

AGENDA

Pearl City Community Unit School District #200
Pearl City, IL 61062

Wednesday, November 17, 2021
6:30 P.M. – High School Library

Pursuant Executive Order 2020-44, issued on June 26, 2020 signed by Gov. Pritzker, Pearl City School District may conduct all or portions of this meeting by use of telephonic or electronic means without a physical quorum present in the boardroom. Regular meeting time: 6:30pm

Public access to this meeting may be either in-person or through Google Meet and is available as follows: Phone number- Dial phone number and then follow directions to enter the PIN number.

Phone Number

1 347-754-4872

Pin: 260439950#

Individuals wishing to speak during public forum may make their public comment during the public comment section in-person, at the regular scheduled meeting or they must submit a request to address the School Board no later than 4:00 p.m. on the day of the meeting to jsheffey@pcwolves.net. Please provide first and last name and topic you would like to address along with the information you would like to address.

A. Call to Order

B. Roll Call of Members

C. Approve the Agenda

D. Recognition of Guests & Public Comment

E. Consent Agenda

1. Approval of October 20, 2021 Regular Board Meeting & Closed Session Minutes
2. Approval of Bills and Payroll through November 12, 2021

F. Communications

1. Presentation by the Lego League
2. Presentation of the final FY21 Audit

G. New Business

1. Approval of the FY21 Audit Report – Potential Action Item
2. Approval of the Estimated Tax Levy & Resolution for 2021 & Setting of Truth in Taxation Public Hearing – Potential Action Item
3. Approval of Girls Softball trip March 25-April 1, 2022 to Tennessee – Potential Action Item
4. Approval of High Speed Internet Transport through iFiber – Potential Action Item
5. First Reading of the following new or amended policies: 2:20- Powers and Duties of the School Board; 2:105-Ethics and Gift Ban; 2:110- Qualifications, Terms, Duties of Board Office; 2:120- Board Development; 2:150- Committees; 2:220- School Board Meeting Procedures; 2:230- Public Participation at School Board Meetings; 2:260- Uniform Grievance Procedure; 3:40- Superintendent; 3:50- Administrative Personnel Other than The Superintendent; 3:60- Administrative Responsibilities; 4:60- Purchases and Contracts; 4:80- Accounts and Audits; 4:110- Transportation; 4:120- Food Services; 4:150- Facility Management; 4:160- Environmental Quality of Buildings and Grounds; 4:165- Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors; 4:170- Safety; 4:175- Convicted Child Sex Offender Screening; 5:10- Equal Employment Opportunity and Minority Recruitment; 5:20 Workplace Harassment Prohibited; 5:30- Hiring Process and Criteria; 5:50- Drug and Alcohol Free Workplace; 5:90- Abused and neglected Child reporting; 5:100- Staff Development Program; 5:120- Employee Ethics; 5:125- Personal Technology and Social Media; 5:150- Personnel Records; 5:185- Family and Medical Leave; 5:200- Terms and Conditions of Employment and Dismissal; 5:210- Resignations; 5:220- Substitute Teachers;

5:250- Leave of Absence; 5:260- Student Teachers; 5:330- Sick Days, Vacation; 6:15- School Accountability; 6:20- School Year Calendar; 6:50- School Wellness; 6:60- Curriculum Content; 6:120- Education of Children with Disabilities; 6:130- Program for the Gifted; 6:135- Accelerated Placement Program; 6:180- Extended Instructional Programs; 6:180- Extended Instructional Programs; 6:220- Bring your own technology program; 6:300- Graduation Requirements; 6:310- HS Credit for Non-District Experiences; 6:320- HS Credit; 6:340- Student testing and Assessment Program; 7:10- Equal Education Opportunities; 7:20- Harassment of Students Prohibited; 7:30- Student assignment and Intra-district transfer; 7:50- School Admissions and Student transfers; 7:60 Residence; 7:70 Attendance and Truancy; 7:80- Release time for Religious Instruction; 7:150- Agency and Police Interviews; 7:160 Student Appearance; 7:165- School Uniforms; 7:180 Prevention of and Response to Bullying, Intimidation, and Harassment; 7:190- Student Behavior; 7:200- Suspension; 7:210- Expulsion; 7:240- Conduct code for participants in Extracurricular Activities; 7:250- Student Support Services; 7:260- Exemption from Physical Education; 7:290- Suicide and Depression Awareness; 7:310- Restrictions on Publications; 7:340- Student Records; 7:345- Use of Educational Technology; 8:70- Accommodating Individuals with Disabilities; 8:100- Relations with other organizations and agencies- Informational Only

H. Closed Session

1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine its validity 5 ILCS 120/2(c)(1), amended by P.A. 99-646, and
2. 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)

I. Potential Action Items From Closed Session

J. Adjourn

***Copies of the agenda and public documents can be picked up at the District Administrative Office at 100 S. Summit St, Pearl City, IL 61062 during its regular business hours.

BOARD OF EDUCATION DISTRICT #200
REGULAR BOARD MEETING

October 20, 2021

Mr. Bremmer, President, called the regular board meeting to order at 6:30 p.m. Roll call found the following members present: Mrs. Keltner, Mr. Pauley, Mrs. Sheffey, and Mrs. Tessendorf. Also present were Secondary Principal Ben Asche, Elementary Principal Brent Chrisman, Brian Greene, Larry, Lynn & Janet Lott, Steve & Kay Cassell, Scott & Deb Downs, Cindy Sesker, Dwight, Julie, & Katelyn Pickard, Samantha Kempel, JoDeen Bunker, DJ Scott, plus several others and five phone attendees.

Mrs. Tessendorf motioned to approve the agenda. Mrs. Sheffey seconded the motion. Voting aye was: Mr. Bremmer, Mrs. Keltner, Mr. Pauley, Mrs. Sheffey, and Mrs. Tessendorf.

The board recognized guests and public comments were allowed. Several people spoke against the mandates for mask wearing. One individual spoke on the importance of wearing a mask.

Mrs. Tessendorf motioned to approve the consent agenda with the September 15th board meeting minutes. Mrs. Keltner seconded the motion. Voting aye was: Mr. Bremmer, Mrs. Keltner, Mr. Pauley, Mrs. Sheffey, and Mrs. Tessendorf.

Mr. Brian Greene, Career Tec Director, gave a presentation for the board on the different course opportunities offered through Career Tec.

Mr. Pauley motioned to approve the IMRF Resolution to include compensation paid under Internal Revenue Code Section 125 plan as IMRF earnings. Mrs. Sheffey seconded the motion. Voting aye was: Mr. Bremmer, Mrs. Keltner, Mr. Pauley, Mrs. Sheffey, and Mrs. Tessendorf.

Mrs. Keltner motioned to approve the Camp Timberlee Trip on May 4-6, 2022. Mr. Pauley seconded the motion. Voting aye was: Mr. Bremmer, Mrs. Keltner, Mr. Pauley, Mrs. Sheffey, and Mrs. Tessendorf.

Mr. Pauley motioned to approve the official closing of the roof and parking lot projects. Mrs. Tessendorf seconded the motion. Voting aye was: Mr. Bremmer, Mrs. Keltner, Mr. Pauley, Mrs. Sheffey, and Mrs. Tessendorf.

Mrs. Keltner motioned to approve the Transportation Agreement with Freeport School District for the transportation of a student to an alternative site. Mrs. Sheffey seconded the motion. Voting aye was: Mr. Bremmer, Mrs. Keltner, Mr. Pauley, Mrs. Sheffey, and Mrs. Tessendorf.

Mrs. Tessendorf motioned to approve the Washington DC trip for 7th & 8th graders on March 25-27, 2022. Mr. Pauley seconded the motion. Voting aye was: Mrs. Keltner, Mr. Pauley, Mrs. Sheffey, and Mrs. Tessendorf. Mr. Bremmer abstained from voting.

Mrs. Sheffey motioned to go into closed session at 7:29 p.m. Mrs. Keltner seconded the motion. Voting aye was: Mr. Bremmer, Mrs. Keltner, Mr. Pauley, Mrs. Sheffey, and Mrs. Tessendorf.

Mrs. Tessendorf motioned to go into open session at 8:20 p.m. Mr. Pauley seconded the motion. Voting aye was: Mr. Bremmer, Mrs. Keltner, Mr. Pauley, Mrs. Sheffey, and Mrs. Tessendorf.

Mrs. Sheffey motioned to approve the resignation of Lori Boyer as Head Cook effective Oct. 22, 2021. Mr. Pauley seconded the motion. Voting aye was: Mr. Bremmer, Mrs. Keltner, Mr. Pauley, Mrs. Sheffey, and Mrs. Tessendorf.

Mrs. Tessendorf motioned to approve hiring Kristy Dampman as Head Cook effective October 22, 2021. Mr. Pauley seconded the motion. Voting aye was: Mr. Bremmer, Mrs. Keltner, Mr. Pauley, Mrs. Sheffey, and Mrs. Tessendorf.

Mr. Pauley motioned to adjourn the meeting at 8:21 p.m. Mrs. Tessendorf seconded the motion. Voting aye was: Mr. Bremmer, Mrs. Keltner, Mr. Pauley, Mrs. Sheffey, and Mrs. Tessendorf.

Respectfully submitted,

Janis Sheffey, Recording Secretary

Chad Bremmer, Board President

RESOLUTION REGARDING ESTIMATED AMOUNTS

NECESSARY TO BE LEVIED FOR THE YEAR 2021

WHEREAS, the *Truth in Taxation Law* requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate tax levy of the district; and

WHEREAS, if the estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, does not exceed 105% of the aggregate amount of property taxes extended or estimated to be extended, including any amount abated by the taxing district prior to such extension, upon the levy of the preceding year, public notice shall be given and a public hearing shall be held on the district's intent to adopt a tax levy in an amount which is less than 105% of such extension or estimated extension for the preceding year; and

WHEREAS, the aggregate amount of property taxes extended or estimated to be extended for 2020 was:

Educational Purposes	<u>\$1,822,090</u>
Operations and Maintenance Purposes	<u>205,159</u>
Transportation Purposes	<u>127,147</u>
Working Cash Fund Purposes	<u>20,097</u>
Illinois Municipal Retirement Fund Purposes	<u>100,754</u>
Tort Immunity Purposes	<u>128,359</u>
Fire Prevention, Safety, Environmental and Energy Conservation purposes	<u>29,733</u>
Special Education Purposes	<u>24,866</u>
Social Security/Medicare	<u>107,024</u>
[Other] Rent	<u>31,097</u>
Prior Year Adjustment	<u>0</u>
Total	<u>\$ 2,596,326</u>

And

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be raised by taxation for the year 2021 is as follows:

Educational Purposes	<u>\$1,921,850</u>
Operations and Maintenance Purposes	<u>213,443</u>
Transportation Purposes	<u>130,958</u>
Working Cash Fund Purposes	<u>20,502</u>
Illinois Municipal Retirement Fund Purposes	<u>100,000</u>
Tort Immunity Purposes	<u>130,924</u>
Fire Prevention, Safety, Environmental and Energy Conservation Purposes	<u>30,329</u>
Special Education Purposes	<u>25,365</u>
Social Security/Medicare	<u>100,000</u>
[Other] Rent	<u>31,721</u>
TOTAL	<u>\$ 2,705,092</u>

WHEREAS, the *Truth in Taxation Law*, as amended, requires that all taxing districts in the State of Illinois provide data in the Notice concerning the levies made for debt service made pursuant to statute, referendum, resolution or agreement to retire principal or pay interest on bonds, notes, and debentures or other financial instruments which evidence indebtedness; and

Section 5: This resolution shall be in full force and effect forthwith upon its passage.

ADOPTED this 17th day of November, 2021.

BOARD OF EDUCATION
PEARL CITY COMMUNITY UNIT
SCHOOL DISTRICT NO. 200
COUNTY OF STEPHENSON, JO DAVIESS,
AND CARROLL
STATE OF ILLINOIS

ATTEST:

Secretary

BY: _____

President

WHEREAS, the aggregate amount of property taxes extended for the bond and interest purposes for 2020 was \$108,087; and it is hereby determined that the estimated amount of taxes to be levied for bond and interest purposes for 2021 is \$108,087.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education, Pearl City Community Unit School District No. 200, Counties of Stephenson, Jo Daviess, and Carroll, State of Illinois, as follows:

Section 1: The aggregate amount of taxes estimated to be levied for the year 2020 was \$2,596,326.

Section 2: The aggregate amount of taxes estimated to be levied for the year 2021 does not exceed 105% of the taxes extended by district in the year 2020.

Section 3: Public notice shall be given in the The Journal Standard, being a newspaper of general circulation in said district, and a public hearing shall be held, all in the manner and time prescribed in said notice, which notice shall be published not more than 14 days nor less than 7 days prior to said hearing, and shall be not less than 1/8 page in size, with no smaller than twelve (12) point, enclosed in a black border not less than 1/4 inch wide and in substantially the following form:

**NOTICE OF PROPOSED PROPERTY TAX INCREASE FOR
PEARL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 200**

- I. A public hearing to approve a proposed property tax increase for Pearl City Community Unit School District No. 200 for 2021 will be held on December 15, 2021 at 6:20 p.m. in the high school Library, 100 S. Summit, Pearl City, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Michael Schiffman, Supt. (815/443-2715).

- II. The corporate and special purpose property taxes extended or abated for the year 2020 were \$ 2,596,326.

The proposed corporate and special purpose property taxes to be levied for 2021 are \$2,705,092. This represents a 4.30% increase over the previous year.

- III. The property taxes extended for debt service and public building commission leases for 2020 were \$108,087.

The estimated property taxes to be levied for debt service and public building commission leases for 2021 are \$108,087. This represents no increase over the previous year.

- IV. The total property taxes extended or abated for 2020 were \$2,704,413.

The estimated total property taxes to be levied for 2021 are \$2,813,179. This represents a 4.13% increase over the previous year.

Nikki Keltner, Secretary
Pearl City School Board

(NOTE: THIS MUST BE IN AT LEAST 12 POINT TYPE, THE BLACK BORDER MUST BE NOT LESS THAN 1/4 INCH WIDE, AND THIS NOTICE MUST BE 1/8 PAGE IN SIZE.)

