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 THOMAS M. HARTWELL
 CIRCUIT COURT CLERK
 KANE COUNTY, IL

IN THE CIRCUIT COURT FOR THE SIXTEENTH JUDICIAL DISTRICT
 KANE COUNTY, ILLINOIS

MOOSEHEART CHILD CITY & SCHOOL, INC.,)
)
)
 Plaintiff,)
)
 v.)
)
 ILLINOIS HIGH SCHOOL ASSOCIATION,)
)
 Defendant.)

Case No. 12 MR 661

David Akemann

VERIFIED COMPLAINT

NOTICE
 ORDER OF COURT THIS CASE IS HEREBY
 SET FOR CASE MANAGEMENT CONFERENCE
 BEFORE THE ABOVE NAMED JUDGE
 ON MAR 20 2013
 AT 9:00 P.M.
 FAILURE TO APPEAR MAY RESULT IN THE
 CASE BEING DISMISSED OR AN ORDER OF
 DEFAULT BEING ENTERED.

Mooseheart Child City & School, Inc. ("Mooseheart" or "Plaintiff"), by its
 attorney, brings this action for declaratory and injunctive relief against Defendant Illinois High
 School Association ("IHSA" or "Defendant") and states as follows:

NATURE OF THE CASE

1. This is an action to enjoin the IHSA from irreparably harming Mooseheart at the behest of its basketball archrival by, in mid-season, stripping Mooseheart of its three African students on the eve of its game with that archrival without providing Mooseheart its fundamental, constitutional right to a fair hearing before the full injury is suffered.
2. For a century, Mooseheart has built its reputation by saving the lives of more than 12,000 children rejected by society, embracing them into its nurturing educational community on the banks of the Fox River. Mooseheart literally provides and becomes the de-facto family for these children, raising and educating them through age 19. Extra-curricular participation for and on behalf of the Mooseheart family, especially for its foreign-borne children, is a critical part of this extraordinary educational process, with a full 83% of its high school students brandishing the Mooseheart colors in interscholastic athletics.
3. Mooseheart welcomed four freshman African boys to its family in May of

2011, and sought a definitive declaration from the IHSA as to their eligibility to participate in interscholastic sports. According to that declaration, after the four boys sat out their sophomore year (2011-2012), they would be eligible to play for Mooseheart this year (2012-2013). Mooseheart complied and in reliance on that declaration began to make arrangements for a special season for the Mooseheart basketball team. As the time the African students would become eligible got closer, in secret, Mooseheart's archrival, Hinckley-Big Rock, approached the IHSA essentially requesting that it find a way to prevent the three African students who wanted to play basketball from competing. Sometime in 2011 or 2012, the IHSA commenced a secret investigation of Mooseheart. Under the guise of gathering information for a nationwide study "of students attending high schools across the country with F1 Visas," the IHSA sought information from Mooseheart for use against Mooseheart and the three African students. The IHSA demanded more and more information about Mooseheart and its minor, foreign students over the summer of 2012, falsely representing three times there was no investigation by the IHSA of Mooseheart. The IHSA wrote: "[w]hile I am asking questions relative to foreign students at your school, I would not say that the school is itself under investigation."

4. With the basketball season beginning, and after the fourth African student had crowned a full IHSA season of cross country competition with an IHSA Championship medal, the IHSA delivered to Mooseheart a four page "report . . . concerning [its] investigation" giving Mooseheart just eight days to make a "written response." Surprised and stunned, Mooseheart scrambled and submitted a 13-page written response plus 37 pages of sworn affidavits completely refuting the "report" at 4:30 PM one evening. By 9:00 AM the next day, the IHSA's Executive Director had "considered" everything and was ready to decide. Later, the Executive Director let slip that Hinckley-Big Rock spawned the entire, secret IHSA investigation.

5. The Mooseheart team is in mid-season, with the African students having played four games. Late last Thursday, just six days before the Hinckley-Big Rock game, the Executive Director declared the African students permanently ineligible and promised more sanctions against Mooseheart. Dismissing uncontroverted sworn testimony as “not credible,” the Executive Director instead built a subjective pyramid out of what “any reasonable person would have to conclude” and what “should have been abundantly clear . . . [to] everyone” to reach the preordained conclusion that Mooseheart acted “for athletic purposes” and was in the business of “seeking out athletes, and basketball players in particular.” But the record is indisputable with respect to the communication by which the four Africans came to Mooseheart: “Mr. Ahrens [of Mooseheart] said Mooseheart would be willing to accept boys or girls, and would accept them whether or not they were athletes.” (Aff. of Mark Adams, Ex. A hereto, ¶ 9; Aff. of Ron Ahrens, Ex. B hereto, ¶ 19). In short, the unblemished facts--and 100 years of history--prove nothing about Mooseheart’s conduct is being motivated by athletics.

6. Rather than consider the sworn evidence, the Executive Director instead looked to three unverified newspaper articles (pure hearsay and more than a year old), two of which were published months *before* July 12, 2011, the date on which the Executive Director first proclaimed the African Students would be eligible as of this August. Two of the three articles make no mention of either Mooseheart or the African students; the article that *does* mention and relate to them includes the following truth: “‘It’s not about athletics,’ [Mooseheart] Executive Director Scott D. Hart said. ‘This is an opportunity to change the world one kid at a time.’” This is just what Mooseheart has been telling the IHSA investigator and the Executive Director.

7. Mooseheart has exercised its fundamental right under IHSA Constitution to demand a fair hearing of this outrage but no such hearing has been provided. Not surprisingly,

the next scheduled hearing occurs December 10, 2012, five days *after* the long-awaited game.

THE PARTIES

8. Mooseheart is a registered Section 501(c)(3) charity. The Mooseheart motto is **ENTER TO LEARN. LEARN TO SERVE.** In 2011, Mooseheart admitted and assumed responsibility for raising four minor boys from the Sudan: Mangisto Deng, Makur Puou, Akim Nyang and Wal Khat (the “African Students”). Mooseheart is a member institution of the IHSA.

9. The IHSA is a voluntary association of secondary schools, including schools located in Kane County, and is an Illinois resident. The “IHSA believes integrity and honesty are non-negotiable.” The IHSA’s Constitution, Mission Statement and By-laws constitute a legally binding contract among the IHSA and its members. (Attached as Group Exhibit C are copies of the relevant portions of the IHSA 2012-2013 Handbook.)

VENUE

10. Venue is proper in this Court as the cause of action accrued in substantial part in Kane County, Illinois.

FACTS

11. Mooseheart is no boarding school, but rather a home, a life, a family and a community for children who in most instances have none. Since its dedication in 1913, Mooseheart has embraced over 12,000 broken children, providing for them all familial needs and nurturing them into self-sustaining, responsible adults. (Aff. of Scott Hart, Ex. D hereto, ¶¶ 5-7.)

