          | 20.5.2540.410.0000.00.00.00<br>Check #: 0 | OPER/MAINT-GENERAL SUPPLIES         | \$61.88    |
| HEINEMANN                         | 2648     |                                           | Vendor Total:                       | \$61.88    |
|                                   |          | 10.5.1100.410.4300.00.01.00<br>Check #: 0 | REGULAR ED-SUPPLIES-TITLE I         | \$81.60    |
|                                   |          | 10.5.1100.420.0000.02.00.00<br>Check #: 0 | TEXTBOOKS - LAWN MANOR              | \$535.76   |
| HORVATH, THERESA                  | 11042    |                                           | Vendor Total:                       | \$617.36   |
|                                   |          | 10.5.2310.222.0000.00.00.00<br>Check #: 0 | BOARD OF ED-RETIREE INSURANCE       | \$104.90   |
| IASA SOUTH COOK                   | 24833    |                                           | Vendor Total:                       | \$104.90   |
|                                   |          | 10.5.2320.312.0000.00.00.00<br>Check #: 0 | EXEC ADMIN-PROFESSIONAL DEVELOPMENT | \$210.00   |
| ILLINOIS STATE BOARD OF EDUCATION | 4841     |                                           | Vendor Total:                       | \$210.00   |
|                                   |          | 10.5.1100.410.0000.00.00.00<br>Check #: 0 | SUPPLIES                            | \$1,063.00 |



# Atwood Heights School District 125

## Voucher Supplement Account Summary

Voucher Batch Number: 1021

08/12/2026

Fiscal Year: 2026-2027

| Vendor Remit Name            | Vendor # | Account                                   | Description                            | Amount                   |
|------------------------------|----------|-------------------------------------------|----------------------------------------|--------------------------|
| IXL LEARNING                 |          |                                           |                                        | Vendor Total: \$1,063.00 |
|                              |          | 10.5.1250.410.4300.00.01.00<br>Check #: 0 | TITLE I / SUPPLE K-12-GENERAL SUPPLIES | \$4,900.00               |
| LEAF                         |          |                                           |                                        | Vendor Total: \$4,900.00 |
|                              |          | 30.5.5400.325.0000.00.00.00<br>Check #: 0 | CAPITAL LEASES-RENTALS                 | \$510.00                 |
| LEXIA LEARNING SYSTEMS, INC. |          |                                           |                                        | Vendor Total: \$510.00   |
|                              | 23978    | 10.5.1250.410.4300.00.01.00<br>Check #: 0 | TITLE I / SUPPLE K-12-GENERAL SUPPLIES | \$8,050.00               |
| LISA COLE                    |          |                                           |                                        | Vendor Total: \$8,050.00 |
|                              | 20669    | 10.5.1100.230.0000.00.00.00<br>Check #: 0 | FRINGE                                 | \$321.81                 |
|                              |          | 10.5.1100.410.0000.00.00.00<br>Check #: 0 | SUPPLIES                               | \$45.76                  |
| MENARDS INC                  |          |                                           |                                        | Vendor Total: \$367.57   |
|                              | 11118    | 20.5.2540.410.0000.00.00.00<br>Check #: 0 | OPER/MAINT-GENERAL SUPPLIES            | \$327.65                 |
| MENDOZA, ELIANA              |          |                                           |                                        | Vendor Total: \$327.65   |
|                              |          | 10.5.1100.230.0000.00.00.00<br>Check #: 0 | FRINGE                                 | \$50.00                  |
| NEXTERA ENERGY SERVICES      |          |                                           |                                        | Vendor Total: \$50.00    |
|                              |          | 20.5.2540.465.0000.02.00.00<br>Check #: 0 | OPER/MAINT-NATURAL GAS-LAWN MANOR      | \$97.89                  |
|                              |          | 20.5.2540.465.0000.03.00.00<br>Check #: 0 | OPER/MAINT-NATURAL GAS-MEADOW LANE     | \$0.01                   |



# Atwood Heights School District 125

## Voucher Supplement Account Summary

Fiscal Year: 2026-2027

Voucher Batch Number: 1021

08/12/2026

| Vendor Remit Name                     | Vendor # | Account                                   | Description                         | Amount     |
|---------------------------------------|----------|-------------------------------------------|-------------------------------------|------------|
|                                       |          | 20.5.2540.465.0000.04.00.00<br>Check #: 0 | OPER/MAINT-NATURAL GAS-HAMLIN       | \$776.14   |
|                                       |          |                                           | Vendor Total:                       | \$874.04   |
| PETRARCA, GLEASON, BOYLE, & IZZO, LLC |          | 80.5.2365.318.0000.01.00.00<br>Check #: 0 | LEGAL FEES                          | \$8,630.00 |
|                                       |          |                                           | Vendor Total:                       | \$8,630.00 |
| SECUREONE LIVESCAN                    |          | 10.5.2310.310.0000.00.00.00<br>Check #: 0 | BOARD OF ED-PROFESSIONAL SERVICES   | \$212.00   |
|                                       |          |                                           | Vendor Total:                       | \$212.00   |
| SHERIDAN, MEGAN                       |          | 10.5.1100.230.0000.00.00.00<br>Check #: 0 | FRINGE                              | \$1,358.37 |
|                                       |          |                                           | Vendor Total:                       | \$1,358.37 |
| SHERWIN WILLIAMS                      | 722      | 20.5.2540.410.0000.00.00.00<br>Check #: 0 | OPER/MAINT-GENERAL SUPPLIES         | \$285.25   |
|                                       |          |                                           | Vendor Total:                       | \$285.25   |
| STUDIO GC                             | 25359    | 90.5.2540.530.0000.00.00.00<br>Check #: 0 | LIFE SAFETY - FACILITY IMPROVEMENTS | \$2,000.00 |
|                                       |          |                                           | Vendor Total:                       | \$2,000.00 |
| TEACHING STRATEGIES, LLC              |          | 10.5.1275.410.3705.00.02.00<br>Check #: 0 | PRE-K SUPPLIES                      | \$6,170.00 |
|                                       |          |                                           | Vendor Total:                       | \$6,170.00 |
| TIERNEY, ERIN                         |          | 10.5.1100.230.0000.00.00.00<br>Check #: 0 | FRINGE                              | \$168.13   |
|                                       |          |                                           | Vendor Total:                       | \$168.13   |