2021 LEVY CALCULATION PAGE

Limiting Rate:

(Prior Year Extension x (1+Lesser of 5% or CPD))
(Total EAV - New Property)

Limiting Rate

4.6007
\$2,648,170.11

Estimated Capped Extension

Original Assumptions

Consumer Price Index
Actual Total EAV for 2020

1.40%
\$55,495,229

Estimated Existing EAV % change for 2021
Estimated Existing EAV Value for 2021

3.00%
\$57,160,086

Estimated New Property for 2021

\$400,000

Estimated Total EAV for 2021
Estimated Total EAV % change for 2021

Includes New Property
Includes New Property
\$57,560,086
3.73%

Legend

District Assumptions & Data Entry
Calculated Values

	Prior Year Extension	Statutory Maximum Tax Rate	Individual Fund Estimated Maximum Extension
Educational	\$1,820,082.42	0.75	\$1,365,061.81
Operations & Maintenance	\$204,934.21	0.75	\$153,700.64
Transportation	\$26,981.76	0.05	\$13,490.88
Working Cash	\$20,078.50	0.10	\$20,078.50
Municipal Retirement	\$100,646.08	0.10	\$100,646.08
Social Security	\$106,910.84	0.10	\$106,910.84
Fire Prevention & Safety *	\$29,701.36	0.10	\$29,701.36
Tort Immunity	\$128,218.99	0.10	\$128,218.99
Special Education	\$24,840.12	0.10	\$24,840.12
Leasing	\$31,065.24	0.10	\$31,065.24
	\$0.00	0.00	\$0.00

Weighted Extension Based on Prior Year Extension

	Levy Amount \$	Levy Increase %	Final Levy Amount
	\$1,870,413	2.75%	\$1,921,850.00
	\$209,257.87	2.09%	\$213,446.00
	\$129,660.55	1.08%	\$130,958.00
	\$20,501.37		\$20,502.00
	\$102,169.50		\$100,000.00
	\$109,165.54		\$100,000.00
	\$30,328.14		\$30,329.00
	\$130,923.88		\$130,924.00
	\$25,864.14		\$25,363.00
	\$31,720.59		\$31,721.00
	\$0.00		\$0.00

Capped Extension

\$2,593,458.86

Truth in Taxation

Capped Levy
\$2,705,082.00
4.39%
NO

SEDOL IMRF Extension

\$0.00

Estimated SEDOL IMRF Levy
(Late County Only, Included in Truth in Taxation Calculation)

\$0.00

Bond & Interest Extension

\$108,087.00

Estimated Bond and Interest Levy
(County Clerk Lates Bond & Interest for the District, Verify Records with County Clerk)

\$108,087.00

Total Extension

\$2,701,545.86

Bond & Int. Levy

\$108,087.00
0.00%

Total Levy

\$2,813,179.00
4.13%

Original: ☒ X
Amended: ☐

ILLINOIS STATE BOARD OF EDUCATION
School Business and Support Services Division
217/785-8779

CERTIFICATE OF TAX LEVY

A copy of this Certificate of Tax Levy shall be filed with the County Clerk of each county in which the school district is located on or before the last Tuesday of December.

District Name	District Number	County
Pearl City Community Unit School District	200	Stephenson, JoDavless, Carroll

Amount of Levy

Educational	\$ 1,921,850	Fire Prevention & Safety *	\$ 30,329
Operations & Maintenance	\$ 213,443	Tort Immunity	\$ 130,924
Transportation	\$ 130,958	Special Education	\$ 25,365
Working Cash	\$ 20,502	Leasing	\$ 31,721
Municipal Retirement	\$ 100,000		\$ 0
Social Security	\$ 100,000	Other	\$ 0
		Total Levy	\$ 2,705,092

* Includes Fire Prevention, Safety, Energy Conservation, Disabled Accessibility, School Security, and Specified Repair Purposes.

See explanation on reverse side.

Note: Any district proposing to adopt a levy must comply with the provisions set forth in the Truth in Taxation Law.

We hereby certify that we require:

the sum of 1,921,850 dollars to be levied as a special tax for educational purposes; and
the sum of 213,443 dollars to be levied as a special tax for operations and maintenance purposes; and
the sum of 130,958 dollars to be levied as a special tax for transportation purposes; and
the sum of 20,502 dollars to be levied as a special tax for a working cash fund; and
the sum of 100,000 dollars to be levied as a special tax for municipal retirement purposes; and
the sum of 100,000 dollars to be levied as a special tax for social security purposes; and
the sum of 30,329 dollars to be levied as a special tax for fire prevention, safety, energy conservation, disabled accessibility, school security and specified repair purposes; and
the sum of 130,924 dollars to be levied as a special tax for tort immunity purposes; and
the sum of 25,365 dollars to be levied as a special tax for special education purposes; and
the sum of 31,721 dollars to be levied as a special tax for leasing of educational facilities or computer technology or both, and temporary relocation expense purposes; and
the sum of 0 dollars to be levied as a special tax for _____; and
the sum of 0 dollars to be levied as a special tax for _____
on the taxable property of our school district for the year 2021

Signed this _____ day of _____ 2021 _____
(President)

(Clerk or Secretary of the School Board of Said School District)

When any school is authorized to issue bonds, the school board shall file a certified copy of the resolution in the office of the county clerk of each county in which the district is situated to provide for the issuance of the bonds and to levy a tax to pay for them. The county clerk shall extend the tax for bonds and interest as set forth in the certified copy of the resolution, each year during the life of the bond issue. Therefore to avoid a possible duplication of tax levies, the school board should not include a levy for bonds and interest in the district's annual tax levy.

Number of bond issues of said school district that have not been paid in full 2

(Detach and Return to School District)

This is to certify that the Certificate of Tax Levy for School District No. 200, Stephenson, JoDavless, Cal County, Illinois, on the equalized assessed value of all taxable property of said school district for the year 2021 was filed in the office of the County Clerk of this County on 2021.

In addition to an extension of taxes authorized by levies made by the Board of Education (Directors), an additional extension(s) will be made, as authorized by resolution(s) on file in this office, to provide funds to retire bonds and pay interest thereon.

The total levy, as provided in the original resolution(s), for said purposes for the year 2021, is \$ _____.

(Signature of County Clerk)

(Date)

(County)



Pearl City Lady Wolves Softball Spring Trip Request

Pearl City School Board Members,

I am asking for your approval to take the varsity softball team on a spring trip over spring break. I feel this will help us to prepare for our season by playing different competitions and seeing different teams plus it will give our student athletes the opportunity to bond and play at a different level to prepare us for our season.

We have some of the funds in the softball activities fund and plan on doing some kind of fundraiser in February to help with the expenses.

I estimate the hotel fees to be around \$100- \$125 per night per room or they can stay with their parents.

Travel wise we will be driving down and following each other.

Schedule

Southern Warrior Classic High School Softball Tournament in Murfreesboro TN.
the week of March 25-thru April 1st 2022 4-5 games

We would leave Friday morning and all players would need to have all their work turned and signed off by their teachers to go so Friday would be our travel day and we would play in Murfreesboro TN Saturday and Sunday.

Monday would be a day off to sightsee and travel to Paducah Kentucky

Tuesday March 29th we would play a doubleheader against
MCHS (Coach Tony Hayden tony.hayden@mccracken.kyschools.us)
at 4:30

Wed Practice day or game

Thursday March 31 we would play a doubleheader against
Calloway Co High School (Coach Kady Arantkady.arant@calloway.kyschools.us)
starting at 5:00

Friday would be our travel back Home Day

Thank you for your consideration

Coach Ensor

Pearl city Lady Wolves 2021 Regional Champions and 2021 Sectional runner ups



Illinois Fiber Resources Group

MASTER SERVICES AGREEMENT

The Customer named below and Illinois Fiber Resources Group, NFP ("iFiber") agree that the terms and conditions of this Master Services Agreement ("Agreement") govern the provision of the Services specified herein. This Agreement shall be effective as of the Effective Date listed below.

Customer:	Pearl City CUSD 200
Effective Date:	July 1, 2022
Services:	Leased Lit Fiber and other services defined below
iFiber SPIN:	143035593
Term:	Five (5) years

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

"Affiliate" means any entity that controls, is controlled by, is under common control with iFiber. The term "control," including correlative meanings, such as "controlled by" or "controlling," means the power or authority to direct or cause the direction of the management or policies of the controlled entity or person through at least fifty percent (50%) ownership of voting securities, board or managerial authority, by contract, or otherwise.

"Agreement" means this Master Services Agreement and any appendices, exhibits, addenda, or amendments hereto.

"AUP" shall have the meaning prescribed in Section 2.1.

"Authorized User" means any individual employee of Customer, any contractor or other vendor of Customer over which Customer exercises control, or any other person providing services on behalf of Customer at each Service Location. The term "Authorized User" may include an employee of Customer who accesses the Services via a remote connection to a Service Location, but shall not include any other person or entity which accesses the Services Location remotely, whether from a remote location or using any internal Customer network to reach the Service Location.

"Carrier Equipment" means any and all equipment, wiring, or devices provided by iFiber or its authorized contractors at the Service Location(s) that is/are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, internal cabling and/or wiring,

whether or not installed by iFiber, shall not be considered Carrier Equipment.

"Claims" shall have the meaning prescribed in Section 8.1.

"Confidential Information" means this Agreement and all documents, data, information, maps, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties' communications regarding such items, which are disclosed by one Party to the other Party in providing the Services specified herein. Notwithstanding the foregoing, the following information shall not constitute Confidential Information: (i) information that was in a Party's possession prior to disclosure from the other Party; (ii) information that is or becomes a matter of public knowledge or record through no fault of the Party to whom the information was disclosed; (iii) information that is rightfully received by a Party from a third party without a duty of confidentiality; (iv) information that is disclosed by the disclosing Party to a third party without a duty of confidentiality on the third party; and (v) information that can demonstrate that it was developed independently.

"CPI" means the Consumer Price Index – All Urban Consumers as reported by the U.S. Bureau of Labor Statistics.

"Credit" shall have the meaning prescribed in Section 11.1.

"Custom Installation" shall have the meaning prescribed in Section 2.8.

"Custom Installation Fee" shall have the meaning prescribed in Section 2.8.

"Customer-Provided Equipment" mean any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

"Effective Date" means the date upon which this Agreement becomes binding upon both parties, which date shall be the same as the date written above.

"Indemnified Parties" shall have the meaning prescribed in Section 8.1.

"iFiber" means Illinois Fiber Resources Group, a 501(c)(3) not for profit organization chartered in the State of Illinois.

"Network" shall have the meaning prescribed in Section 2.4.

"Party" means a reference to iFiber or the Customer, and in the plural, a reference to both.

"Renewal Term" shall have the meaning prescribed in Section 4.2.

"Service" means the service defined above, including but not limited to, data transport, call-center services, VoIP, IPTV and VM, NOC Monitoring Services, and/or broadband services including high speed data transport service that provides end-to-end transmission using Ethernet packet technology.

"Service Commencement Date" means the date(s) on which iFiber first makes Service available for use by Customer. A single Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

"Service Interruption" means a break in transmission that renders the Service unusable for transmission and reception, or other material non-conformity with a Service Level.

"Service Order" means a request for iFiber to provide the Service(s) to Service Location(s) submitted by Customer and/or specified on Exhibit B.

"Service Location(s)" means the Customer location(s) where iFiber provides the Service(s). Each Service Location shall be set forth on a Service Order.

"Service Term" means the duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Service Order.

"Space" shall have the meaning prescribed in Section 2.4.

"Termination Charges" means charges that may be imposed by iFiber if, prior to the end of the applicable Service Term (i) iFiber terminates Services for cause or (ii) Customer terminates Services without cause. Termination Charges with respect to each terminated Service Order shall equal, in addition to all amounts payable by Customer in accordance with Section 5.3, fifty percent (50%) of the remaining monthly fees that would have been payable by Customer under the Service Order if the Services described in the Service Order had been provided until the end of the Service Term. In the event the Agreement is terminated as herein described during the initial Service Term, Termination Charges shall also include one hundred percent (100%) of any amount paid by iFiber in connection with Custom Installation, as that term is defined in Section 2.9, for

the Services provided by iFiber under the Service Order, provided however that the total Termination Charges shall decrease from one hundred percent (100%) to zero percent (0%) in ten percent (10%) annual increments during each of the first ten (10) years of the Term of this Agreement, after which the Termination Charges shall remain at zero.

2. DELIVERY AND USE OF SERVICES

2.1 Scope of Services. iFiber shall provide the Service(s) to Customer subject to availability and operational limitations of Customer's systems, facilities, or equipment. Customer and its Authorized Users shall have the right to use the Service(s) provided by iFiber at the relevant Service Location(s). Customer shall be responsible for its Authorized Users use of the Service(s), compliance with this Agreement, and compliance with iFiber's Acceptable Use Policy ("AUP"), which is attached hereto as Exhibit A. Customer is responsible for ensuring that any Customer-Provided Equipment is fully operational and compatible with the Service(s). If Customer desires to secure its transmissions in connection with its use of the Service(s), Customer must provide, at its sole cost, encryption software or other transmission protection equipment or services.

2.2 Orders. Customer shall submit to iFiber a properly completed Service Order to initiate Service(s) to each Service Location. A Service Order shall become binding on the Parties when (i) it is specifically accepted by iFiber in writing, (ii) iFiber begins providing the Service(s) described in the Service Order or (iii) iFiber begins Custom Installation (as defined in Section 2.8) for delivery of the Service(s) described in the Service Order, whichever is earlier. When a Service Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.3 Service Levels. iFiber shall provide the following Service Levels:

(i) **Speed.** iFiber makes no representation regarding the speed of the Service. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of devices using a single connection, the size and frequency of data to be transmitted, the effectiveness or efficiency of Customer-Provided Equipment, network traffic, and other similar factors. Customers who purchase 100 Mbps Service(s) will be provided data transport services at speeds of up to 100 Mbps. Customers who purchase 1 Gbps Service(s) will be provided data transport services at speeds of up to 1 Gbps. iFiber shall use commercially reasonable efforts to provide and maintain data transport speeds as close to the specified Service(s) speed as reasonably possible.

(ii) **Availability.** iFiber guarantees a minimum Service Level for the IP transport network that will provide network availability and capability of forwarding IP packets 99.95% of the time, including local loop, as averaged over a calendar month, excluding maintenance windows and other exclusions as specified herein. This equates to not more than 21.6 minutes of downtime per month (based on a 30-day month).

(iii) **Latency.** iFiber guarantees a minimum Service Level for the IP transport network that will provide an average round trip packet transit time within the iFiber backbone network of 64 milliseconds or less, as measured over a calendar month, excluding maintenance windows and other exclusions as specified herein.

2.4 Access. Customer, at no cost to iFiber, shall secure and maintain all necessary rights of access to Service Location(s) for iFiber to install and provide the Services, unless iFiber has secured such access prior to this Agreement. In addition, Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Carrier Equipment used to provide the Services within the Service Location(s). iFiber and its employees and authorized contractors will require free ingress and egress into and out of the Service Location(s) in connection with the provision of Services. Upon reasonable notice from iFiber, Customer shall provide all required access to iFiber and its authorized personnel. During the term of the Service(s) provided under this Agreement, Customer grants iFiber the right, free of charge, to occupy portions of Customer's facilities and real property ("Space") for the placement and maintenance of Carrier Equipment (hereinafter defined) and interconnecting such Carrier Equipment to iFiber's proprietary transport network (the "Network") for the purpose of providing the Service(s).

2.5 Carrier Equipment. Carrier Equipment is and shall remain the property of iFiber regardless of where installed within the Service Location(s), and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time iFiber may remove or change Carrier Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Carrier Equipment or permit others to do so, and shall not use the Carrier Equipment for any purpose other than that authorized by the Agreement. iFiber shall maintain Carrier Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at iFiber's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Carrier Equipment. Customer is responsible for damage to, or loss of, Carrier Equipment caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other casualty at the Service Location(s), unless caused by the negligence or willful misconduct of iFiber. Customer agrees not to take any action that would directly or indirectly impair iFiber's title to the Carrier Equipment, or expose iFiber to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following iFiber's discontinuance of the Services to the Service Location(s), iFiber retains the right to remove the Carrier Equipment including, but not limited to, that portion of the Carrier Equipment located within the Service Location(s). To the extent iFiber removes such Carrier Equipment, it shall be responsible for returning the Service Location(s) to its prior condition, wear and tear excepted.