12. Children come to Mooseheart in all sizes, shapes, colors and conditions. They find their way to Mooseheart through hundreds of organizations such as Boys and Girls Hope, Hesed House Homeless Shelter and Milton Hershey School to such institutions as North Shore Country Day School. Mooseheart currently has children born in Mexico, Canada, Sudan, the Democratic Republic of Congo, Nigeria, Ghana, Liberia and Sierra Leone.

13. Each Mooseheart home is manned by Family Teachers--who act as parents--and a group of siblings; a complete family setting is assembled around each child. Mooseheart provides a full life for its children, including caring for their medical, physical, spiritual and emotional needs 24 hours a day, 365 days a year. Mooseheart charges no one for this.

14. Participation in Mooseheart activities outside the classroom plays a most profound role in Mooseheart's extraordinary educational program because of the circumstances under which the children come to Mooseheart. In addition to enabling the child to assimilate and find an identity in his or her new Mooseheart family, such participation extends the support infrastructure of that "family" to an additional Mooseheart team. The predominant extracurricular activity for Mooseheart children is interscholastic athletics.

15. In its 100 year history, Mooseheart has never won an IHSA state championship or been a state finalist in any IHSA team sport. The Mooseheart basketball team has won half of the games it has played so far this year with the three African Students on the team.

Mooseheart's Contact With The Sudan

16. The Sudan is an African country plagued by war, civil unrest and great poverty. Manute Bol was born in the Sudan, and he came to the United States where he played basketball in the NBA. On information and belief, Mr. Bol sent more than \$3.5 million of his earnings back to the Sudan to help his fellow tribesmen, and died with few assets.

17. Mr. Bol became familiar with the work of Loyal Order of the Moose, admired it and became a member of Chicopee Falls, MA Moose Lodge Chapter No. 1849. He later traveled to Mooseheart and gave an inspirational speech to the Mooseheart family. He told them that "[i]f I stayed in the Sudan, I'd probably be dead." As to the current Sudanese children, he said: "[t]he kids in Africa, they have no shoes, no clothes and no food, They have no

chance at an education. Here in America you get all that provided for you--all you have to do is go to school and work hard." Mr. Bol left a deep impression on the Mooseheart administration, including Ron Ahrens, who had spent 13 years at Fr. Flanagan's Boys Home in Omaha before coming to Mooseheart in 1999.

18. In 2009, Mr. Ahrens and his wife took a mission trip to Tanzania to work in African orphanages. Upon returning to Mooseheart, Mr. Ahrens decided to try to enable Mooseheart to help African children, especially those from the Sudan due to the relationship of Manute Bol to the Loyal Order of the Moose. (Ahrens Aff., Ex. B, ¶¶ 12-13.)

19. Searching for Sudanese students in need of help, Mr. Ahrens made several calls including to a Sudanese government office, a Sudanese gentleman who was the head of the Omaha public library system, and two different Sudanese community action or support organizations. (*Id.*) These calls produced no results.

20. Mr. Ahrens then happened upon an article in an Omaha newspaper about two Sudanese boys at an Omaha Catholic high school. According to that article, an organization known as the A-HOPE Foundation ("A-HOPE") had helped the boys, and Mr. Ahrens sought to learn more about that organization. What struck Mr. Ahrens most about A-HOPE was that portion of the mission statement by its founder, Mark Adams, that "once their education is complete in the United States, these students will return to their country of origin to help improve the social and economic well-being of that country." To Mr. Ahrens those words echoed Mooseheart's mission statement and Mr. Bol's inspirational speech.

21. Scott Hart, the Executive Director of Mooseheart, authorized Mr. Ahrens to reach out to A-HOPE. In January 2010, Mr. Ahrens left voicemail at a phone number he understood was that of A-HOPE, but as with his other calls, Mr. Ahrens received no response,

and he gave up on A-HOPE. (*Id.* at ¶ 15.)

22. In May of 2010, Mr. Ahrens received a call from Mark Adams, the founder of A-HOPE. Mr. Adams described a high school senior-to-be named Deng Agouc who was losing his scholarship at a school in Nebraska and was confronted with the prospect of returning to the Sudan without completing his high school education. Mr. Adams wanted to know if Mooseheart could help Deng Agouc. Mr. Ahrens explained to Mr. Adams that although Mooseheart would likely consider Deng Agouc for admission and ensure he graduated from high school, he might not be able to play basketball for Mooseheart the next year due to IHSA rules. (*Id.* at ¶ 17).

23. Deng Agouc was admitted to Mooseheart. (Hart Aff., Ex. D hereto, ¶ 31.) Mooseheart requested from the IHSA an eligibility ruling with respect to Agouc. The constitutionally-mandated IHSA due process hearing was convened before IHSA Board of Directors. At that hearing, the nature of A-HOPE, and its role in Agouc's transfer to Mooseheart, was fully explored. (Ahrens Aff., Ex. B, ¶ 18). The IHSA declared Agouc would become fully eligible to compete on "March 20, 2011" (after a period of one year.)

24. In its ruling the IHSA Board stated Deng Agouc "came to Mooseheart as a result of a direct contact by Mark Adams, the President of the A-HOPE Foundation, to Ron Ahrens, Mooseheart's basketball coach." (Mr. Ahrens is also Mooseheart's Director of Residential Living.) The entire web-site of A-HOPE has not changed in any way (no new information has been added), since when the IHSA first looked into A-HOPE in 2010.

25. Although Deng Agouc never played interscholastic basketball for Mooseheart, Deng Agouc has completed his high school education and received a high school diploma from Mooseheart. He now attends college in the United States.

26. Sometime in late 2010, Mark Adams telephoned Mr. Ahrens and asked Mr.

Ahrens if Mooseheart might be willing to consider other Sudanese students for admission.

According to the sworn accounts of that conversation by both participants:

Mr. Ahrens said he believed Mooseheart likely would. Mr. Ahrens stated that Mooseheart would be willing to accept either boys or girls, and would accept them whether or not they were athletes. . . .

In answer to his question, I said I believed Mooseheart would. I also told Mr. Adams that Mooseheart was willing to accept boys or girls, and that Mooseheart would accept them whether or not they were athletes.

(Ahrens Aff., Ex. B, ¶¶ 9, 19).

27. Thereafter, Mr. Adams caused the African Students to apply to Mooseheart. All were admitted at a meeting of the five-person Mooseheart Admissions Committee. Mooseheart provided the Executive Director with four different sworn affidavits confirming that “athletic ability . . . was not a factor considered by the Admissions Committee.” (See Hart Aff., Ex. D, ¶ 32; Ahrens Aff., Ex. B, ¶ 22; Aff. of Gary Urwiler, Ex. E hereto, ¶ 19.)