# Atwood Heights School District 125

## Voucher Supplement Account Summary

Fiscal Year: 2026-2027

Voucher Batch Number: 1021

08/12/2026

| Vendor Remit Name                   | Vendor # | Account                                   | Description                               | Amount      |
|-------------------------------------|----------|-------------------------------------------|-------------------------------------------|-------------|
| UNIQUE PRODUCTS & SERVICE CORP.     | 17015    | 20.5.2540.410.0000.00.00.00<br>Check #: 0 | OPER/MAINT-GENERAL SUPPLIES               | \$2,851.55  |
|                                     |          |                                           | Vendor Total:                             | \$2,851.55  |
| US OMNI & TSACG COMPLIANCE SERVICES | 23161    | 10.5.2310.310.0000.00.00.00<br>Check #: 0 | BOARD OF ED-PROFESSIONAL SERVICES         | \$68.00     |
|                                     |          |                                           | Vendor Total:                             | \$68.00     |
| VERIZON WIRELESSQ                   |          | 10.5.2660.340.0000.00.00.65<br>Check #: 0 | TECHNOLOGY-TELEPHONE                      | \$39.39     |
|                                     |          |                                           | Vendor Total:                             | \$39.39     |
| VILLAGE OF OAK LAWN                 |          | 20.5.2540.370.0000.02.00.00<br>Check #: 0 | OPER/MAINT-WATER/SEWER SERVICE-LAWN MANOR | \$566.48    |
|                                     |          |                                           | Vendor Total:                             | \$566.48    |
| WAREHOUSE DIRECT                    |          | 10.5.1100.410.0000.00.00.00<br>Check #: 0 | SUPPLIES                                  | \$279.55    |
|                                     |          |                                           | Vendor Total:                             | \$279.55    |
| WASTE MANAGEMENT                    |          | 20.5.2540.321.0000.00.00.00<br>Check #: 0 | OPER/MAINT-SANITATION SERVICES            | \$1,685.14  |
|                                     |          |                                           | Vendor Total:                             | \$1,685.14  |
| WILLS, HEATHER                      | 15231    | 10.5.1100.410.0000.02.00.00<br>Check #: 0 | SUPPLIES - LAWN MANOR                     | \$164.94    |
|                                     |          |                                           | Vendor Total:                             | \$164.94    |
|                                     |          |                                           | Grand Total:                              | \$73,731.03 |

End of Report





## Principal's Report: August 2026

### Lawn Manor Primary Center



### Summer Updates

- Building Preparation
- Registration Fun- Thank you Krista & Maggie!
- PreK & Kindergarten Screenings and Registrations
- Kindergarten Open House (August 20<sup>th</sup>)
- EC/Pre-K Open House (August 21<sup>st</sup>)
- Teacher Institute- WORDS Literacy Project Grant
- Meet Your Teacher Night & Book Fair (September 3<sup>rd</sup>)
- Thank You Lawn Manor Custodial Team & Ryan!

Please contact me at (708) 423-3078 if you have any questions or comments.

Respectfully Submitted,

*Heather Wills*

# Principal's School Board Report, August, 2026

## Meadow Lane School



### School Updates

- Online and In-Person Registration
- Return to School Planning
- RTI planning
- Thank you to all of our Custodial Staff and Dave
- Meet Your Teacher Night
- Opening Day Teacher Institute
- MARO
- Daybreak Telehealth

### Meadow Lane School Mission

*Our mission at Meadow Lane is to prepare your intermediate-aged student to become a successful, confident, and independent life-long learner, through the application of a varied and challenging curriculum, which pays equal attention to intellectual, emotional, and physical development.*

### Meadow Lane School Vision

*Educate every mind...Empower every student...Embrace every child.*

*Please contact me at 708-388-6958 if you have any further questions or concerns.*

*Laura A. Gray, Principal*

Hamlin Upper Grade Center

Board Report

August 2026

Professional Development:

- Mentor/Mentee meetings – We hired three new teachers. Thank you to the mentors for taking on such an important task.
- Behavior Leadership Strategies
- Read 180 Professional Development

School Improvement:

- Math Workshop
- IXL
- MTSS Committee

Hamlin Activities:

- Soccer is a FALL sport this year!
- H.A.W.K.S. Values - Gold Slips Return
- Patriot Day Activities

Respectfully submitted,

*Dr. Katie Gallagher*