2.6 Service Commencement Date. Upon installation and connection of the necessary facilities and equipment to provide the Services(s), iFiber shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Service Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2.7 Installation of Carrier Equipment. Installation of any Carrier Equipment to create interconnectivity with the Network shall be completed by authorized iFiber personnel, consistent with any Customer requirements and/or policies where installed in Customer Space. Where Customer installs any Customer-Provided Equipment necessary to create interconnectivity with the Network, Customer shall bear the sole responsibility and liability for such installation. iFiber may change, replace, or remove the Carrier Equipment, regardless of where located, so long as the basic technical parameters of the Services are not altered, and this Agreement constitutes Customer's consent to such change, replacement, or removal. iFiber has no obligation to install, maintain, or repair any Carrier-Provided Equipment. Customer is responsible for ensuring that its equipment does not interfere with the provision of or functionality of Services or Network.

2.8 Customer-Provided Equipment. iFiber shall have no obligation to install, operate, or maintain Customer-Provided Equipment. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside wiring and equipment and facilities on the Customer's side of the modem, router, switch and/or other Ethernet input connection. All Customer-Provided Equipment and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by iFiber's employees or authorized contractors when the difficulty or trouble report results from Customer-Provided Equipment.

2.9 Engineering Review. Each Service Order submitted by Customer shall be subject to an engineering review by iFiber. The engineering review will determine whether the Network, fiber, cable, or other plant must be extended, built or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). iFiber will provide Customer written notification in the event Service installation at any Service Location will require an additional one-time installation fee ("Custom Installation Fee"). Customer will have thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Service Order with respect to the affected Service Location(s).

2.10 Authorized Use. The Service(s) and connections to the Network are for use by Customer and its Authorized Users to which Services are granted. Except as otherwise provided herein or under a separate agreement, connections to the Network may not be shared by any means, including wired or wireless networking or transmission. Customer and its Authorized Users agree not to operate hardware or software that

iFiber deems harmful, hazardous, or capable of causing interference, congestion, or interruptions to the Network, Carrier Equipment, or Service(s). Customer and its Authorized Users have an affirmative duty under this Agreement to monitor their use of the Network and the Carrier Equipment, and to ensure that any hardware, software, and/or data used or transmitted over or across the Carrier Equipment and/or Network is free of malicious or harmful components, does not present a security risk or vulnerability, and/or does not negatively impact the performance of the Network or cause interference, congestion, or interruptions on the Network or Service(s). To the extent that iFiber believes that any Customer or Authorized User hardware, software, or data is harmful, hazardous, or capable of causing interference, congestion, or interruptions to the Network, iFiber shall provide Customer with commercially reasonable notice of the same. Customer shall thereafter have fifteen (15) days to cure or discontinue use of the hardware, software, or data that is the subject of the notice, or to otherwise demonstrate that the harmful, hazardous, or interfering component is not present or caused as alleged by iFiber in its notice. In instances in which Customer or Authorized User hardware, software, or data presents an immediate threat to the continued operation of the Network, or Carrier Equipment, iFiber may require the Customer or Authorized User to immediately discontinue use of the harmful, hazardous, or interfering hardware, software, or data until such time as iFiber and the Customer, working collaboratively, can cure, or otherwise verify the absence of, any harmful, hazardous, or interfering component. All use by Customer and Authorized Users shall be consistent with, and in compliance with, the AUP.

3. CHARGES, BILLING, AND PAYMENT

3.1 Charges. Customer shall pay iFiber one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all undisputed charges associated with the Service(s), as set forth or referenced in the applicable Service Order(s). These charges may include, but are not limited to installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Carrier Equipment, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Except as otherwise indicated herein or on the applicable Service Order(s), non-recurring charges for the Service(s) shall not increase during the initial Service Term.

3.2 Maintenance. Unless otherwise specified in a relevant Service Order, routine and emergency maintenance on the Network and/or to ensure the proper operation of the Service(s) are provided to Customer at no charge. For maintenance services at Customer's location, or for such other maintenance as may be required by Customer that is outside of iFiber's routine or emergency Network maintenance, Customer shall pay for applicable maintenance services at the then-applicable rates.

3.3 Annual Price Adjustments. All pricing specified in this Agreement, including Exhibit B, shall be fixed for the first

twelve (12) months from the Service Commencement Date. Pricing and rates for Services under this Agreement shall thereafter be adjusted on an annual basis, taking into account iFiber's then-current pricing, changes in the CPI, standard industry pricing and rates, and such other factors as iFiber deems appropriate and as agreed upon by the Parties.

3.4 Payment. Except as otherwise indicated herein or on the Service Order(s), iFiber shall invoice Customer in advance on a monthly basis for all monthly recurring Service charges and fees arising under the Agreement. All other charges will be billed monthly in arrears. Customer shall make payment to iFiber for all invoiced amounts within thirty (30) days after the date of the invoice. Any amounts not paid to iFiber within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's next monthly invoice shall include a pro-rated charge for the Services, from the date of installation to the first day of the new billing. In certain cases, iFiber may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between Customer and the third party, unless otherwise agreed. iFiber shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

3.5 Partial Payment. Partial payment of any bill will be applied to the Customer's outstanding charges in the amounts and proportions as solely determined by iFiber. No acceptance of partial payment(s) by iFiber shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.6 Taxes and Fees. Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.7 Other Government-Related Costs and Fees. iFiber reserves the right to invoice Customer for any fees or payment obligations in connection with the Service(s) imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Service(s), including, without limitation, applicable franchise fees (if any), regardless of whether iFiber or its Affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. These obligations may include those imposed on iFiber or its affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that iFiber or its Affiliates are required to collect from the Customer or to pay to others in support of statutory or regulatory programs.

3.8 Disputed Invoice. If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to iFiber for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve the dispute. However, should the parties fail to mutually resolve the dispute within sixty (60)

days after the dispute was submitted to iFiber, all disputed amounts shall become immediately due and payable to iFiber.

3.9 Past-Due Amounts. Any undisputed payment not made when due will be subject to a late payment fee equal to the lesser of one and a half percent (1.5%) per month or a the maximum rate allowed by law on the unpaid invoice. If Customer's account is delinquent, iFiber may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Carrier Equipment that Customer fails to return in accordance with the Agreement. If iFiber is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Carrier Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to iFiber under the Agreement or at law or in equity.

3.10 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

4. TERM

4.1 Agreement Term. This Agreement shall terminate upon the expiration or other termination of the final existing Service Order entered into under this Agreement. The term of a Service Order shall commence on the Service Commencement Date and shall terminate at the end of the stated Service Term of such Service. If a Service Order does not specify a term of service, the Service Term shall be five (5) years from the Service Commencement Date.

4.2 Service Order Renewal. Upon the expiration of the Service Term, this Agreement and each applicable Service Order shall automatically renew for successive periods of five (5) years each ("Renewal Term(s)"), unless prior notice of nonrenewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the initial Service Term and from time to time thereafter, iFiber may modify the charges for the Service(s) subject to thirty (30) days prior notice to Customer. Customer shall have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.

5. TERMINATION AND SUSPENSION

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agreement in whole or part, at any time during the Service Term upon sixty (60) days prior notice to iFiber, and subject to payment to iFiber of all outstanding amounts due for the Services, any and all applicable Termination Charges, and the return of any and all Carrier Equipment. Customer shall return all Carrier

Equipment to iFiber, or otherwise permit iFiber to remove any Carrier Equipment, within sixty (60) days of termination.

5.2 Termination for Cause. The Parties may terminate this Agreement, or a Service Order, in whole or in part, in the following ways:

(i) **Nonpayment.** If Customer is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within ten (10) days after receipt of notice of default, or has failed to make payments of all undisputed charges on or before the due date on three (3) or more occasions during any twelve (12) month period, iFiber may, at its option, terminate this Agreement, terminate the affected Service Orders, suspend Service under the affected Service Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Orders as a condition of continuing to provide the Services. iFiber will not take any such action as a result of Customer's non-payment of a charge that is the subject of a timely billing dispute, unless the parties have reviewed the dispute and determined in good faith that the charge is correct.

(ii) **Breach.** If either Party breaches any material term of this Agreement and the breach continues without remedy for thirty (30) days after notice of default, the non-defaulting party may terminate for cause any Service Order materially affected by the breach.

(iii) **Insolvency.** A Service Order may be terminated by either Party immediately upon notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

(iv) **Failure of Services.** If, after notice by Customer and a commercially reasonable opportunity to cure by iFiber, not to be less than thirty (30) days, iFiber fails to provide any Service(s) in accordance with the minimum Service Levels identified in Section 2.3, and said failure materially adversely affects Customer's ability to use the Service(s) effectively, Customer may terminate this Agreement or terminate the affected Service Order(s) without any obligation to pay the Termination Charges, provided however that Customer shall be liable for any past charges incurred that were due and owing prior to the failure or other event that gave rise to the termination for cause.

(v) **Rights and Remedies.** Termination by either Party of a Service Order does not waive any other rights or remedies that it may have under this Agreement.

5.3 Effect of Termination. Upon the expiration or termination of a Service Order for any reason: (i) iFiber may immediately disconnect the applicable Service; (ii) if Customer has terminated the Service Order prior to the expiration of the Service Term for convenience, or if iFiber has terminated the Service Order prior to the expiration of the Service Term as a result of material breach by Customer, iFiber may assess and collect from Customer applicable Termination Charges; and (iii) Customer shall return or permit iFiber access to retrieve

from the applicable Service Locations any and all Carrier Equipment (however, if Customer fails to permit access, or if the retrieved Carrier Equipment has been damaged and/or destroyed other than by iFiber or its agents, normal wear and tear excepted, iFiber may invoice Customer for the full replacement cost of the relevant Carrier Equipment, or in the event of minor damage to the retrieved Carrier Equipment, the cost of repair, which amounts shall be immediately due and payable).

5.4 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of this Agreement. iFiber may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects iFiber's ability to provide the Services herein.

6. MAINTENANCE

6.1 Generally. iFiber reserves the right to schedule regular (in advance with Customer) or emergency maintenance on the Network and/or Carrier Equipment. All routine maintenance and repair functions and emergency maintenance and repair functions, including "one-call" responses, cable locate services, and necessary relocation of the Carrier Equipment, shall be performed by iFiber or its designee for a period coterminous with the term of this Agreement.

6.2 Routine Maintenance. Routine Maintenance shall mean any maintenance at the iFiber hub to which Customer's circuit is connected, or maintenance to any Carrier Equipment located at a Service Location. Scheduled Maintenance shall be performed between the hours of 12:00 AM to 6:00 AM local time, unless otherwise required, and upon prior notice to Customer. Routine Maintenance includes (i) upgrades of Network and/or Carrier Equipment hardware and software; (ii) upgrades to capacity of the Network; (iii) correction network activity that may degrade the quality of service or cause service interruptions; and (iv) relocation of fiber required by road or utility construction projects. Additional maintenance may be performed from time to time at iFiber's reasonable discretion, or upon Customer's request with reasonable advance notice to iFiber. iFiber's general policy for scheduling maintenance is to provide Customer with advanced notice, and to perform and repair or maintenance services during non-working or off-peak hours, but circumstances may arise from time-to-time that requires Routine Maintenance to be performed during normal business hours.

6.3 Emergency Maintenance. iFiber shall use commercially reasonable efforts to respond to any failure, interruption or impairment in the operation of the Service(s) within a time frame as soon as commercially practicable after receiving a report of any such failure, interruption or impairment, but in any event not to exceed four (4) hours. Customer acknowledges that the foregoing does not confer any right to Customer to have any Emergency Maintenance request

or report cured, fixed, resolved, or otherwise remedied within four (4) hours of the request being made. The time to resolve any Emergency Maintenance request or report will depend on the circumstances presented at the time the request or report is made, including but not limited to the severity of any failure, defect, interruption, or other non-conformity in the Network, Carrier Equipment, or Service(s), the availability of iFiber's employees, agents, subcontractors, or other affiliates, the availability of necessary materials, access to and the location of any failure, Customer cooperation, weather, force majeure events, and other similar factors. iFiber shall use commercially reasonable efforts to provide Customer with notice of Emergency Maintenance before beginning any repairs or other work, but Customer acknowledges that there may be instances in which circumstances do not allow for Customer to receive notice in advance of Emergency Maintenance.

6.4 Service Levels. Routine Maintenance and any Emergency Maintenance that is required as a result of actions or omissions taken by a third party other than iFiber, shall be excluded from the calculation of Services Levels, and iFiber cannot be held liable for any losses sustained or allegedly sustained by Customer or its Authorized Users as a result of Routine Maintenance, or Emergency Maintenance not caused by iFiber.

7. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

7.1 Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT IFIBER OR FOR EARLY TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ENTIRE LIABILITY OF iFiber AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS OR CONTRACTORS FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR THE CARRIER EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT. CUSTOMER ASSUMES FULL RESPONSIBILITY AND RISK FOR THE USE OF THE SERVICES AND THE INTERNET, AND IS SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES PROVIDED HEREBUNDER. If Customer is

dissatisfied with the Service(s) or with any terms, conditions, rules, policies, guidelines or practices of iFiber in operating the Services(s), Customer's sole and exclusive remedy is to terminate this Agreement in accordance with Section 5, above, and discontinue using the Service(s), or to seek a Service Credit pursuant to Section 11, below. REPAIR OR REPLACEMENT FOR CARRIER EQUIPMENT IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER FOR ANY GOODS RECEIVED BY CUSTOMER UNDER THIS AGREEMENT.

7.2 Limited Warranty. EXCEPT AS OTHERWISE PROVIDED IN SECTION 2.3, ABOVE, AND SECTION 11, BELOW, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT WITH RESPECT TO THE SERVICE(S), CARRIER EQUIPMENT, OR NETWORK. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, iFiber DOES NOT WARRANT THAT THE SERVICES, CARRIER EQUIPMENT, OR NETWORK WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, CARRIER EQUIPMENT, OR NETWORK WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES, CARRIER EQUIPMENT, OR NETWORK WILL BE FREE OF HARMFUL COMPONENTS OR PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. IN NO EVENT SHALL iFiber, OR ITS AFFILIATES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

7.3 Third Parties. iFiber MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, CARRIER EQUIPMENT, OR NETWORK FOR USE BY THIRD PARTIES.

7.4 Disruption of Service. The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment. Such uses or activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Customer expressly assumes the risks of any damages resulting from high risk activities. iFiber shall not be liable for

any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Customer or Customer Provided Equipment; inability to obtain access to the Service Locations; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightening, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services.

8. MUTUAL INDEMNIFICATION

8.1 Customer Indemnification. Customer shall indemnify, save, hold harmless, and defend iFiber and iFiber's Affiliates, as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorneys' fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to: (i) damages for bodily injury (including death) and damage to real and tangible personal property to the extent that such loss was proximately caused by any person for whose conduct Customer is responsible and which arises from the performance or receipt of work or Services hereunder; (ii) the breach or alleged breach of this Agreement by Customer; (iii) any negligent or tortious act or omission to act of Customer; or (iv) any claim that the data content delivered by Customer via the Services provided by iFiber under this Agreement constitutes an infringement of any Confidential Information, trade secret, patent, copyright, trademark, trade name or other legal right of any third party.