28. Each of the African Students was placed in a separate Mooseheart family home. Life at Mooseheart was very different from anything the African Students had known. After his first night in his new home, Wal Khat rose early the next day intending to go down to the lake to draw water for the day for his Mooseheart family.

29. The African Students have been members and integral parts of the Mooseheart family for more than a year. They have assimilated well and are adored by the younger children. The African Students are humble, model children and have demonstrated a profound sense of gratitude to the Moose fraternity for what they have been provided. (Hart Aff., Ex. D, ¶ 35). A stain on the African Students or Mooseheart stains the entire Mooseheart family.

The IHSA Processes The African Students

30. On June 14, 2011, Mooseheart in writing sought a definitive eligibility determination from the IHSA with respect to the African Students. On July 12, 2011, just as in

the Deng Agouc situation, the IHSA declared that the African Students would be eligible for interscholastic sports after one year (the “July 2011 Proclamation”).

31. In good faith reliance upon the July 2011 Proclamation, Mooseheart caused each of the African Students to dutifully serve a year of ineligibility for the entire 2011-2012 school term, and began to make special plans for the 2012-2013 basketball season. Just three of the four African Students are on the basketball team. The fourth African Student, Wal Khat, does not play basketball at all.

32. Near the end of the 2011-2012 school year, just as the African Students were about to become eligible, IHSA investigator Kurt Gibson began contacting Mooseheart requesting information about its foreign students under the auspices of a purported nationwide study of “the rise of students attending high schools across the country with F-1 Visas.” Buried in the middle of a list sent by Mr. Gibson were demands for written clarification how *all* F1 Visa students at Mooseheart “came to the attention of your school” and “fit into the mission of your school.” Mooseheart provided information in response to Mr. Gibson’s requests.

33. Apparently unhappy with the results, Mr. Gibson propounded more and more requests for information from Mooseheart, purportedly as a part of the “F1 Visa” study. Mooseheart asked Mr. Gibson on two separate occasions, including most recently at the end of August 2012 whether “Mooseheart was under investigation for any reason.” In both instances, Mr. Gibson said “Mooseheart was not under investigation and that he was attempting to gather information for Dr. Hickman [the Executive Director] about the issue of F-1 student visas.” (Urwiler Aff., Ex. E, ¶¶ 26 -27.) Mr. Gibson wrote: “While I am asking questions relative to foreign students at your school, I would not say that your school is under an investigation.”

34. Mooseheart in good faith relied upon the truth of Mr. Gibson’s statements and

continued to provide more and more information, which only led to more requests. By September 2012, the "F1 Visa" study was extending back to 11 years of Mooseheart children.

35. After sitting out the entire 2011-2012 year, the fourth African student, Wal Khat proudly began wearing the Mooseheart colors in IHSA-sanctioned interscholastic cross country meets in August 2012. In early November 2012, Wal Khat competed in the State Championship administered by the IHSA and was awarded a championship medal by the IHSA for his 24th Place finish.

36. Under the IHSA calendar, the first practice date for boys basketball tryouts this year was November 5, 2012. That day, Mr. Gibson sent a letter to Mooseheart announcing for the first time he had been conducting an "investigation into the eligibility of" the African Students. Mr. Gibson proceeded to lay out four pages of erroneous points described as a "report I am preparing to give IHSA Executive Director Dr. Marty Hickman." Mr. Gibson gave Mooseheart just eight days to respond "[i]f this report is in any way inaccurate."

37. Mooseheart was stunned and appalled. At enormous expense, Mooseheart amassed six sworn statements--totaling 37 pages in length--as well as preparing a 13-page written response specifically refuting virtually everything in Mr. Gibson's "report."

38. The stack of factually-dense materials was submitted electronically by Mooseheart to the Executive Director at approximately 4:30 PM. By 9:00 AM the next morning, the Executive Director announced that he had "considered" everything and was poised to decide.

39. The timing of the stealth "investigation" and surprise "report" was such that Mooseheart would not receive its fundamental right to a hearing before a scheduled meeting of the IHSA Board of Directors until December 10, 2012, five days after the long-scheduled Hinckley-Big Rock game.

The Hinckley-Big Rock High School Connection

40. With nine returning senior basketball players, Hinckley-Big Rock High School--Mooseheart's basketball archrival--has high aspirations of winning the Class 1A Boys Basketball Championship. Mooseheart competes in that same Class. The once-in-a-lifetime regular season basketball game between Mooseheart and Hinckley-Big Rock is slated for this Wednesday, December 5, 2012, and has been scheduled for about one year.

41. In the colloquy that followed Mooseheart's submission of its evidence to the Kurt Gibson, the Executive Director asked a question Mr. Ahrens directly. The Executive Director did so in the presence of six witnesses. The Executive Director asked Mr. Ahrens how he thought the Mooseheart basketball team would fare this season in its conference. As Mr. Ahrens was answering, the Executive Director interrupted and demanded to know specifically how Mr. Ahrens thought Mooseheart would do against Hinckley-Big Rock with the three African Students. Mr. Hart interjected to ask why the Executive Director was asking in particular about Hinckley-Big Rock when that school was not in Mooseheart's conference. The Executive Director became short, and stated that it was Hinckley-Big Rock that had complained to the IHSA about Mooseheart to commence the "investigation."

42. Mooseheart has learned through the Athletic Director at another IHSA institution that conversations occurred between Kurt Gibson and the Hinckley-Big Rock basketball coach, Bill Sambrookes, about the IHSA's investigation of Mooseheart before the November 5, 2012 letter revealing the "investigation." (At that time, Mooseheart had no idea any such investigation was taking place.) As relayed to Mooseheart, Mr. Gibson told Mr. Sambrookes the eligibility of the African Students was still in question.

The Executive Director's Announcement

43. Late on November 29, 2012, the Executive Director declared the African

Students permanently ineligible (the “November 29 Announcement”). The November 29 Announcement also stated that “[t]he issue of sanctions relative to Mooseheart High School and its personnel will be addressed in separate correspondence.” No such separate correspondence has been provided.

44. In the November 29 Announcement, the Executive Director announced that the actions of Mooseheart were counter to By-Laws 3.071 and 3.073. But both of those By-Laws apply only if Mooseheart’s actions with respect to the African Students were “for athletic purposes” and “for the purpose of participating in athletics” respectively.

45. The uncontroverted sworn evidence of every Mooseheart witness (and even the Executive Director’s newspaper article) directly debunk any such position. The Executive Director disregarded sworn affidavits in favor of his subjective belief of what “any reasonable person would have concluded” with respect to A-HOPE and what he believes “should have been abundantly clear to . . . everyone on the admissions committee.”