8.2 iFiber Indemnification. iFiber shall indemnify, save, hold harmless and defend Customer, as well as Customer's Indemnified Parties from and against any Claims threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to: (i) damages for bodily injury (including death) and damage to real and tangible personal property to the extent that such loss was proximately caused by any person for whose conduct iFiber is responsible and which arises from the performance or receipt of work or Services hereunder; (ii) any negligent or tortious act or omission to act of iFiber; or (iii) any Claim that alleges the Services, Network, or Carrier Equipment provided hereunder infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or relates to: (a) Customer or its Authorized Users' data content, documents, or other information; (b) any modification(s) to the Services, Network, or Carrier Equipment by Customer or its Authorized Users, or other third parties employed by Customer, or the combination of the Services, Network, or Carrier Equipment with any services or products not supplied or provided by iFiber; (c)

iFiber's adherence to Customer's or its Authorized Users' requirements; or (e) use of the Services, Network, or Carrier Equipment in violation of this Agreement.

9 CONFIDENTIAL INFORMATION; PRIVACY

9.1 Disclosure and Use. All Confidential Information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Remedies. Notwithstanding any other Section of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Section 9, including, but not limited to, injunctive relief.

9.3 iFiber Monitoring and Control of Network Traffic. iFiber has no obligation to monitor information or material on the Network or transmitted using the Service(s). Customer agrees that iFiber has the right to monitor the Network, Service(s), and Carrier Equipment electronically from time to time solely to disclose any information as necessary to satisfy the law, regulation or other governmental request, to operate the Network or Services properly, or to protect itself or its users from service interruption or other inappropriate uses. The purpose of this Section 9.3 is to authorize iFiber to monitor and review primarily technical information and other data transmitted on or over the Network to ensure that the Network operates properly and remains secure and free from harmful traffic. iFiber shall have the right, but not the obligation, to monitor, examine, control, limit, or otherwise review any and all data using, on, or traveling across the Network to ensure Network integrity, security, and efficient operation. In this regard, iFiber may examine, monitor, or control data packets and similar incomplete and/or encoded transport layer files, data streams, and transmissions for malicious, harmful, hazardous, or otherwise interfering components that may threaten or adversely affect the operation or security of the Network, Carrier Equipment, or Services. Customer shall be solely responsible for monitoring, controlling, reviewing, and examining the content of the data, documents, and information that it sends and receives using the Network, and for providing adequate encryption and other security measures to ensure the appropriate level of protection for such data, documents, and information.

10. PROHIBITED USE.

10.1 Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.2 Use Policies. Customer agrees to ensure that all uses of the Carrier Equipment and/or the Services installed at its premises are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person, whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Any and all use of the Network, Service(s), and Carrier Equipment by Customer shall be consistent with Section 2.9.

10.3 Violations. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, iFiber shall have the right to restrict, suspend, or terminate immediately any or all Service Orders, without liability on the part of iFiber, and then to notify Customer of the action that iFiber has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

11. SERVICE CREDITS

11.1 Credit Allowances. iFiber will allow a pro-rata credit against future payment of the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and quasigovernmental fees) for a Service Interruption, except as specified below or as may otherwise be legally required ("Credit"). For the purposes of calculating a Credit allowance, the Service Interruption period begins when the Customer reports an interruption in the portion of the Service to iFiber, a trouble ticket is opened, and/or the Service is released to iFiber for testing and repair. The Service Interruption ends when the affected portion of the Service has been restored and/or iFiber has closed the trouble ticket. Service Interruption time does not include interruptions of less than thirty (30) minutes' duration. Credits will be as follows:

<u>Length of Service Interruption</u>	<u>Amount of Credit</u>
At least 30 minutes but less than 3 hours	1/8 of a day
At least 3 hours but less than 6 hours	1/4 of a day
At least 6 hours but less than 9 hours	2/5 of a day
At least 9 hours but less than 12 hours	1/2 of a day
At least 12 hours but less than 15 hours	4/5 of a day
At least 15 hours and up to and including 24 hours	1 full day

The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Credit from iFiber within 30 days of the interruption.

11.2 Exceptions to Credit Allowances. A Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through iFiber, including, without limitation, Customer's users, third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in this Agreement, unless otherwise provided under applicable law. The remedies set forth in this Section 11 shall be Customer's sole and exclusive remedy for any Service Interruption in the Services, outage, unavailability, delay or other degradation in the Services or any iFiber failure to meet the objectives of the Services.

12. INSURANCE

12.1 General Coverage. Each Party shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including property damage and personal injury.

12.2 Limits. The liability limits under the policies required by Section 12.1 shall be, at a minimum, one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

13 MISCELLANEOUS TERMS

13.1 Employee Conduct. iFiber acknowledges Customer's obligations to comply with certain laws and regulations as well as the need for iFiber's employees and subcontractors to comply with reasonable requests, standard rules, and regulations of Customer regarding personal and professional conduct generally applicable to such facilities. iFiber shall provide Customer with reasonable assistance in ensuring iFiber employees, subcontractors, and agents comply with (i) laws and regulations affecting Customer's facility and (ii) Customer's facility rules and regulations. iFiber shall maintain written agreements with all of its employees, subcontractors, and agents involved during the course of this Agreement in any project under this Agreement, obligating such employees, subcontractors, and agents upon terms and conditions no less restrictive than contained herein, not to use or disclose any confidential information, proprietary rights, or information learned or acquired during the course of such employment or engagement. iFiber shall not employ or contract for services on the work any unfit person or anyone not skilled in the work assigned to him or her, and shall devote personnel reasonably skilled and experienced in the industry to perform any work required under this Agreement.

13.2 Governing Law; Jurisdiction. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to choice of law principles. Venue of any action arising out of or related to this Agreement shall be proper in the Circuit Court of DeKalb County or the United States District Court for the Northern District of Illinois.

13.3 Entire Agreement. This Agreement and its Exhibits constitute the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to the Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not expressly provided for in this Agreement are of no effect. Terms or conditions contained in any purchase order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect. Only specifically authorized representatives of iFiber may make modifications to this Agreement or this Agreement's form. No modification to the form or this Agreement made by a representative of iFiber who has not been specifically authorized to make such modifications shall be binding upon iFiber. No subsequent agreement among the Parties concerning the Services shall be effective or binding unless it is executed in writing by authorized representatives of both Parties.

13.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Customer may not assign this Agreement without the prior written consent of iFiber. iFiber may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent.

13.5 Force Majeure. Neither Party shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions including without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including strikes, slowdowns, picketing or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers, unavailability of right-of-way, unavailability of services or materials upon which the Services rely, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided shall not be excused.

13.6 Import/Export Control. Customer, not iFiber, is responsible for complying with import and export control laws, conventions, and regulations for all equipment, software, or technical information Customer may move or transmit between countries using the Services, whether authorized or unauthorized.

13.7 Headings; Severability. Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

13.8 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

13.9 No Waiver. No failure by either Party to enforce any rights hereunder shall constitute a waiver of such right(s).

13.10 Survival. The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or any Service Order, including without limitation representations and warranties, indemnifications, and limitations of liability, shall survive termination or expiration of this Agreement or any Service Order.

13.11 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

13.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

13.13 Remedies Not Exclusive. The remedies provided in this Agreement shall be in addition to all other remedies to which iFiber may be entitled at law or in equity, including without limitation the right to recover unpaid amounts with interest at the applicable statutory judgment rate, but accruing from the date initially due.

13.14 Limitations. Any Customer claim or dispute arising out of this Agreement must be filed by Customer within two (2) years after the cause of action arises. Customer waves any statute of limitations to the contrary.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Services Agreement to be executed and delivered as of the Effective Date written above.

iFiber

Pearl City CUSD 200

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
(Acceptable Use Policy)

1. Overview

This Acceptable Use Policy (the "Policy") is a guide to the acceptable use of iFiber network facilities and Services, as defined herein and in the Master Services Agreement. Any Customer organization or individual connected to iFiber's network in order to use it directly, or to connect to any other network(s), must comply with this policy and the stated purposes and Acceptable Use policies of any other network(s) or host(s) used. Each Customer organization is responsible for the activity of its users and for ensuring that its users are familiar with this policy or an equivalent policy. In addition, each Customer is encouraged to maintain and enforce its own Acceptable Use policies. The provisions of this Policy govern all use of the Services, including any unsupervised anonymous network access offered by Customer. The following guidelines will be applied to determine whether or not a particular use of the Services is appropriate:

- (1) Users must respect the privacy of others. Users shall not intentionally seek information on, or represent themselves as, another user unless explicitly authorized to do so by that user. Nor shall Users obtain copies of, or modify files, other data, or passwords belonging to others.
- (2) Users must respect the legal protection applied to programs, data, photographs, music, written documents and other material as provided by copyright, trademark, patent, licensure and other proprietary rights mechanisms.
- (3) Users must respect the integrity of other public or private computing and network systems. Users shall not intentionally develop or use programs that harass other users or infiltrate any other computer, computing system or network and/or damage or alter the software components or file systems of a computer, computing system or network.
- (4) Use should be consistent with guiding ethical statements and accepted community standards. Use of the Services for malicious, fraudulent, or misrepresentative purposes is not acceptable.
- (5) The Services may not be used in ways that violate applicable laws or regulations.
- (6) The Services may not be used in a manner that precludes or significantly hampers network access by others. Nor may the Services be used in a manner that significantly impairs access to other networks connected to iFiber.
- (7) Connections which create routing patterns that are inconsistent with the effective and shared use of the Services may not be established.
- (8) Users are prohibited from sending unsolicited advertising, whether commercial or informational in nature to addresses that have not specifically requested such material.
- (9) Repeated, unsolicited and/or unwanted communication of an intrusive nature is strictly prohibited. Continuing to send e-mail messages or other communications to an individual or organization after being asked to stop is not acceptable.
- (10) Consistent with the Master Services Agreement, Customer may not use the Services to offer for sale, lease, resell, or offer any services for which Customer is reimbursed by the provisioning entity without an appropriate resell agreement approved by iFiber.

The intent of this Policy is to identify certain types of uses that are not appropriate, but this Policy does not necessarily enumerate all possible inappropriate uses. Using the guidelines given above, iFiber may at any time make a determination that a particular use is not appropriate. iFiber will not monitor or judge the content of information transmitted via the Services, but will investigate complaints or abusive data stream patterns of possible inappropriate use. In the course of investigating complaints, iFiber staff will safeguard the privacy of all parties and will themselves follow the guidelines given in this policy.

2. Remedial Action

When iFiber learns of possible inappropriate use, iFiber staff will notify the Customer responsible, who must take immediate remedial action and inform iFiber of its action. iFiber will assist the Customer in identifying the nature and source of the inappropriate use and in implementing remedial action if requested. Provided the Customer implements remedial action promptly, iFiber will take no further action. If iFiber is unable to contact the Customer, or if the Customer is unable to implement remedial action, iFiber reserves the right to pursue remedial action independently. Wherever possible, iFiber will pursue remedial action with the least impact to the overall service for the Customer. Should the situation be considered an emergency, and iFiber deems it necessary to prevent further inappropriate activity, iFiber may temporarily disconnect a Customer. An emergency is defined as serious security incidents that require immediate attention to prevent harm to an individual, to protect information from loss or damage that would be difficult or impossible to correct or to deal with serious on-going denial of service attacks. If temporary disconnection is deemed necessary by iFiber staff, every effort will be made to inform the Customer prior to disconnection, and every effort will be made to re-establish the connection as soon as it is mutually deemed safe.

**EXHIBIT A, cont'd
(Acceptable Use Policy)**

IN WITNESS WHEREOF, the Parties hereto have caused this Acceptable Use Policy to be executed and delivered as of the Effective Date written on the first page of the Master Services Agreement.

iFiber

Pearl City CUSD 200

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B
(Service Order Form)

Organization: Pearl City CUSD 200
Billed Entity Number: 135879
Form 470 Application Number: 220001338

Supported Locations

Location	Address	City	ZIP
Pearl City CUSD 200	100 S Summit St	Pearl City	61062

Services and Pricing (check desired services and initial after each box checked)

✓	Initials	Location	Service	Bandwidth (transport only)	Yearly Cost	One-Time Costs
<input type="checkbox"/>		Option A: Pearl City CUSD 200 (100 S Summit St, Pearl City)	Leased Lit Fiber	1Gbps	\$8,400	\$0
<input checked="" type="checkbox"/>		Option B: Pearl City CUSD 200 (100 S Summit St, Pearl City)	Leased Lit Fiber	2Gbps	\$9,067	\$0 build \$2,066 equip TOTAL = \$2,066

Notes or Special Terms

n/a

Standard Network Equipment (Included in One-Time Costs)

1. Carrier Ethernet demarcation device(s)
2. SFP module(s)
3. Fiber optic patch cable(s), single-mode

User Requirements

1. Provide adequate space, cooling, and power
2. Provide all CAT6 patch cables
3. Provide a network interface into which iFiber connects
4. Allow timely access into supported locations

IN WITNESS WHEREOF, the Parties hereto have caused this Service Order Form to be executed and delivered as of the Effective Date written on the first page of the Master Services Agreement.

iFiber

Pearl City CUSD 200

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Progress Report — The contents of this table frequently change. — continued

Topics	Our Response
Dept. of Education Transgender Guidance On 6-16-21, the U.S. Dept. of Education's Office for Civil Rights issued an official interpretation stating that in light of the U.S. Supreme Court's decision in <u>Bostock v. Clayton County</u> , Title IX protects students who are lesbian, gay, bisexual or transgender from harassment and other forms of sex discrimination. On 6-22-21, the Dept. also filed a statement of interest in the pending case of <u>B.P.J. v. West Virginia State Bd. of Educ.</u> , arguing that Title IX and the 14th Amendment's equal protection clause prohibit West Virginia's law that bans transgender girls from participating on female athletic teams. The Dept.'s guidance is available at: www2.ed.gov/about/offices/list/ocr/lgbt.html . See also ISBE guidance and resources on supporting transgender, nonbinary, and gender nonconforming students at: www.isbe.net/supportallstudents .	No PRESS materials are affected.

Revisions to Policies, Administrative Procedures, and Exhibits

Number and Title	Revision Descriptions	
2:20, Powers and Duties of the School Board; Indemnification	The policy, Legal References, Cross References, and footnotes are updated. Policy text is updated in response to 105 ILCS 5/21B-85(b), amended by P.A. 102-552, which was part of the General Assembly's focus on resolving Educator Misconduct. The amendment shifts responsibility from the State Superintendent to local boards of education to notify the Teachers' Retirement System (TRS) when it learns that a teacher was convicted of a felony. Major notifications required of the board to ISBE and TRS were inserted to clarify board duties related to educator misconduct. The Legal References reflect the reporting section of the School Code, Cross References are updated to align with other policies related to managing educator misconduct, and the footnotes are updated to align with these changes.	<input type="checkbox"/>
2:105, Ethics and Gift Ban	The Legal References and footnotes are updated in response to 105 ILCS 5/22-90 (final citation pending), added by P.A. 102-327, banning high school guidance counselors from soliciting or accepting gifts from a prohibited source. A new footnote 5 is added, and continuous improvement updates are also made to the footnotes.	<input type="checkbox"/>
2:110, Qualifications, Term, and Duties of Board Officers	The policy, Legal References, and footnotes are updated in response to: 1. OMA, 5 ILCS 120/7, amended by P.A. 101-640, allowing boards to meet remotely during a public health emergency; 2. 105 ILCS 5/21B-85, amended by P.A. 102-552, requiring a board (formerly ISBE) to provide written notice to TRS when it learns a teacher has been convicted of a felony; and 3. Continuous improvement.	<input type="checkbox"/>
2:120, Board Member Development	The policy and footnotes are updated in response to 105 ILCS 5/10-16a, amended by P.A. 102-638 (requiring, beginning in the fall of 2023, professional development leadership training to also include trauma-informed practices for students and staff), and continuous improvement.	<input type="checkbox"/>
2:150, Committees	The policy is unchanged. The Legal References are updated with a minor style change. The footnotes are updated in response to OMA, 5 ILCS 120/2.06(d), amended by P.A. 102-653, and for continuous improvement.	<input type="checkbox"/>

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

2:150-AP, Superintendent Committees	<p>The procedure is updated in response to:</p> <ol style="list-style-type: none"> 105 ILCS 5/24A-5, amended by P.A. 102-252, adding to the duties of the Performance Educational Reform Act (PERA) Joint Committee to extend the frequency of evaluations for tenured teachers whose performance are rated as either excellent or proficient. The new duties must be completed by 9-1-22; and 105 ILCS 5/10-20.74, added by P.A. 101-654, requiring districts to submit an annual report to ISBE regarding educational technology capacities and policies. A new function has been added to the Educational Technology Committee subhead to support this submission. 	<input type="checkbox"/>
2:220, School Board Meeting Procedure	The policy and footnotes are updated in response to OMA, 5 ILCS 120/2.06(d), amended by P.A. 102-653, clarifying when boards and their committees must conduct reviews of their closed session minutes, and for continuous improvement.	<input type="checkbox"/>
2:220-E1, Board Treatment of Closed Meeting Verbatim Recordings and Minutes	The exhibit is updated for the reason stated in 2:220, <i>School Board Meeting Procedure</i> , above.	<input type="checkbox"/>
2:220-E3, Closed Meeting Minutes	The exhibit is updated for the reason stated in 2:220, <i>School Board Meeting Procedure</i> , above.	<input type="checkbox"/>
2:220-E5, Semi-Annual Review of Closed Meeting Minutes	The exhibit is updated for the reason stated in 2:220, <i>School Board Meeting Procedure</i> , above.	<input type="checkbox"/>
2:220-E6, Log of Closed Meeting Minutes	The exhibit is updated for the reason stated in 2:220, <i>School Board Meeting Procedure</i> , above.	<input type="checkbox"/>
2:220-E8, School Board Records Maintenance Requirements and FAQs	<p>The exhibit is updated in response to:</p> <ol style="list-style-type: none"> The reason stated in 2:220, <i>School Board Meeting Procedure</i>, above; OMA, 5 ILCS 120/7(e), added by P.A. 101-640, permitting boards to meet remotely during a public health emergency; and Continuous improvement. 	<input type="checkbox"/>

PRESS Issue 108 Trivia

603 PRM pages • 1,330 footnotes • 146,914 words • 134 PRM materials

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

2:250-E2, Immediately Available District Public Records and Web-Posted Reports and Records	<p>The exhibit is updated in response to:</p> <ol style="list-style-type: none"> 1. Property Tax Code, 35 ILCS 200/18-50.2, added by P.A. 102-265, requiring good faith efforts to electronically publish certain vendor and subcontractor data in years a district has an aggregate tax levy greater than \$5M; 2. 105 ILCS 5/10-20.73 (final citation pending), added by P.A. 102-134, requiring web-posting contact information of specific crisis hotlines if a district does not issue student ID cards to all students; 3. 105 ILCS 5/10-21.3, requiring all records pertaining to school attendance areas to be open to the public; 4. Ill. Pension Code, 40 ILCS 5/16-150.1, amended by P.A. 102-440, mandating web-posting of vacancies for teaching positions in subject shorting areas before hiring retired teachers to those positions; 5. 105 ILCS 5/10-20.75 (final citation pending), added by P. A. 102-302, eff. 1-1-22, requiring web-posting of certain information about school support personnel and student enrollment; 6. 105 ILCS 5/27-9.1a, added by P.A. 102-522, requiring districts that offer comprehensive personal health and safety and comprehensive sexual health education (NSES) to identify the curriculum they use to provide it, along with contact information of a school staff member who can respond to inquiries about the curriculum; 7. 23 Ill.Admin.Code §227.60(a), implementing 105 ILS 5/14A-32 (accelerated placement); and 8. Continuous improvement.
2:260, Uniform Grievance Procedure	<p>The policy, Legal References, and footnotes are updated for continuous improvement. Footnote 4 is updated in response to 105 ILCS 5/10-20.75 (final citation pending), added by P.A. 102-238, requiring districts to ensure their Internet websites or web services comply with Level AA of the Web Content Accessibility Guidelines 2.1 or any revised version of the guidelines.</p>
3:40, Superintendent	<p>The policy, Legal References, Cross References, and footnotes are updated in response to the General Assembly's focus on resolving Educator Misconduct. The policy text is updated to clarify a superintendent's special reporting responsibilities in policy 5:90, <i>Abused and Neglected Child Reporting</i>, pursuant to 105 ILCS 5/10-21.9(e-5), amended by P.A.102-552. The Legal References, Cross References and footnotes are updated to align with this change.</p>
3:50, Administrative Personnel Other Than the Superintendent	<p>The Cross References and footnotes are updated. The Cross References reflect the General Assembly's focus on resolving Educator Misconduct. The footnotes include a reference to 105 ILCS 5/24-2, amended by P.As. 101-642 (2020 Election Day), 102-14, eff. 1-1-22, and 102-334 (both Juneteenth National Freedom Day).</p>
3:60, Administrative Responsibility of the Building Principal	<p>The Legal References, Cross References and footnotes are updated. The Cross References are updated for the reasons stated in 3:50, <i>Administrative Personnel Other Than the Superintendent</i>, above, along with training for principals. The footnotes include reference to principal mentoring services subject to appropriation in 105 ILCS 5/2-3.53a, amended by P.A. 102-521.</p>
4:60, Purchases and Contracts	<p>The policy, Legal References, and footnotes are updated in response to the Coal Tar Sealant Disclosure Act, 410 ILCS 170/, added by P.A. 102-242, eff. 1-1-23, and for continuous improvement related to federal awards and the Grant Accountability and Transparency Act, 30 ILCS 708/.</p>

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

4:60-AP1, Purchases	The procedure is updated in response to the Coal Tar Sealant Disclosure Act, 410 ILCS 170/, added by P.A. 102-242, eff. 1-1-23. Footnote 2 is added for continuous improvement related to the Grant Accountability and Transparency Act, 30 ILCS 708/.	<input type="checkbox"/>
4:60-AP4, Federal and State Award Procurement Procedures	The procedure is updated in response to 2 C.F.R. Part 200, amended by 85 Fed.Reg. 49543, and for continuous improvement.	<input type="checkbox"/>
4:80, Accounting and Audits	The policy is unchanged. The footnotes are updated in response to the Uniform Electronic Transactions Act, 815 ILCS 333/, added by P.A. 102-38.	<input type="checkbox"/>
4:110, Transportation	The policy, Cross References, and footnotes are updated in response to 105 ILCS 5/10-20.59, amended by P.A. 102-199, requiring boards to appoint a liaison to facilitate the enrollment of students in the legal custody of the Ill. Dept. of Children and Family Services, and for continuous improvement.	<input type="checkbox"/>
4:120, Food Services	The policy is unchanged. The footnotes are updated in response to a five-year review.	<input type="checkbox"/>
4:150, Facility Management and Building Programs	The policy is unchanged. The footnotes are updated in response to 105 ILCS 5/10-20.63, added by P.As. 100-163 and 102-340, requiring school districts to make menstrual <i>feminine</i> hygiene products (defined as tampons and sanitary napkins for use in connection with the menstrual cycle) available, at no cost to students, in the bathrooms of every school building that is open for student use serving students in grades 4 <i>6</i> through 12 during the regular school day.	<input type="checkbox"/>
4:160, Environmental Quality of Buildings and Grounds	The policy, Legal References, and footnotes are updated in response to: <ol style="list-style-type: none"> 1. The Coal Tar Sealant Disclosure Act, 410 ILCS 170/, added by P.A. 102-242, eff. 1-1-23; 2. The Illinois Pesticide Act, 415 ILCS 60/14 3.F., amended by P.A. 102-548; and 3. Continuous improvement; footnote 1 now references that 40 C.F.R. §763.93(g)(4) and 77 Ill.Admin.Code §855.300(a)(3) require annual notice to parents and employees of the availability of the district's asbestos management plan, along with a reference to the (Ill. Principals Association) IPA model handbook service. 	<input type="checkbox"/>
4:165, Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors	NEW. This policy is created in response to 105 ILCS 5/10-23.13 (<i>Erin's Law</i>), amended by P.A. 102-610, requiring districts to adopt and implement a policy addressing sexual abuse of children that includes an age-appropriate and evidence-informed curriculum for pre-K-12 students, evidence-informed training for school personnel on child sexual abuse, and evidence-informed educational information for parents/guardians in school handbooks.	<input type="checkbox"/>
4:170, Safety	The policy and footnotes are updated in response to 105 ILCS 128/20(c), amended by P.A. 102-395, requiring schools to notify and allow parents/guardians to opt their children out of <i>lockdown drills</i> involving student participation. Continuous improvement updates are also made to the policy, Legal References, Cross References, and footnotes.	<input type="checkbox"/>
4:170-AP1, Comprehensive Safety and Security Plan	The procedure is updated for the reasons stated in 4:170, <i>Safety</i> , above.	<input type="checkbox"/>

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

4:170-AP2, Routine Communications Concerning Safety and Security	The procedure is updated for the reasons stated in 4:170, <i>Safety</i> , above.	<input type="checkbox"/>
4:170-AP2, E5, Notice to Parents/Guardians of Lockdown Drill; Opt-out	NEW. This exhibit is created in response to 105 ILCS 128/20(c), amended by P.A. 102-395.	<input type="checkbox"/>
4:175, Convicted Child Sex Offender; Screening; Notifications	<p>The policy, Legal References, Cross References, and footnotes are updated. The footnotes are updated in response to:</p> <ol style="list-style-type: none"> 1. The Sex Offender Community Notification Law, 730 ILCS 152/121(b), amended by P.A. 102-197, the school counselor terminology change; and 2. 725 ILCS 191/15, added by P.A. 102-652, creating the Privacy of Adult Victims of Criminal Sexual Offenses Act. <p>Other continuous improvement updates are made throughout the policy, Legal References, Cross References, and footnotes.</p>	<input type="checkbox"/>
4:175-API, Criminal Offender Notification Laws; Screening	<p>The procedure is updated in response to:</p> <ol style="list-style-type: none"> 1. 725 ILCS 191/15, added by P.A. 102-652, creating the Privacy of Adult Victims of Criminal Sexual Offenses Act; 2. 105 ILCS 5/21B-85, amended by P.A. 102-552, requiring a board (formerly ISBE) to provide written notice to TRS when it learns a teacher has been convicted of a felony; and 3. Continuous improvement. 	<input type="checkbox"/>
5:10, Equal Employment Opportunity and Minority Recruitment	<p>The policy and footnotes are updated in response to:</p> <ol style="list-style-type: none"> 1. Ill. Human Rights Act (IHRA), 775 ILCS 5/2-101, 5/2-102, and 5/2-104, amended by P.A. 102-33, adding discrimination on the basis of <i>work authorization status</i> as a civil rights violation. 2. Victims' Economic Security and Safety Act (VESSA), 820 ILCS 180/30, amended by P.A. 102-487, expanding the protections of the Act to employees impacted by <i>other crimes of violence</i>. <p>The footnotes are also updated with continuous improvement changes.</p>	<input type="checkbox"/>
5:20, Workplace Harassment Prohibited	<p>The policy, footnotes, and Legal References are updated. The policy is updated in response to IHRA, 775 ILCS 5/2-101, 5/2-102, and 5/2-104, amended by P.A. 102-33, adding discrimination (including harassment) on the basis of work authorization status as a civil rights violation. The footnotes are updated for the same reason as the policy and in response to:</p> <ol style="list-style-type: none"> 1. The Ill. Dept. of Human Rights (IDHR) <i>FAQ for Employers under Section 5/2-108 and Form IDHR 2-108</i>; 2. New exhibit 5:120-AP2, E, <i>Expectations and Guidelines for Employee-Student Boundaries</i>; and 3. Continuous improvement. <p>The Legal References are updated with additional case citations for continuous improvement.</p>	<input type="checkbox"/>
5:20-AP, Sample Questions and Considerations for Conducting the Internal Harassment in the Workplace Investigation	The procedure is updated in response to the IHRA amendment stated in 5:20, <i>Workplace Harassment Prohibited</i> , above (work authorization status), and for continuous improvement.	<input type="checkbox"/>

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

5:30, Hiring Process and Criteria	<p>The policy, Legal References, and footnotes are updated in response to 105 ILCS 5/21B-85, amended by P.A. 102-522, requiring a board (formerly ISBE) to provide written notice to TRS when it learns a teacher has been convicted of a felony, and for continuous improvement.</p> <p>Footnote 5 is updated in response to IHRA, 775 ILCS 5/2-103.1(c), added by P.A. 101-656, with a discussion regarding application of the IHRA's <i>interactive assessment</i> requirement for disqualifying offenses listed in 105 ILCS 5/21B-80. Footnote 6 is updated in response to IDHR guidance for implementation of 775 ILCS 5/2-103.1, added by P.A. 101-656, at: www2.illinois.gov/dhr/Pages/Conviction_Record_Protection_Frequently_Asked_Questions.aspx.</p>	<input type="checkbox"/>
5:30-AP1, Interview Questions	<p>The procedure is updated in response to:</p> <ol style="list-style-type: none"> 1. IHRA amendment noted in 5:20, <i>Workplace Harassment Prohibited</i>, above (work authorization status); 2. 105 ILCS 5/21B-80, amended by P.A. 102-552; and 3. IDHR guidance for implementation of 775 ILCS 5/2-103.1, added by P.A. 101-656, at: www2.illinois.gov/dhr/Pages/Conviction_Record_Protection_Frequently_Asked_Questions.aspx. In light of this guidance, consult the board attorney if the district wants to ask candidates about disqualifying convictions before the job offer stage. 	<input type="checkbox"/>
5:30-AP2, Investigations	<p>The procedure is updated in response to:</p> <ol style="list-style-type: none"> 1. 105 ILCS 5/10-21.9 and 5/21B-80, amended by P.A. 102-522, adding homicide offenses to the list of offenses barring individuals from school district employment; 2. Ill. Vehicle Code, 625 ILCS 5/6-106.1, amended by P.A. 102-168; 3. IHRA, 775 ILCS 5/2-103.1, added by P.A. 101-656, and PRESS Advisory Board (PAB) feedback regarding the need to account for the seven working day timeline for an applicant to respond to an Ill. State Police background report pursuant to the Ill. Uniform Conviction Information Act, 20 ILCS 2635/7, in addition to the five business day response timeline required under 775 ILCS 5/2-103.1. New footnotes 2, 3, and 4 are added to address issues arising from implementation of 775 ILCS 5/2-103.1, added by P.A. 101-656; and 4. Continuous improvement. 	<input type="checkbox"/>
5:30-AP2, E1, Notice of Preliminary Hiring Decision Based on Conviction Record	The exhibit is updated for reason #3 stated in 5:30-AP2, <i>Investigations</i> , above, and for continuous improvement.	<input type="checkbox"/>
5:30-AP2, E2, Notice of Final Hiring Decision Based on Conviction Record	The exhibit is updated in response to issues arising from implementation of IHRA, 775 ILCS 5/2-103.1, added by P.A. 101-656, and for continuous improvement.	<input type="checkbox"/>
5:50, Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition	<p>The policy, Legal References, and footnotes are updated in response to:</p> <ol style="list-style-type: none"> 1. 105 ILCS 5/27-13.2, amended by P.A. 102-195, requiring districts to educate students about the prevention and avoidance of drugs abuse and the dangers of opioid and substance abuse; and 2. PAB feedback for continuous improvement related to reasonable suspicion, now that a couple of years have passed since the Cannabis Regulation Tax Act (CRTA) became law. <p>Legal References are updated in response to continuous improvement.</p>	<input type="checkbox"/>