46. By-Laws 3.071 and 3.073 also require affirmative actions by the member school constituting “recruitment” or inducement/encouragement respectively. Mr. Ahrens’ first contact with A-HOPE in January 2010 (an unanswered voicemail message) was reported to the IHSA back in 2010 and was the contact that may (or may not) have ultimately resulted in Deng Agouc--not any of the African Students--attending Mooseheart.

47. As to the African Students, the record is uncontroverted that it was Mr. Adams who reached out to Mr. Ahrens “unsolicited” and that Mr. Ahrens assured Mr. Adams that Mooseheart wanted Sudanese students boys or girls, regardless of whether they were athletes. (Adams Aff., Ex. A hereto, ¶ 9; Ahrens Aff., Ex. B hereto, ¶ 19)

48. According to Mr. Adams’ uncontroverted sworn testimony, he was “ecstatic to

hear Mr. Ahrens make that statement. No other school has ever told me [Mr. Adams] it was willing to accept non-athletes.” (Adams Aff., Ex. A hereto, ¶ 9) Mr. Adams’ sworn testimony establishes unequivocally that Mooseheart did nothing untoward:

Mr. Ahrens did not contact me with respect to the African Students. I entirely on my own initiated this contact to Mooseheart with respect to the African Students.

(*Id.* at ¶ 11)

No one at Mooseheart has ever asked me, or anyone else at A-HOPE Foundation to my knowledge, to find or send Mooseheart any students for athletic purposes. Based on my understanding, no one at Mooseheart has ever asked me, or anyone else at A-HOPE Foundation to find or send Mooseheart any students for athletic purposes.

(*Id.* at ¶ 12)

Neither I nor A-HOPE Foundation is in any way shape or form associated with, affiliated with or connected to Mooseheart. Neither I nor A-HOPE Foundation has ever had any arrangement, agreement or understanding, financial or otherwise, with Mooseheart.

(*Id.* at ¶ 14)

I am not aware that any of the African Students received or were offered any special inducement or benefit of any kind which was not made available to all other applicants who enroll in or apply to Mooseheart.

(*Id.* at ¶ 15)

To my knowledge, no one associated or affiliated with Mooseheart induced, attempted to induce or encouraged any of the African Students to attend Mooseheart for the purpose of participating in athletics. To my knowledge, no one associated or affiliated with Mooseheart spoke or corresponded with the African Students or their families until the African Students arrived at Mooseheart.

(*Id.* at ¶ 16)

49. The Executive Director’s November 29 Announcement relies entirely upon subjective speculation and hearsay including three unverified newspaper articles, two of which say nothing about either Mooseheart or the African Students. Although the November 29 Announcement devotes much ink and venom towards--and draws many conclusions with respect

to--A-HOPE and Mark Adams, at no point has Mr. Gibson ever bothered to contact Mark Adams or A-HOPE. (*Id.* at ¶ 17.)

50. Under the IHSA By-Laws, no “undue influence” exists without “influence exerted by school personnel upon a prospective student or a prospective student’s family.” Here, no one at Mooseheart had any such contact with the African Students or their families until the African Students arrived at Mooseheart. (Adams Aff., Ex. A, ¶ 16; Ahrens Aff., Ex. B, ¶ 20.)

COUNT I
DECLARATORY JUDGMENT AND OTHER EQUITABLE RELIEF

51. Mooseheart hereby realleges paragraphs 1 through 50 above as if fully set forth in this paragraph.

52. An actual controversy exists between the IHSA and Mooseheart with respect to whether Mooseheart has been provided its fundamental right to a fair hearing. The plain language of the IHSA Constitution absolutely guarantees a member a right to “a hearing” (IHSA Const. 1.460), and the IHSA has not provided Mooseheart that hearing. An actual controversy also exists among the parties concerning the application of IHSA By-laws 3.040 and 3.070. These controversies present concrete disputes admitting of an immediate and definitive determination of the parties’ rights, the resolution of which will aid in the termination of the controversy. Mooseheart possesses personal claims including preventing the destruction of its 100-year reputation, and rights which will be affected by a resolution of this controversy.

53. Mooseheart has complied with, and conducted itself in conformance with, all the contractual terms of the By-Laws, and Mooseheart has engaged in no wrongful activity.

54. IHSA By-law 6.022 which threatens IHSA members with sanctions for complying with any “a restraining order, injunction, or other court order entered against the IHSA” violates the public policy of the State of Illinois and its application and enforcement must

be enjoined as deleterious to the Illinois court system.

55. The Executive Director's actions have caused and continue to cause immediate, severe, and irreparable injury to Mooseheart for which no adequate remedy at law exists, including but not limited to: (a) the denial of Mooseheart's fundamental and constitutional right to a hearing; (b) the indelible stain to the 100-year reputation of Mooseheart as an institution of unending charity; (c) the inability to provide its African Students the full and complete and the educational development associated with participation in interscholastic athletics; and (d) loss of the once-in-a-lifetime opportunity to compete. Any attempt to quantify these injuries and their future ramifications would be speculative.

COUNT II
SPECIFIC PERFORMANCE OF CONTRACT

56. Mooseheart hereby realleges paragraphs 1 through 55 above as if fully set forth in this paragraph.

57. Notwithstanding its written request exercising its fundamental right to a fair hearing as provided explicitly under the IHSA Constitution 1.460, the IHSA has afforded Mooseheart no hearing at all.

58. These contract terms must be enforced and Mooseheart through and with the African Students have fully complied with those terms. The Executive Director's actions constitute a further substantial and material breach of contract, including through conduct which and is arbitrary and capricious. Neither Mooseheart nor any person or organization connected with Mooseheart engaged in any conduct in violation of By-law paragraph 3.070 or its subsections, and the IHSA can make no such finding.

59. The IHSA's actions in renegeing on its July 2011 Proclamation as to the African Students relied upon by Mooseheart in good faith, conducting an investigation of Mooseheart

through deception and misrepresentation, and the timing of the purported investigation and report relying on information known to the IHSA for more than a year, estop the IHSA from taking any adverse actions toward either Mooseheart or the African Students. Such conduct further estops the IHSA from in any way asserting Mooseheart must exhaust other possible remedies before court intervention.

60. The IHSA owed Mooseheart--and breached--all the following duties: (a) to provide Mooseheart its fundamental right to a fair hearing; (b) to act in good faith; (c) to exercise any discretion under the contract consistently with its implied duty of good faith and fair dealing; (d) to avoid acting towards Mooseheart with either fraud, collusion or mistake; (e) to not act in an arbitrary and capricious way; and (f) to act toward Mooseheart with fundamental fairness and implement its rules in a reasonable, consistent and fair manner.

61. The Executive Director's actions breached the contractual rights of Mooseheart, and have deprived Mooseheart of the benefits accruing under the contract. Because no adequate remedy at law exists, the contract must be specifically enforced to ensure that Mooseheart preserves what remains of the benefit of its bargain.

WHEREFORE, Plaintiff Mooseheart, respectfully prays that the Court adjudge and declare, in its favor and against Defendant IHSA, as follows:

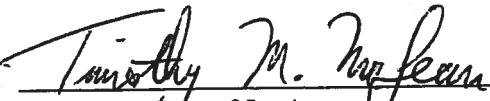
- (a) That the IHSA provide Mooseheart its fundamental and constitutional right to a fair hearing before irreparably damaging Mooseheart's reputation and the full measure of the injury is suffered;
- (b) That under IHSA By-laws, the African Students are eligible to play for Mooseheart in interscholastic athletic competition immediately;
- (c) That the IHSA be restrained from enforcing any ruling or other determination of ineligibility as to the African Students until seven days after Mooseheart receives the "decision or action" that occurs after the constitutionally mandated hearing;
- (d) That the IHSA be temporarily, preliminarily, and permanently enjoined from in any way affecting the African Students' eligibility as a consequence of their

matriculation to Mooseheart, the filing of this litigation, or complying with any order issued by any authorized court of the State of Illinois; and

- (e) That Mooseheart be awarded the costs it incurred in prosecuting this action and such other and further relief as this Court may deem just and proper.

Dated: December 3, 2012

MOOSEHEART CHILD CITY & SCHOOL, INC.

By: 
One of Its Attorneys

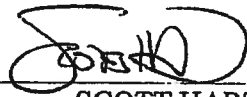
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VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, Scott Hart certifies and states that he is the Executive Director of Plaintiff Mooseheart Child City & School, Inc. ("Mooseheart"), that he has read the foregoing Verified Complaint for Declaratory and Injunctive Relief, and that the statements set forth therein are true and correct, except as to matters therein stated to be on information and belief, and as to such matters he certifies as aforesaid that he verily believes the same to be true.

Dated: December 3, 2012

A handwritten signature in black ink, appearing to read "SCOTT HART", is written over a horizontal line.

SCOTT HART

EXHIBIT

A

tabbles

AFFIDAVIT OF MARK ADAMS

MARK ADAMS hereby certifies and states as follows:

1. I am over the age eighteen, have personal knowledge of the facts contained in this Affidavit and can testify competently thereto if called as a witness.

2. I am a United States citizen and a resident of the State of Indiana.

3. I am the founder and President of A-HOPE Foundation. A-HOPE Foundation is a non-profit organization that was founded in 2004. Our Mission is to provide deserving student athletes (primarily of African nationalities) a seamless process of obtaining a student visa, transportation to the United States, making sure they are acclimated to their new environment and providing them with an opportunity to receive an outstanding education. A-HOPE stands for African Hoop Opportunities Providing an Education.

4. Through my work I have learned of a number of educational opportunities in the United States available to African students from challenging family backgrounds, challenging personal circumstances, challenging civil circumstances or challenging economic circumstances. In my tours of Africa, I have observed and witnessed some of the most extreme poverty, despair and destitution that exist anywhere on the face of the earth.

5. In approximately May, 2010, I was attempting to help Deng Agouc, a Sudanese student who A-HOPE had assisted but who lost his educational opportunity at Mount Michael High School in Omaha, Nebraska because that school lost its funding needed to support him. A school administrator at Mount Michael High School suggested that I contact Mooseheart Child and City School located in Illinois ("Mooseheart") about Deng Agouc.

6. I called Ron Ahrens of Mooseheart and explained Deng Agouc's misfortune in Omaha. I asked whether Mooseheart would be willing to consider helping Deng Agouc (then a junior) to complete his high school education. Mr. Ahrens said that Mooseheart would consider Deng Agouc's application. I performed due diligence of Mooseheart, including a personal visit

to its extensive grounds and facilities outside Chicago, Illinois. I was overwhelmed by the size and facilities of the Mooseheart complex, as well as their almost 100-year commitment to help mold students into independent and self-sustaining adults. I consider the facilities and structure available at Mooseheart to be among the best such facilities and structure that I had encountered anywhere.

7. The representatives at Mooseheart explained to me up front that, given the fact that Deng Agouc would be transferring in as a senior at Mooseheart should he wish to attend, there was a likelihood he would not be eligible to play competitively for the Mooseheart basketball team. Nevertheless I still recommended that Deng Agouc seek admission at Mooseheart and attend there if admitted.

8. As Mooseheart had warned, Deng Agouc never played a single competitive minute of basketball for Mooseheart, but Mooseheart did provide Deng Agouc with a home, a family structure and completed his high school education. Deng Agouc received his high school diploma in 2011 and now is enrolled in a United States college.

9. In 2011, completely unsolicited by either Mr. Ahrens or Mooseheart, I again contacted Mr. Ahrens and asked him whether he thought Mooseheart might be willing to consider other Sudanese students for admission into Mooseheart. Mr. Ahrens said he believed Mooseheart likely would. Mr. Ahrens stated that Mooseheart would be willing to accept either boys or girls, and would accept them whether or not they were athletes. I was ecstatic to hear Mr. Ahrens make that statement. No other school has ever told me it would be willing to accept non-athletes.

10. Mr. Ahrens told me I would have to contact Kyle Rife of Admissions to pursue potential admission of the Sudanese students. I thereafter contacted Mr. Rife and ended up causing Mangisto Deng, Makur Puou, Akim Nyang and Wal Khat (collectively "African Students") to apply for admission at Mooseheart.

11. Mr. Ahrens did not contact me with respect to the African Students. I entirely on my own initiated this contact to Mooseheart with respect to the African Students.

12. No one at Mooseheart has ever asked me, or anyone else at A-HOPE Foundation to my knowledge, to find or send Mooseheart any students for athletic purposes. Based on my understanding, no one at Mooseheart has ever asked me, or anyone else at A-HOPE Foundation to find or send Mooseheart any students for athletic purposes.

13. I was involved in helping supply Mooseheart with information with respect to the African Students. Among other things, Mooseheart asked me to provide information about the financial need of the African Students. I explained to Mooseheart that based on my observations and understanding, including information I received from Bil Duany, relative of two of the students, Akim Nyang and Wal Khat, all the African Students were living in a war-torn area of Sudan, were extremely impoverished by our standards, and lacked adequate shelter, food, medical care and clothing.

14. Neither I nor A-HOPE Foundation is any way shape or form associated with, affiliated with or connected to Mooseheart. Neither I nor A-HOPE Foundation has never had any arrangement, agreement or understanding, financial or otherwise, with Mooseheart.

15. I am not aware that any of the African Students received or were offered any special inducement or benefit of any kind which was not made available to all other applicants who enroll in or apply to Mooseheart.