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

5:90, Abused and Neglected Child Reporting	<p>The policy, Legal References, Cross References, and footnotes are updated in response to:</p> <ol style="list-style-type: none"> 1. 105 ILCS 5/14-1.02, amended by P.A. 102-172, requiring districts to provide special education services to students with disabilities who turn 22 during the school year for the remainder of that school year; 2. 105 ILCS 5/10-23.13 (<i>Erin's Law</i>), amended by P.A. 102-610; and 3. 105 ILCS 5/21B-85, amended by P.A. 102-552, requiring a board (formerly ISBE) to provide written notice to TRS when it learns a teacher has been convicted of a felony, and continuous improvement. <p>The Legal References and footnote 18 are updated to incorporate the requirement of the Elementary and Secondary Education Act, 20 U.S.C. §7926, discussed in 5:150, <i>Personnel Records</i>, below.</p> <p>Other continuous improvement updates are made throughout the policy and footnotes.</p>
5:90-AP, Coordination with Children's Advocacy Center	<p>The procedure is updated with the final citation to 105 ILCS 5/22-85(i), added by P.A. 101-531, and for continuous improvement. Footnote 2 is updated for clarity.</p>
5:100, Staff Development Program	<p>The policy, Cross References, Administrative Procedure references, and footnotes are updated in response to 105 ILCS 5/10-23.13 (<i>Erin's Law</i>), amended by P.A. 102-610, and for continuous improvement. Staff development program requirements related to mandated reporting training and <i>Erin's Law</i> that previously appeared as an option in the footnotes have been moved into the default policy text and are accompanied by new footnote 2. Due to the insertion of new footnote 2, what were previously footnotes 4 and 5 are renumbered as footnotes 5 and 6. Old footnote 4/new footnote 5 was also updated in response to P.A. 102-197.</p>
5:100-AP, Staff Development Program	<p>The procedure is updated for continuous improvement.</p>
5:120, Employee Ethics; Conduct; and Conflict of Interest	<p>The policy, Legal References, Cross References, and footnotes are updated in response to, among other things, the General Assembly's focus on resolving Educator Misconduct as follows:</p> <ol style="list-style-type: none"> 1. 105 ILCS 5/10-23.13 (<i>Erin's Law</i>), amended by P.A. 102-610; 2. 105 ILCS 5/22-90 (final citation pending), added by P.A. 102-327, eff. 1-1-22 (guidance counselor gift ban); and 3. Continuous improvement. <p>The General Assembly may consider HB 1975 during Veto Session. If HB 1975 is passed, more updates will be required to this policy.</p>
5:120-AP2, Employee Conduct Standards	<p>The procedure and its footnotes are updated in response to 105 ILCS 5/10-23.13 (<i>Erin's Law</i>), amended by P.A. 102-610, and for continuous improvement. The footnotes are updated in response to:</p> <ol style="list-style-type: none"> 1. 105 ILCS 5/27-13.2, amended by P.A. 102-195, including the dangers of opioid abuse within drug and substance abuse education; 2. 105 ILCS 5/21B-75, amended by P.A. 102-552, amending suspension or revocation of license provision to also apply to suspension or revocation of endorsements or approvals; and 3. 775 ILCS 5/2-103.1, added by P.A. 101-656, prohibiting certain adverse employment actions based on conviction records. <p>Do not automatically add this to the district's procedure or personnel manual. Use this procedure to prompt local conversations related to employee conduct standards, including the prevention of sexual misconduct and grooming.</p>

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

5:120-AP2, E, Expectations and Guidelines for Employee-Student Boundaries	<p>NEW. This exhibit is created in response to 105 ILCS 5/10-23.13 (<i>Erin's Law</i>), amended by P.A. 102-610.</p> <p>Do not automatically add this to the district's procedure or personnel manual. Use this exhibit to structure local conversations around what the district will include for its examples of expectations and guidelines about professional boundaries in employee-student relationships.</p>	<input type="checkbox"/>
5:125, Personal Technology and Social Media; Usage and Conduct	The policy, Legal References, Cross References, and footnotes are updated in response to the requirements of districts outlined in 105 ILCS 5/10-23.13 (<i>Erin's Law</i>), amended by P.A. 102-610. For more information about <i>Erin's Law</i> requirements, see policy 4:165, <i>Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors</i> , and the Ethics, Training, and Educator Misconduct bundle, above. Other continuous improvements are made throughout.	<input type="checkbox"/>
5:150, Personnel Records	<p>The policy, Legal References, Cross References, and footnotes are updated in response to:</p> <ol style="list-style-type: none"> 1. 105 ILCS 5/10-23.13 (<i>Erin's Law</i>), amended by P.A. 102-610, requiring policy 4:165, <i>Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors</i>, and for more information read the Ethics, Training, and Educator Misconduct bundle, above; and 2. The Elementary and Secondary Education Act (ESEA), 20 U.S.C. §7926 (requiring policies to prohibit districts from providing a recommendation of employment for an employee, contractor, or agent that a district knows, or has probable cause to believe, has engaged in sexual misconduct with a student or minor in violation of the law). 	<input type="checkbox"/>
5:185, Family and Medical Leave	The policy, Legal References, and footnotes are updated in response to 105 ILCS 5/24-6.4, added by P.A. 102-335, lowering the threshold for FMLA eligibility for school employees to 1,000 1,250 hours worked in the preceding 12-months, and for continuous improvement.	<input type="checkbox"/>
5:185-AP, Resource Guide for Family and Medical Leave	The procedure is updated in response to the same legislation noted in 5:185, <i>Family and Medical Leave</i> , above.	<input type="checkbox"/>
5:200, Terms and Conditions of Employment and Dismissal	<p>The policy, Legal References, and footnotes are updated. The policy is updated in response to PAB feedback regarding the need to comply with the terms of individual employment contracts, in addition to collective bargaining agreements and other legal requirements. A minor style change is made to the Legal References. Finally, the footnotes are updated in response to:</p> <ol style="list-style-type: none"> 1. 105 ILCS 5/24-2, amended by P.A. 102-15, designating <i>2022 Election Day</i> (11-8-22) as a school holiday; 2. 105 ILCS 5/24-2, amended by P.A.s 102-14 and 102-334, designating <i>Juneteenth</i> (June 19) as a holiday; 3. 105 ILCS 5/24A-5, amended by P.A. 102-252, allowing districts to evaluate tenured teachers rated as <i>excellent</i> or <i>proficient</i> every three (rather than two) years, in accordance with its teacher evaluation plan and an informal teacher observation plan, to be established by ISBE rule and the agreement of the PERA Joint Committee; and 4. Continuous improvement. 	<input type="checkbox"/>
5:210, Resignations	The policy is unchanged. The Legal References are updated with a minor style change. The footnotes are updated in response to 105 ILCS 5/24-14, amended by P.A. 102-552, requiring certain items be included in a district's referral to the State Superintendent of a teacher who resigns during the school term. Continuous improvement updates are also made to the footnotes.	<input type="checkbox"/>

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

5:220, Substitute Teachers	<p>The policy and footnote 7 are updated in response to 105 ILCS 5/16-118, amended by P.A. 102-537, limiting substitute teaching hours for TRS annuitants to 500 hours per school year beginning 7-1-23, previously 7-1-21. Footnote 7 is also updated in response to 105 ILCS 5/16-150.1, amended by P.A. 102-440, allowing TRS annuitants to teach in a subject shortage area through 6-30-24, previously 6-30-21. Other continuous improvement updates are made throughout the policy and footnotes.</p>	<input type="checkbox"/>
5:220-AP, Substitute Teachers	<p>The procedure is updated in response to:</p> <ol style="list-style-type: none"> 1. 325 ILCS 5/4, amended by P.A. 101-564, requiring mandated reporter training within three months of initial employment and at least every three years thereafter; 2. 105 ILCS 5/24-5(b-4), amended by P.A. 101-81, allowing boards to require new substitute teachers to submit evidence of physical fitness and be subject to additional health examinations/screenings; and 3. Continuous improvement. 	<input type="checkbox"/>
5:250, Leaves of Absence	<p>The policy and footnotes are updated in response to:</p> <ol style="list-style-type: none"> 1. 105 ILCS 5/24-6, amended by P.A. 102-275, permitting eligible school employees to take up to 30 days of paid sick leave for birth, without medical certification, any time within one year following the birth, and for adoption, placement for adoption, or acceptance of a child in need of foster care; and 2. VESSA, 820 ILCS 180/, amended by P.A. 102-487, adding <i>other crimes of violence</i> to its leave protections. <p>The Legal References are updated with a minor style change. The footnotes are also updated in response to 56 Ill.Admin.Code Part 252, implementing the Child Bereavement Leave Act, 820 ILCS 154/, and for continuous improvement.</p>	<input type="checkbox"/>
5:260, Student Teachers	<p>The policy is unchanged. The footnotes are updated in response to 105 ILCS 5/21B-80, amended by P.A. 102-552, and for continuous improvement.</p>	<input type="checkbox"/>
5:330, Sick Days, Vacation, Holidays, and Leaves	<p>The policy and footnotes are updated in response to:</p> <ol style="list-style-type: none"> 1. 105 ILCS 5/24-6, amended by P.A. 102-275, permitting eligible school employees to take up to 30 days of paid sick leave for birth, without medical certification, any time within one year following the birth, and for adoption, placement for adoption, or acceptance of a child in need of foster care; 2. VESSA, 820 ILCS 180/, amended by P.A. 102-487, adding <i>other crimes of violence</i> to the protections of VESSA; 3. 105 ILCS 5/24-2, amended by P.A. 102-15, designating <i>2022 Election Day</i> (11-8-22) as a school holiday; 4. 105 ILCS 5/24-2, amended by P.A.s 102-14 and 102-334, designating <i>Juneteenth</i> (June 19) as a holiday; and 5. Continuous improvement. <p>The footnotes are also updated in response to 56 Ill.Admin.Code Part 252, implementing the Child Bereavement Leave Act, 820 ILCS 154/.</p>	<input type="checkbox"/>

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

6:15, School Accountability	<p>The policy, Legal References, and footnotes are updated in response to 105 ILCS 5/10-17a (school report cards), amended by three different P.A.s as follows:</p> <ol style="list-style-type: none"> 1. P.A. 102-294, eff. 1-1-22 (data on the number of incidents of violence that occurred on school grounds or during school-related activities and that resulted in an out-of-school suspension, expulsion, or removal to an alternative setting); 2. P.A. 102-594, eff. 7-1-22 (the number of teachers who are National Board Certified Teachers, disaggregated by race and ethnicity); and 3. P.A. 102-539 (school report card deliveries delayed until 12-31 in years when the Governor declares a public health emergency). 	<input type="checkbox"/>
6:20, School Year Calendar and Day	<p>The policy is updated with a Legal Reference-only addition of 5 ILCS 490/ State Commemorative Dates Act. Footnotes are updated in response to the following Public Acts that apply to this law and the School Code:</p> <ol style="list-style-type: none"> 1. P.A. 102-411, adding Muhammad Ali's birthday; 2. P.A. 102-588, naming the first full week of April each year as Autism Acceptance Week; 3. P.A.s 102-14, eff. 1-1-22, and 102-334, enacting Juneteenth National Freedom Day on June 19 each year, and note that conflicts related to celebrating Juneteenth when it falls on a Saturday or Sunday exist, e.g., P.A. 102-14 (the controlling Public Act) states "when June nineteenth falls on a Saturday or Sunday, neither the preceding Friday nor the following Monday shall be held or considered as a <i>paid</i> holiday" but contrast P.A. 102-334, stating "when June nineteenth falls on a Sunday, the following Monday shall be held and considered the holiday" (notice the word <i>paid</i> is missing and it does not address when Juneteenth falls on a Saturday whether Friday is the holiday); and 4. 105 ILCS 5/10-20.56, amended by P.A. 102-584, permitting e-learning days to be used when a school is selected as a polling place under the Election Code. <p>Regarding item #3 above, consult the board attorney about whether Juneteenth should be celebrated as an unpaid holiday on either the preceding Friday or the following Monday when it falls on a Saturday or Sunday, respectively, or not at all when it falls on a Saturday.</p>	<input type="checkbox"/>
6:50, School Wellness	<p>The policy, Legal References, and footnotes are updated in response to 105 ILCS 5/2-3.182, added by P.A. 102-359, requiring districts that participate in child nutrition programs, the National School Lunch Program and National School Breakfast Program, the Child and Adult Care Food Program (CACFP), and the Summer Food Service Program (SFSP) to develop a food sharing plan. Legal References are updated with style changes. The footnotes discuss that these plans will depend upon many local factors, not the least of which is the requirement to work with the local health department.</p>	<input type="checkbox"/>