16. To my knowledge, no one associated or affiliated with Mooseheart induced, attempted to induce or encouraged any of the African Students to attend Mooseheart for the purpose of participating in athletics. To my knowledge, no one associated or affiliated with Mooseheart spoke or corresponded with the African Students or their families until the African Students arrived at Mooseheart.

17. No one at the Illinois High School Association ("IHSA") has ever contacted me, or to my knowledge, anyone at the A-HOPE Foundation. The IHSA has never asked me, or to my knowledge, anyone at the A-HOPE Foundation for any information or documents.

Under penalties as provided by law pursuant to Section 1-109 of the Illinois code of Civil Procedure, 735 ILCS 5/1-109, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.


Mark Adams

EXHIBIT

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AFFIDAVIT OF RON AHRENS

RON AHRENS hereby certifies and states as follows:

1. I am over the age eighteen, have personal knowledge of the facts contained in this Affidavit and can testify competently thereto if called as a witness.
2. I am the Director of Residential Living at Mooseheart Child City & School, Inc. ("Mooseheart"), located in Mooseheart, Illinois. I am also the head boys' basketball coach.
3. I am the father of five wonderful children and married to a fantastic wife Michaela (Culver) Ahrens. We both have been Catholic-educated our entire life which has made us mission-oriented individuals. For 26 years I have worked at two of the finest institutions that help disadvantaged children. For 13 years I was employed at Father Flanagan's Boys Home (Boys Town) in Omaha, Nebraska. It was a life changing experience both personally and professionally working at Boys Town. In 1999 I accepted a position at Mooseheart Child City and School. I worked in the Mooseheart High School and then interviewed and received the position of Director of Residential Living in 2002. The position consists of overseeing the Counseling Department, Recreation Department, Health Services Department, Lunch program, Summer Work Program, Summer Recreation Program, supervising 12 Administrative staff, and 80 plus direct care staff working with children.
4. We have truly embraced the mission of Mooseheart where children "enter to learn, leave to serve."
5. For almost 100 years, Mooseheart has taken in children, mostly broken and discarded by society, and strives to put them back together and mold them into successful adults by building around them a home, family and educational structure. More than 12,000 children have been raised, nurtured and educated at Mooseheart since 1912.
6. Mooseheart's Mission Statement is:

The mission of Mooseheart School is to create a safe and caring academic community that prepares our students to reach their fullest intellectual potential.

7. Mooseheart's Vision Statement is:

Continually build and improve our curriculum and school environment, in order that our students reach their fullest intellectual and social potential, both within and beyond our safe and caring academic community.

8. Mooseheart's Motto is:

ENTER TO LEARN — LEAVE TO SERVE

THE AFRICAN STUDENTS

9. I was working and living full time at Mooseheart when one of the most famous Moose Order members, Manute Bol, visited Mooseheart in 2005. I was very familiar with Manute Bol because of his lengthy career of playing basketball in the NBA.

10. When Manute Bol traveled to Mooseheart, I attended the inspiring speech he gave to our children. I understood Mr. Bol was from the Sudan, that Sudan was war-torn, and that the children growing up there in 2005 were enduring life-threatening conditions. Manute Bol told our children how bad the conditions were in war-torn Sudan and how difficult the circumstances were for Sudanese children.

11. Manute Bol stressed how fortunate our children were and stated that if he had stayed in the Sudan, he would have been dead.

12. In 2009, my wife and I were able to travel to Tanzania, Africa through the Orphan Train Project in Wisconsin. The Orphan Train Project has been responsible for sending numerous Administrators from around the world to Mooseheart so they can be trained to better serve children. Participants have been from Bulgaria, Romania, Peru, Africa and other countries. Our trip to Africa was to train 47 Administrative staff in the Tanzania area who were working in orphanages across the Tanzania area. We were in Tanzania and surrounding areas for 12 days.

The living conditions I observed and that the African children endured on a daily basis were horrifying. My wife and I came away from the trip with even greater compassion for the children of Africa, as well as the unending need of those children.

13. Upon returning from Tanzania, I wanted to find a way to help children from Africa. I did not know how to do this and did research on the Internet for possible avenues. I began to seek organizations with a possible connection to children from Africa. Today, I can recall at least four separate efforts I made to reach such organizations specifically connected to Sudan. I thought what a wonderful way to connect the hope Manute Bol had for the next generation of Sudanese children, with my experience in Tanzania and our program for children in need at Mooseheart. First, I called a Sudanese government office. Second, I called a gentleman who was the head of the Omaha public library system (who was Sudanese). Third, I called two Sudanese community action or support organizations in Omaha. None of these contacts were successful and all turned into dead ends.

14. An article in Omaha World Herald fell in my lap concerning two boys from Sudan. In researching the A-Hope Foundation that was mentioned in the article including studying its website, I thought it was a great fit for what we do at Mooseheart. Our Mooseheart motto is "Enter to Learn and Leave to Serve" and the information on the A-HOPE Foundation website that was most significant to me was that portion of the Message of its founder Mark Adams, stating that "once their education is completed in the United States, these students will return to their country of origin to help improve the social and economic well-being of that country". The conclusion I drew from studying A-HOPE's website was that once educated, the Sudanese students would return to the Sudan to help their country, which fit with both the Mooseheart motto and the goals of Manute Bol.

15. I was impressed with this mission and in January 2010, with permission from Scott Hart, I left a voicemail for Mark Adams to inquire about any opportunities to help care for

and educate students from Sudan. I was contacting Mark Adams looking for students, not athletes. I did not hear from Mark Adams and so concluded A-HOPE was another dead end.

16. In May 2010, Mark Adams called me to discuss placement of a student by the name of Deng Agouc. Deng was a student from Sudan, studying in the United States on an F-1 student visa. Deng had lost his scholarship to Mount Michael School in Nebraska one year before he was to graduate from high school. If Deng failed to enroll in another high school and complete his high school education, the terms of his Visa would require that he be returned to the Sudan.

17. Deng ended up applying to Mooseheart and was admitted into Mooseheart. Before he transferred to Mooseheart, I made it clear to him that there was a substantial chance he would be unable to compete in interscholastic basketball his senior year. Deng nonetheless transferred and completed his high school education graduating from Mooseheart in the May of 2011. After graduating from Mooseheart, Deng went on to attend Lake Land Community College in Mattoon, Illinois.

18. I personally attended a hearing before the IHSA Board of Directors in Bloomington, Illinois on or about October 10, 2012 regarding Mooseheart's appeal of the eligibility ruling with respect to Deng Agouc. At that hearing, I testified before the Board as to how I came into contact with the A-HOPE Foundation, including the article in the Omaha paper and the January 2010 voice mail that I left at the phone number I understood was the A-HOPE phone number.