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

6:60, Curriculum Content	<p>The policy, Legal References, Cross References, and footnotes are updated in response to:</p>	<input type="checkbox"/>
	<ol style="list-style-type: none"> 1. The repeal of 105 ILCS 5/27-9.1 and 5/27-9.2, amended by P.A. 102-522, (colloquially referred to as “family life and sex education programs”) and replacement of them with the National Sex Education Standards (NSES) (105 ILCS 5/27-9.1a, added by P.A. 102-522) and a developmentally appropriate consent education curriculum (105 ILCS 5/27-9.1b, added by P.A. 102-522). Boards retain local control to decide if they will (a) offer the new sex education (NSES) and/or developmentally appropriate consent education curriculums, and (b) if they offer one or the other or both, whether they will communicate those choices through their policies. A very lengthy footnote 34 is updated to discuss these options, along with analysis and instruction related to how a board will need to align the accompanying 6:60 suite of materials (see suite 6:60 PRM materials below) to its actual curriculum choices. While the NSES law is effective immediately, no guidance yet exists about whether districts that provide the now-repealed family life and sex education programs formerly in 105 ILCS 5/27-9.1 and 9.2, repealed by P.A. 102-522, may continue to do so for: (a) their 21-22 school years, and/or (b) continuing into the 22-23 school year and subsequent school years. 2. 105 ILCS 5/27-6.3, added by P.A. 102-357, requiring at least 30 minutes daily of supervised, unstructured, child-directed play for students in K through 5; 3. 105 ILCS 5/10-20.73 (final citation pending), 5/10-20.74, and 5/27-22(e) (3.5), added by P.A. 101-654, addressing computer literacy skills; 4. 105 ILCS 5/27-20.08, added by P.A. 102-55, mandating media literacy instruction for grades 9 through 12 beginning in the fall of 2022; 5. 105 ILCS 5/27-20.8, added by P.A. 102-44, requiring coverage of Asian American history, including the history of Asian Americans in Illinois and the Midwest, as well as the contributions of Asian Americans toward advancing civil rights from the 19th century onward, which must include the contributions made by individual Asian Americans in government and the arts, humanities, and sciences, as well as the contributions of Asian American communities to the economic, cultural, social, and political development of the United States); 6. 105 ILCS 5/27-21, amended by P.A. 102-411, requiring instruction on contributions made to society by Americans of different faith practices); and 7. 105 ILCS 5/27-13.2, amended by P.A. 102-195, mandating the dangers of opioid abuse be included within drug and substance abuse education. <p>It is important to spend time and understand the significant changes affecting this policy and the following suite of 6:60 PRM materials (see below) for this Issue. For more information about this policy’s updates, read the Curriculum and Sex Education bundle, above, study the “Yellow Committee Worksheet” changes in the footnotes to this policy available at PRESS Online, and consult the board attorney.</p>	

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

<p>6:60-AP1, Comprehensive Health Education Program</p>	<p>RENUMBERED & REWRITTEN. The procedure is rewritten in response to:</p> <ol style="list-style-type: none"> 1. The repeals of 105 ILCS 5/27-9.1 and 5/27-9.2, and replacement of them with 105 ILCS 5/27-9.1a, added by P.A. 102-522 (See the discussion in item 1 in 6:60, <i>Curriculum Content</i>, above); and 2. 105 ILCS 110/3, amended by P.A. 102-464, expanding education related to tobacco abuse to include e-cigarettes and other vapor devices starting in grade 5. <p>It is important to understand that this procedure lists every topic required in the Comprehensive Health Education Program (CHEP) law, 105 ILCS 110/3, and if another law applies to the topic, that law is cited and the footnotes discuss and analyze both laws.</p> <p><i>Family life</i>, “including evidence-based and medically accurate information regarding sexual abstinence,” remained in the Comprehensive Health Education Program (CHEP) law (105 ILCS 110/3) despite CHEP being amended by P.A. 102-464. Because ISBE has until 8-1-22 to develop its learning standards and resources, at the time of PRESS Issue 108’s publication, no guidance existed about how to align this CHEP requirement with NSES or how to provide it if a board does not implement NSES.</p> <div style="text-align: right;">□</div>
<p>6:60-AP1, E1, Notice to Parents/Guardians of <u>Sexual Abuse and Assault Awareness and Prevention Education; Requests to Examine Materials; Written Objection(s) and/or Opt-outs</u>Students Enrolled in Family Life and Sex Education Class</p>	<p>REWRITTEN, RENUMBERED & RENAMED. The exhibit is rewritten in response to the reasons set forth in 6:60, <i>Curriculum Content</i> and 6:60-AP1, <i>Comprehensive Health Education Program</i>, above. The Written Objection(s) and/or Opt-outs lists all courses or programs that parents/guardians may object to in writing and/or opt their children out of, and it aligns four statutes that now address a district’s responsibility to provide age-appropriate sexual abuse and assault awareness and prevention education programs, notices of that instruction, etc. Those four statutes are:</p> <ol style="list-style-type: none"> 1. 105 ILCS 110/3, addressing age-appropriate sexual abuse and assault awareness and prevention education in all grades); 2. <i>Erin’s Law</i>, 105 ILCS 5/10-23.13, amended by P.A. 102-610 and see policy 4:165, <i>Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors</i>, permitting boards to adopt and implement a policy addressing sexual abuse prevention education for students through grade 5 and their parents/guardians; 3. 105 ILCS 5/27-9.1a(b) and (d), amended by P.A. 102-522, requiring comprehensive personal health and safety and comprehensive sexual health education a/k/a National Sex Education Standards (NSES) and allowing parents/guardians to opt their children out by submitting a request in writing); and 4. 105 ILCS 5/27-13.2, addressing written objections to sexual abuse prevention instruction and notice provisions (minimum five days) for students in grades K through 8. <p>See also the discussions in 6:60, <i>Curriculum Content</i>, and 6:60-AP1, <i>Comprehensive Health Education Program</i>, above.</p> <div style="text-align: right;">□</div>
<p>6:60-AP1, E2, Resources for Biking and Walking Safety Education</p>	<p>RENUMBERED. The exhibit is unchanged and only renumbered in response to the changes in 6:60-AP1, <i>Comprehensive Health Education Program</i> and 6:60-AP1, E1, <i>Notice to Parents/Guardians of Sexual Abuse and Assault Awareness and Prevention Education; Requests to Examine Materials; Written Objection(s) and/or Opt-outs</i>, above.</p> <div style="text-align: right;">□</div>
<p>6:60-AP2, Comprehensive Personal Health and Safety and Sexual Health Education Program (National Sex Education Standards (NSES))</p>	<p>NEW. The procedure is created in response to the repeals of 105 ILCS 5/27-9.1 and 5/27-9.2, and replacement of them with NSES 105 ILCS 5/27-9.1a, added by P.A. 102-522. See also the discussions in 6:60, <i>Curriculum Content</i>, and 6:60-AP1, <i>Comprehensive Health Education Program</i>, above.</p> <div style="text-align: right;">□</div>

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

6:60-AP3, Developmentally Appropriate Consent Education	NEW. The procedure is created in response to the addition of consent education in 105 ILCS 5/27-9.1b, added by P.A. 102-522. See also the discussions in 6:60, <i>Curriculum Content</i> , and 6:60-AP1, <i>Comprehensive Health Education Program</i> , above.	<input type="checkbox"/>
6:100-AP, Dissection of Animals	The procedure is updated in response to 105 ILCS 5/10-22.39, 5/10-27.1A, 5/18-8.15, and 5/27-23.7, amended by P.A. 102-197 (school guidance counselors).	<input type="checkbox"/>
6:120, Education of Children with Disabilities	The policy and footnotes are updated in response to 105 ILCS 5/14-1.02, amended by P.A. 102-172, and for continuous improvement. The Legal References are updated for continuous improvement.	<input type="checkbox"/>
6:130, Program for the Gifted	The policy is unchanged. Footnote 1 is updated in response to 105 ILCS 5/14A-32, amended by P.A.s 101-654 and 102-209, requiring districts to automatically enroll students that meet or exceed State standards in English, math, or science on a State assessment in the next most rigorous level of advanced coursework, beginning in the fall of 2023. Other continuous improvement updates are made to the footnotes.	<input type="checkbox"/>
6:135, Accelerated Placement Program	The policy and footnotes are updated for the reasons stated in 6:130, <i>Program for the Gifted</i> , above.	<input type="checkbox"/>
6:135-AP, Accelerated Placement Program Procedures	The procedure is updated for the reasons stated in 6:130, <i>Program for the Gifted</i> , above, and for continuous improvement.	<input type="checkbox"/>
6:180, Extended Instructional Programs	The policy is updated to clarify that districts may offer programs on anti-bias education and activities to address intergroup conflict resolution. Continuous improvement updates are made to the Legal References and footnotes.	<input type="checkbox"/>
6:220, Bring Your Own Technology (BYOT) Program; Responsible Use and Conduct	The policy and footnotes are updated in response to: 1. Student Online Personal Protection Act, 105 ILCS 85/, implemented by 23 Ill.Admin.Code Part 380; 2. 105 ILCS 5/21B-75, amended by P.A. 102-552; and 3. Continuous improvement.	<input type="checkbox"/>
6:300, Graduation Requirements	The Legal References are updated with the final citation to 105 ILCS 5/22-87, added by P.A. 101-180. The footnotes are updated in response to 105 ILCS 5/27-22(e), amended by P.A.s 101-464, 101-654, 102-366, and 102-551, revising graduation requirements and adding certain options to fulfill those requirements, and for continuous improvement.	<input type="checkbox"/>
6:300-E2, State Law Graduation Requirements	The exhibit is updated for the reasons stated in 6:300, <i>Graduation Requirements</i> , above.	<input type="checkbox"/>
6:300-E3, Form for Exemption from Financial Aid Application Completion	The exhibit is updated with the final citation to 105 ILCS 5/22-87, added by P.A. 101-180. A minor style change is also made.	<input type="checkbox"/>

Revisions to Policies, Administrative Procedures, and Exhibits — continued

6:310, High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students	The policy is unchanged. Footnotes are updated in response to the Dual Credit Quality Act, 110 ILCS 27/, amended by P.A. 102-516, and for continuous improvement.	<input type="checkbox"/>
6:320, High School Credit for Proficiency	The policy is unchanged. Footnotes are updated in response to 105 ILCS 5/27-22, amended by P.A.s 101-654 and 102-366, affecting graduation requirements.	<input type="checkbox"/>
6:340, Student Testing and Assessment Program	The Legal References and footnotes are updated in response to: 1. 105 ILCS 5/2-3.64a-10, added by P.A. 101-654, requiring ISBE to annually assess all public school students entering kindergarten using a common assessment tool, and requiring districts to provide State assessment results/scores to parent/guardians; and 2. Continuous improvement.	<input type="checkbox"/>
7:10, Equal Educational Opportunities	The Legal References and footnote 6 are updated for the reasons stated in 4:150, <i>Facility Management and Building Programs</i> , above. The Cross References are updated for continuous improvement.	<input type="checkbox"/>
7:20, Harassment of Students Prohibited	The Legal References are updated in response to 105 ILCS 5/10-23.13 (<i>Erin's Law</i>), amended by P.A. 102-610, and the General Assembly's focus on resolving Educator Misconduct. The Cross References are updated to include NEW 4:165, <i>Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors</i> . Other continuous improvements are made throughout the Legal References and footnotes.	<input type="checkbox"/>
7:20-AP, Harassment of Students Prohibited	The procedure is updated in response to P.A. 102-197, the school counselor terminology change.	<input type="checkbox"/>
7:30, Student Assignment and Intra-District Transfer	The policy and footnotes are updated in response to a five-year review. Changes to the policy reflect better alignment with the School Code's text, which also aligns with the IASB's 6th Strategic Priority: "Initiate, advocate for, and support efforts to ensure EQUITY, Diversity, Inclusion and Racial Justice within IASB, its membership and PK-12 Schools."	<input type="checkbox"/>
7:50, School Admissions and Student Transfers To and From Non-District Schools	The policy is unchanged. A footnote is updated in response to 105 ILCS 5/14-8.02, amended by P.A. 102-199, eff. 7-1-22, requiring districts to provide a copy of the multidisciplinary conference summary report and recommendations to the Ill. Dept. of Children and Family Services (DCFS)'s Office of Education and Transition Services when a student in the district is in the legal custody of DCFS. Minor changes are made to the Legal References, Cross References, and other footnotes.	<input type="checkbox"/>
7:60, Residence	The policy, Legal References, and footnotes are updated in response to a five-year review and legislative changes. The policy and footnotes are updated in response to 105 ILCS 5/10-22.5a(a-5), amended by P.A. 102-126, providing that military personnel must provide proof that a child will be living within the district within 60 days <u>six months</u> after the date of initial enrollment. The footnotes are also updated in response to 105 ILCS 5/14-1.11 and 14-1.11a, amended by P.A. 102-514.	<input type="checkbox"/>
7:60-AP1, Challenging a Student's Residence Status	The procedure is updated in response to a five-year review.	<input type="checkbox"/>

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

7:60-AP2, E1, Letter of Residence from Landlord in Lieu of Lease	The procedure is updated in response to a five-year review.	<input type="checkbox"/>
7:60-AP2, E2, Letter of Residence to Be Used When the Person Seeking to Enroll a Student Is Living with a District Resident	The procedure is updated in response to a five-year review.	<input type="checkbox"/>
7:60-AP2, E3, Evidence of Non-Parent's Custody, Control, and Responsibility of a Student	The procedure is updated in response to a five-year review.	<input type="checkbox"/>
7:70, Attendance and Truancy	<p>The policy, Legal References, and footnotes are updated. The policy and footnotes are updated in response to:</p> <ol style="list-style-type: none"> 1. 105 ILCS 5/22-90 (final citation pending), added by P.A. 102-157, requiring schools to develop an absenteeism and truancy policy and to annually communicate it to students and parents/guardians; 2. 105 ILCS 5/26-1 and 5/26-2a, amended by P.A.s 102-266 and 102-321, allowing students to be absent for up to five days for mental or behavioral health reasons; 3. 105 ILCS 5/26-1, amended by P.A. 102-406, prohibiting schools from requiring students excused for religious reasons to submit a written excuse after returning to school; and 4. 105 ILCS 5/10-20.73 (final citation pending), added by P.A. 102-471, requiring a written policy related to absences and missed homework/assignments due to a student's pregnancy. <p>Other continuous improvement updates are made to the Legal References and footnotes.</p>	<input type="checkbox"/>
7:80, Release Time for Religious Instruction/Observance	The policy and footnotes are updated in response to 105 ILCS 5/26-1, amended by P.A. 102-406. The Legal References and footnotes are updated for continuous improvement.	<input type="checkbox"/>
7:150, Agency and Police Interviews	The policy is updated in response to P.A. 102-197, the school counselor terminology change. The Legal References and footnotes are updated to incorporate a final citation to 105 ILCS 5/22-88. Other continuous improvements are made to the footnotes.	<input type="checkbox"/>
7:160, Student Appearance	The policy, Legal References, Cross References, and footnotes are updated in response to 105 ILCS 5/10-22.25b, amended by P.A. 102-360, eff. 1-1-22 (<i>Jett Hawkins Law</i>). The law requires schools to provide proof of compliance for ISBE recognition pursuant to 105 ILCS 5/2-3.25, and this policy's second sentence does that. ISBE will have resource materials on its website by 7-1-22. An option in the footnotes allows a board to expand the <i>Jett Hawkins Law's</i> protections to include those listed in policy 7:10, <i>Equal Educational Opportunities</i> . It also includes instructions to ensure that if a board uses that option, it must align with text for policy 7:165, <i>School Uniforms</i> , below.	<input type="checkbox"/>
7:165, School Uniforms	The policy, Legal References, and footnotes are updated for the same reasons and with the same options as discussed above in 7:160, <i>Student Appearance</i> , above.	<input type="checkbox"/>

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

7:180, Prevention of and Response to Bullying, Intimidation, and Harassment	<p>The policy, Legal References, and footnotes are updated in response to:</p> <ol style="list-style-type: none"> 1. 105 ILCS 5/27-23.7(b), amended by P.A. 102-241, adding “increase student accountability if the incident of bullying is based on religion, race, ethnicity, or any other category that is identified in the Ill. Human Rights Act” to list of restorative measures; 2. 105 ILCS 5/27-23.7(b), amended by P.A. 102-197 (school guidance counselors); 3. 105 ILCS 5/2-3-1765/2-3.180 and 3.181, added by P.A. 101-438 and renumbered by P.A. 102-558, addressing potential grants related to interventions to address bullying; 4. Guidance by ISBE related to reviews and re-evaluations in the years that they are due and that submission is due to ISBE by September 30; and 5. Other continuous improvements suggested by the PAB. <p>PRESS Editors and ISBE’s Student Care Dept. collaborated on these updates. Bullying prevention policies were due to ISBE on 9-30-21 via the IWAS system. Districts that have not submitted should do so now. ISBE is reviewing policies to ensure compliance with 105 ILCS 5/27-23.7 and is notifying boards of any related concerns. Once a policy is approved, the IWAS system will be locked and no changes can be made. ISBE encourages districts to make updates based on this PRESS issue and plans to unlock the IWAS system to allow for resubmission of policies in Spring 2022.</p>
7:190, Student Behavior	<p>The policy, Legal References, Cross References, and footnotes are updated for continuous improvement. Footnote 3 is updated in response to the U.S. Supreme Court’s 2021 decision in <u>Mahanoy Area Sch. Dist. v. B.L.</u>, about disciplining a student for off-campus misconduct.</p>
7:190-AP3, Guidelines for Reciprocal Reporting of Criminal Offenses Committed by Students.	<p>The procedure is updated in response to P.A. 102-197, the school counselor terminology change, and for continuous improvement.</p>
7:190-AP4, Use of Isolated Time Out, Time Out, and Physical Restraint	<p>The procedure is updated in response to 105 ILCS 5/10-20.33, amended by P.A. 102-339, and revisions to 23 Ill.Admin.Code §1.285 (limiting and/or prohibiting the use of time out, isolated time out, and restraint).</p>
7:190-AP5, Student Handbook – Electronic Devices	<p>The procedure is updated in response to:</p> <ol style="list-style-type: none"> 1. Continuous improvements to provide text and options to align with reality in students’ use of cell phones during the school day, especially when the board has deleted the out-of-sight limitation from policy 7:190, <i>Student Behavior</i>; and 2. Clarifications to the footnote explaining sexting definitions.
7:190-AP6, Guidelines for Investigating Sexting Allegations	<p>The procedure is updated in response to:</p> <ol style="list-style-type: none"> 1. 105 ILCS 5/21B-75, amended by P.A. 102-552, clarifying school personnel who willfully fail to report child abuse or neglect may be guilty of a Class A misdemeanor (325 ILCS 5/4) and face suspension or revocation of their licenses, endorsements, or approvals; and 2. Continuous improvement; to align with the IASB’s 6th Strategic Priority: “Initiate, advocate for, and support efforts to ensure EQUITY, Diversity, Inclusion and Racial Justice within IASB, its membership and PK-12 Schools,” we added a footnote discussing that 705 ILCS 405/3-40(a) assumes sex is binary and does not address transgender females or individuals who identify as nonbinary.

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

7:190-E1, Aggressive Behavior Reporting Letter and Form	The exhibit is updated in response to a five-year review.	<input type="checkbox"/>
7:190-E2, Student Handbook Checklist	<p>The exhibit is updated in response to:</p> <ol style="list-style-type: none"> 105 ILCS 5/10-23.13 (<i>Erin's Law</i>), amended by P.A. 102-610; 105 ILCS 5/10-20.75, added by P.A. 102-416, requiring districts to add certain suicide prevention hotline information to student handbooks; Election Code, 10 ILCS 5/1A-60, added by P.A. 102-15, requiring high schools to provide students with a document developed by ISBE explaining the process to register to vote; P.A. 102-197, the school counselor terminology change; and Other continuous improvement. 	<input type="checkbox"/>
7:190-E3, Memorandum of Understanding	<p>The Legal References are updated for continuous improvement. The exhibit and footnotes are updated in response to:</p> <ol style="list-style-type: none"> Juvenile Court Act of 1987, 705 ILCS 405/5-401.6, and Code of Criminal Procedure of 1963, 725 ILCS 5/103-2.2, added by P.A. 102-101, prohibiting law enforcement and juvenile officers from lying to minors suspected of a crime during interrogations; 105 ILCS 5/27-23.7, amended by P.A. 102-241, expanding the definition of <i>restorative measures</i> to include those that increase student accountability if a bullying incident is based on religion, race, ethnicity, or any other category identified in the IHRA; and Other continuous improvements. 	<input type="checkbox"/>
7:190-E4, Acknowledgement of Receiving Student Behavior Policy and Student Conduct Code	The exhibit is updated in response to a five-year review.	<input type="checkbox"/>
7:200, Suspension Procedures	The policy, Legal References, and footnotes are updated in response to 105 ILCS 5/10-22.6(c), amended by P.A. 102-539, and for continuous improvement.	<input type="checkbox"/>
7:200-E1, Short Term Out-of-School Suspension (1-3 Days) Reporting Form	The exhibit is updated in response to a five-year review.	<input type="checkbox"/>
7:200-E2, Long Term Out-of-School Suspension (4-10 Days) Reporting Form	The exhibit is updated in response to a five-year review.	<input type="checkbox"/>
7:210, Expulsion Procedures	The policy and footnotes are updated in response to 105 ILCS 5/10-22.6(c), amended by P.A. 102-539. Other continuous improvement updates are made to the policy, Legal References, and footnotes.	<input type="checkbox"/>
7:210-E1, Notice of Expulsion Hearing	The exhibit is updated in response to a five-year review.	<input type="checkbox"/>
7:240, Conduct Code for Participants in Extracurricular Activities	The policy, Legal Updates, and footnotes are updated in response to the U.S. Supreme Court's 2021 decision in <u>Mahanoy Area Sch. Dist. v. B.L.</u> , and for continuous improvement.	<input type="checkbox"/>

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

7:240-AP1, Code of Conduct for Extracurricular Activities	The procedure and footnote 1 are updated for the reasons stated in 7:240, <i>Conduct Code for Participants in Extracurricular Activities</i> , above.	<input type="checkbox"/>
7:250, Student Support Services	The policy, Legal References, and footnotes are updated in response to <i>Erin's Law</i> , 105 ILCS 5/10-23.13(b)(2), (3), and (5), amended by P.A. 102-610. The policy includes a new <i>Erin's Law Counseling Options, Assistance, and Intervention</i> subhead. The footnotes are also updated in response to 105 ILCS 5/22-90 (final citation pending), added by P.A. 102-327, defining <i>school guidance counselors</i> , and for continuous improvement. The Legal References are also updated with a citation to 105 ILCS 21B-25 (school support personnel license endorsements) and to delete 105 ILCS 5/10-20.58, which applies to content not in this policy.	<input type="checkbox"/>
7:250-AP2, Protocol for Responding to Students with Social, Emotional, or Mental Health Needs	The procedure is updated for the reason stated for the policy in 7:250, <i>Student Support Services</i> , and for continuous improvement. The procedure includes a new <i>Erin's Law Counseling Options, Assistance, and Intervention</i> subhead.	<input type="checkbox"/>
7:260, Exemption from Physical Education	The policy and footnotes are updated in response to 105 ILCS 5/27-6(b-5), added by P.A. 102-405, requiring districts to excuse students from physical activity in P.E. during a period of religious fasting, upon written notice from the parent/guardian. The footnotes are also updated for continuous improvement.	<input type="checkbox"/>
7:280-E2, Reporting and Exclusion Requirements for Common Communicable Diseases	The exhibit is updated in response to 77 Ill.Admin.Code §690.361, adding certain respiratory syndromes, including COVID-19, to the group of communicable diseases that must be immediately reported to the local health department. Continuous improvement updates are also made to the exhibit.	<input type="checkbox"/>
7:290, Suicide and Depression Awareness and Prevention	The policy, Legal References, and footnotes are updated in response to: <ol style="list-style-type: none"> 1. 105 ILCS 5/2-3.166(c)(4), amended by P.A. 102-267, eff. 7-1-22, adding seven categories of students who may be identified as being at increased risk of suicide; and 2. 105 ILCS 5/10-20.73 (final citation pending), and 5/10-20.75 (final citation pending), added by P.A.s 102-134 and 102-416 respectively, requiring: (a) district-issued ID cards for students, and information on districts' websites) (P.A. 102-134); and (b) districts to insert either the Safe2Help Illinois helpline or a local suicide prevention hotline on ID cards, contacts to identify each helpline that may be contacted through text messaging, and the same information in student handbooks and planners (if a student planner is custom printed by a district or its schools for distribution to students in any of grades 6 through 12) (P.A. 102-416). 	<input type="checkbox"/>
7:290-AP, Resource Guide for Implementation of Suicide and Depression Awareness and Prevention Program	The procedure is updated for the reasons stated in 7:290, <i>Suicide and Depression Awareness and Prevention</i> , above.	<input type="checkbox"/>
7:310, Restrictions on Publications; Elementary Schools	The policy, Legal References, and footnotes are updated in response to a five-year review.	<input type="checkbox"/>

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

7:310-AP, Guidelines for Student Distribution of Non-School Sponsored Publications; Elementary Schools	The procedure is updated for continuous improvement and to align with discussion in the footnotes to policy 7:310, <i>Restrictions on Publications; Elementary Schools</i> .	<input type="checkbox"/>
7:315, Restrictions on Publications; High Schools	The policy, Legal References, and footnotes are updated in response to feedback from the Student Law Press Center, a national non-profit student journalist advocacy group, and from Ill. Council of School Attorneys (ICSA) members. New options for boards that want to allow greater flexibility for student journalists and/or to require student media advisers to provide written justification to students when limiting their material for the reasons permitted by the Speech Rights of Student Journalists Act, 105 ILCS 80/, are found in footnotes 5 and 9, respectively. A new option for listing of policies that may not be violated is found in footnote 8. Other continuous improvements are also made throughout the policy and footnotes.	<input type="checkbox"/>
7:315-AP, Guidelines for Student Distribution of Non-School Sponsored Publications; High Schools	The procedure is updated for the reasons stated in 7:315, <i>Restrictions on Publications; High Schools</i> , above and for continuous improvement.	<input type="checkbox"/>
7:340, Student Records	The policy, Legal References, and footnotes are updated. The policy is updated in response to feedback from the PAB and 705 ILCS 405/5-905, amended by P.A. 98-61, increasing the age of delinquent minors to minors arrested or taken into custody before their 18th (formerly 17th) birthday. The Legal References are updated for continuous improvement. The footnotes are updated in response to 105 ILCS 10/6(a)(13), added by P.A. 102-557, permitting high school districts and their feeder elementary districts to enter into intergovernmental agreements to share student records and information, and for continuous improvement.	<input type="checkbox"/>
7:340-AP1, School Student Records	The procedure is updated for the reasons stated in 7:340, <i>Student Records</i> . A new option in footnote 3 provides alternative language if a district uses a single district-level records custodian, rather than designating the building principal as the records custodian for each school.	<input type="checkbox"/>
7:340-AP1, E1, Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records	The exhibit is updated in response to 105 ILCS 10/6(a)(13), added by P.A. 102-557, PAB feedback, and for continuous improvement.	<input type="checkbox"/>
7:345, Use of Educational Technologies; Student Data Privacy and Security	The Legal References and footnotes are updated in response to 23 Ill. Admin. Code Part 380, implementing the Student Online Personal Protection Act, 105 ILCS 85/. The footnotes are also updated in response to 105 ILCS 5/10-20.74, added by P.A. 101-654, requiring districts to submit to ISBE an annual report about their educational technology capacity and policies, and for continuous improvement.	<input type="checkbox"/>
7:345-AP, Use of Educational Technologies; Student Data Privacy and Security	The procedure is updated for the reasons stated in 7:345, <i>Use of Educational Technologies; Student Data Privacy and Security</i> , above.	<input type="checkbox"/>

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

7:345-AP, E4, Notice of Parent Rights Regarding Student Covered Information	The procedure is updated in response to 23 Ill. Admin. Code Part 380, implementing the Student Online Personal Protection Act, 105 ILCS 85/.	<input type="checkbox"/>
7:345-AP, E5, Parent Request Form for Student Covered Information	NEW. The exhibit is created for the reason stated in 7:345-AP, E4, <i>Notice of Parent Rights Regarding Student Covered Information</i> .	<input type="checkbox"/>
7:345-AP, E6, Parent Request Form for Correction of Student Covered Information	NEW. The exhibit is created for the reason stated in 7:345-AP, E4, <i>Notice of Parent Rights Regarding Student Covered Information</i> .	<input type="checkbox"/>
8:70, Accommodating Individuals with Disabilities	The policy is unchanged. The Cross References are updated for continuous improvement. Footnote 2 is updated in response to 105 ILCS 5/10-20.75 (final citation pending), added by P.A. 103-238, eff. 8-1-22, requiring districts to ensure its Internet websites or web services comply with <i>Level AA of the Web Content Accessibility Guidelines 2.1</i> or any revised version of the guidelines, and for continuous improvement.	<input type="checkbox"/>
8:95-AP, Parental Involvement	The procedure is updated in response to 105 ILCS 5/27-9.1a(d), added by P.A. 102-522, allowing parents/guardians to opt-out their children from NSES classes or courses, and 105 ILCS 5/27-9.1a(e), added by P.A. 102-522, giving parents/guardians the right to review instructional materials to be used in NSES classes or courses.	<input type="checkbox"/>
8:100, Relations with Other Organizations and Agencies	The policy is unchanged. Continuous improvements are made to the footnotes in response to a five-year review. A new Cross Reference to 4:180, <i>Pandemic Preparedness; Management; and Recovery</i> , is added.	<input type="checkbox"/>

Pearl City School District 200

School Board

Public Participation at School Board Meetings and Petitions to the Board

For an overall minimum of 30 minutes during each regular and special open meeting, any person may comment to or ask questions of the School Board (*public participation*), subject to the reasonable constraints established and recorded in this policy's guidelines below. During public participation, there will be a 20-minute minimum total length of time for any one subject. When public participation takes less time than these minimums, it shall end.

To preserve sufficient time for the Board to conduct its business, any person appearing before the Board is expected to follow these guidelines:

1. Address the Board only at the appropriate time as indicated on the agenda and when recognized by the Board President.
2. Identify oneself and be brief. Ordinarily, the time for any one person to address the Board during public participation shall be limited to ~~five~~ **two** minutes. In unusual circumstances, and when an individual has made a request to speak for a longer period of time, the person may be allowed to speak for more than five minutes.
3. Observe, when necessary and appropriate, the:
 - a. Shortening of the time for each person to address the Board during public participation to conserve time and give the maximum number of people an opportunity to speak;
 - b. Expansion of the overall minimum of 30 minutes for public participation and/or the 20-minute minimum total length of time for any one subject; and/or
 - c. Determination of procedural matters regarding public participation not otherwise covered in Board policy.
4. Conduct oneself with respect and civility toward others and otherwise abide by Board policy 8:30, *Visitors to and Conduct on School Property*.

Petitions or written correspondence to the Board shall be presented to the Board in the next regular Board packet.

LEGAL REF.: 5 ILCS 120/2.06, Open Meetings Act.
105 ILCS 5/10-6 and 5/10-16.

CROSS REF.: 2:220 (School Board Meeting Procedure), 8:10 (Connection with the Community),
8:30 (Visitors to and Conduct on School Property)