19. In the fall of 2010, I received another call from Mark Adams, asking me whether Mooseheart would be willing to consider four other Sudanese boys. I did not in any way solicit this call and was not expecting it. In answer to his question, I said I believed Mooseheart would. I also told Mr. Adams that Mooseheart was willing to accept either boys or girls, and that Mooseheart would accept them whether or not they were athletes. I then told Mr. Adams that he

would have to contact Kyle Rife of Admissions to pursue potential admission. I understand that thereafter Mr. Adams contacted Mr. Rife and ended up causing Mangisto Deng, Makur Puou, Akim Nyang and Wal Khat (collectively "African Students") to apply for admission at Mooseheart.

20. In between the time I directed Mr. Adams to contact Mr. Rife, and the time that the Admissions Committee took up the applications of the African Students for admission into Mooseheart, I had no contact with the African Students. I had no contact with the African students or their families prior to their physical arrival at Mooseheart.

21. I am a member of the Mooseheart Admissions Committee. On January 31, 2011, the Admissions Committee met to consider the admission of the African Students. The Admission Committee determined that the African Students had need and the potential to succeed at Mooseheart. The decision to admit the African Students was unanimous.

22. The idea that the African Students were admitted into Mooseheart "based on their athletic prowess" is false and offensive. At the time the African Students were considered, no one had met the boys, seen them compete athletically or in any way assessed their athleticism. The Admissions Committee did not have, consider or review any performance statistics, newspaper articles, social media, Internet, radio or television segments with respect to their alleged "athletic prowess." The "athletic prowess" (or lack thereof) of the African Students was not a factor considered by the Admissions Committee in deciding to admit the African Students.

23. I understand that the following statement about Mooseheart has been made. "Having a residential facility could provide [Mooseheart] with an opportunity to 'stash away' student-athletes for a one year period" Based on my life's work, I have trouble imagining a more false and repugnant statement.

24. Mr. Adams initiated this contact to Mooseheart with respect to the African Students, and to my knowledge, neither I nor anyone at Mooseheart has ever asked Mr. Adams, or anyone else at A-HOPE Foundation, to find or send Mooseheart any athletes.

25. A-HOPE Foundation is not in any way, shape or form associated with, affiliated with or connected to Mooseheart. Neither I, nor Mooseheart has ever had any arrangement, agreement or understanding, financial or otherwise, with A-HOPE Foundation.

26. I am not aware that any of the African Students received or were offered any special inducement or benefit of any kind to attend Mooseheart, which was not made available to all other applicants who enroll in or apply to Mooseheart.

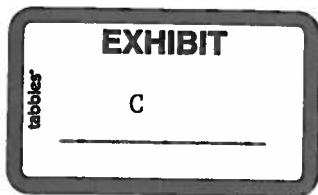
27. No one associated or affiliated with Mooseheart induced, attempted to induce or encouraged any of the African Students to attend Mooseheart for the purposes of participating in athletics at Mooseheart or for any athletic purposes whatsoever.

28. Three of the African Students, Mangisto Deng, Makur Puou and Akim Nyang, are members of the Mooseheart Ramblers basketball team. These three African Students have played in all four of Mooseheart's varsity basketball games this season, including an IHSA-sanctioned game against Leland on Tuesday, November 27, 2012. Our next scheduled game is on Tuesday evening, December 4, 2012 against Westminster Christian. On Wednesday, December 5, 2012, we are scheduled to play Hinckley-Big Rock High School.

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Ron Ahrens

Ron Ahrens



Mission Statement & Beliefs

About the IHSA

Mission Statement & Beliefs

Constitution, By-laws & Policies

Board of Directors

Legislative Commission

Advisory Committees

Administrative & Support Staff

Map & Directions

Illinois High School Activities Foundation

Related Organizations

IHSA Mission Statement

Adopted on June 9, 2008

The IHSA governs the equitable participation in interscholastic athletics and activities that enrich the educational experience.

Opportunity for boys and girls to represent their school and community as they participate in interscholastic activities is a privilege unique to young people in American education. Why? Because educators across the USA believe that participation in interscholastic activities offers students significant lifetime learning experiences that cannot be duplicated in any other instructional setting.

The purpose of the IHSA is to provide leadership for the development, supervision and promotion of good sportsmanship in interscholastic competition and other activities in which its member schools choose to engage. Participation in such interscholastic activities offers eligible students experiences in an educational setting which provide enrichment to the educational experience.

It is the responsibility of each member school:

1. To stress the educational importance, the cultural values and the appreciations and skills involved in all its interscholastic activities and to promote cooperation and friendship;
2. To regulate its interscholastic program in both character and quantity according to the accepted objectives of secondary education so that interscholastics shall not unduly interfere with nor abridge the regular program of teachers and students in the performances of their regular day-to-day school duties;
3. To encourage economy in the time of the student and teacher personnel devoted to interscholastic activities;
4. To encourage economy in expenses of interscholastic activities; and
5. To promote only those activities which enhance the school's desired educational goals.

School personnel, students, parents and taxpayers have long recognized and endorsed the role of the IHSA — a non-profit, voluntary organization composed of Illinois high schools, each represented by its principal or designated representative — in providing supervision, control and promotion of the interscholastic activities (athletic and non-athletic) in which students engage.

IHSA Beliefs

- IHSA believes each individual is important.
- IHSA believes participation in interscholastic athletics and activities is a privilege that enhances secondary education.
- IHSA believes in respect, appreciation, and acceptance of diversity.
- IHSA believes each individual's involvement and acceptance of personal responsibility is critical.
- IHSA believes sportsmanship is a core value and its promotion and practice are essential.
- IHSA believes each member school is equal and equally important to the association's existence.
- IHSA believes equality and fairness must always be safeguarded.
- IHSA believes all persons involved in interscholastic athletics and activities are expected to be positive role models.
- IHSA believes the process of striving to reach one's full potential is more important than winning.
- IHSA believes effective communication promotes knowledge, understanding, and collaboration.
- IHSA believes in the pursuit of excellence.
- IHSA believes to remain effective it must be a self-governing organization where each member school must take responsibility for the knowledge and enforcement of all rules and regulations.
- IHSA believes integrity and honesty are non-negotiable.

Illinois High School Association

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Bloomington, IL 61704-6011
Map & directions

Office Hours
Monday-Friday, 8:00 am-4:15 pm
(closed Fridays in summer)

Related organizations

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Team activity — Anything done by the team or its members together to plan for, prepare for, travel to, compete in or evaluate after the completion of non-school competition.

Thirty Mile Radius — A straight line measurement between a student's home and the private or non-boundaried school the student plans to attend.

Tournament — A competition involving three or more schools in which teams and/or athletes compete under an elimination and/or round robin format within a 14 consecutive day period which results in a single winner of the competition and or event(s). No regular season tournament shall allow for a member school to participate in more than five (5) games/contests/matches. IHSA By-law 5.004 provides an exception for wrestling tournaments.

Transfer Student — Any student who attended another high school prior to coming to your school whether or not he/she begins attending on the first day of the school term. This also includes home schooled students who were taking high school work and then transfer to a member school. Home schools are considered to be non-boundaried schools.

Tryout — An organized occasion on which one is considered for selection to a team in a sport by undergoing evaluation of the ability, skill or potential to play the sport.

Undue influence — Any influence exerted by school personnel upon a prospective student or a prospective student's family related to athletic participation, potential or accomplishment.

Week No. 4 in the IHSA Standardized Calendar — The IHSA Standardized Calendar utilizes the first full seven day week of July that begins on Sunday as Week No. 1.

CONSTITUTION

The following Constitution has been adopted by the membership of the Illinois High School Association and is applicable to the 2009-10 school term.

Included in this Section:

- 1.000 Constitution
- 1.100 Name and Objectives
- 1.200 Membership
- 1.300 Board of Directors
- 1.400 Powers and Duties of Board
- 1.500 Officers
- 1.600 Dues and Assessments
- 1.700 Legislative Commission
- 1.800 Meetings of the Association
- 1.900 Amendments

1.000 CONSTITUTION

1.100 NAME AND OBJECTIVES

- 1.110 This Association shall be known as the Illinois High School Association (IHSA).
- 1.120 It shall be the purpose of this Association to provide leadership for the development, supervision and promotion of interscholastic competition and other activities in which its member schools engage. Participation in such interscholastic activities offers eligible students experiences in an educational setting which may provide enrichment to the educational experience.
- 1.130 This Association through the employment of the instrumentalities hereinafter established shall:
 - (a) supervise and regulate all of the interscholastic activities in which its member schools may engage; and
 - (b) perform such other functions related to interscholastic activities as may from time to time be approved and adopted by the membership.
- 1.140 In the performance of these functions, the objectives of the Association shall be:
 - (a) to stress the educational importance, the cultural values, the appreciations and skills involved in all interscholastic activities and to promote cooperation and friendship;

- (b) to regulate interscholastic programs in both character and quantity in regard to the generally accepted objectives of secondary education and so they shall not unduly interfere with nor abridge the regular program of teachers and students in the performance of their regular day-to-day school duties;
- (c) to encourage economy in the time of the student and teacher personnel devoted to interscholastic activities;
- (d) to encourage economy in expenses of interscholastic activities; and
- (e) to promote only those activities which enhance the accomplishment of desired educational goals.

1.200 MEMBERSHIP

1.210 PUBLIC HIGH SCHOOLS

Any public high school in the State of Illinois may become a member of this Association provided:

- (a) the school is supported by public taxation;
- (b) the school is Recognized by the Illinois State Board of Education;
- (c) this Constitution and By-laws has been adopted by the Board of Education or Board of Directors of the petitioning school as the code governing its interscholastic activities;
- (d) the principal, defined as the administrator directly in charge of the day-to-day operation of the high school, is officially designated by the Board of Education of the petitioning school as the school's official representative to the Association in all matters, unless the Board of Education officially designates another full-time, certified member of the school's staff to be its official representative;
- (e) application of membership is signed by the official representative of the high school; and
- (f) the school pays dues as required in this Constitution.

1.220 HIGH SCHOOLS CONDUCTED BY COLLEGES AND UNIVERSITIES

All high schools in Illinois conducted by colleges or universities for purposes of educational experimentation, research and practice teaching may become members provided:

- (a) this Constitution and By-laws has been adopted by the petitioning school as the code governing its interscholastic activities;
- (b) the school complies with items (b), (d), (e), and (f) of 1.210 above.

1.230 HIGH SCHOOL DEPARTMENTS OF ILLINOIS SCHOOLS FOR THE DEAF OR BLIND

The high school departments of Illinois schools for the deaf or blind may become members of this Association upon such terms as, from year to year, may be fixed by the Board of Directors. Non-recognition of the schools by the Illinois State Board of Education shall not necessarily preclude them from membership.

1.240 DISTRICTS SUPPORTING TEN OR MORE HIGH SCHOOLS

Public high schools in districts supporting ten or more high schools all under the supervision of a single Board of Education may become members of this Association provided:

- (a) the district has a separate and efficient local interscholastic organization for the adequate supervision of its interscholastic activities;
- (b) the school is Recognized by the Illinois State Board of Education;
- (c) the eligibility rules and conditions of competition for the district have been approved by the Board of Directors of this Association prior to September 1 each year;
- (d) the local organization pays, as a membership fee, an amount equal to a sum of \$10 per school for all schools in the district, payment to be made on or before June 1 preceding the year for which payment is due; and
- (e) application for membership is signed by the official representative of the individual high schools.

Schools admitted under this Section, in their interscholastic relationships with each other, shall be governed by the eligibility rules and conditions of competition approved by the Board of Directors of this Association. However, in all interscholastic relationships with any school located outside of the district, they must conform to all of the rules and regulations of the Illinois High School Association.

1.250 NON-PUBLIC HIGH SCHOOLS

Any non-public high school located in the State of Illinois may be admitted to membership provided:

- (a) the application for membership is signed by the administrative head of the school;
- (b) the school pays dues as required in this Constitution; and
- (c) the school complies with items (b), (c), (d), (e) and (f) of 1.210 above; and
- (d) the school's financial assistance program complies with the following standards:
 - (1) financial assistance to incoming and/or continuing students is approved by the president/principal of the school on the basis of need determined by using data provided through the use of a financial need approval plan which has been approved by the IHSA Board of Directors; and/or
 - (2) financial assistance to incoming and/or continuing students is granted by the principal of the school on the basis of academic performance or other criteria to students which are adopted by the school's governing body and approved by the IHSA Board of Directors; in no respect related to athletic interest or performance; and which are controlled and managed by the principal.

The IHSA Board of Directors shall, in consultation with representatives of private member schools, establish criteria for approval of financial need assessment plans and criteria for the awarding of non-need based financial assistance.

1.260 ASSOCIATE SCHOOLS

Any high school in Illinois operating strictly as a boarding school may be admitted to Associate membership provided:

- (a) the application for membership is signed by the administrative head of the school;
- (b) the school pays dues as required in this Constitution; and
- (c) the school complies with items (b), (c), (d), (e) and (f) of 1.210 above.

An Associate member shall be entitled to the same privileges as other member schools except that:

- (a) it shall not be permitted to participate in any athletic meet or tournament conducted for the purpose of determining an official state championship in the Illinois High School Association;
- (b) it shall not be privileged to vote on Association matters; and
- (c) it shall not share in the distribution of Association funds.

In all interscholastic competition, an Associate member shall observe all of the rules and regulations of the Association except that students who change schools without a corresponding change of residence on the part of their parents or guardians may establish eligibility immediately so far as residence is concerned provided their transfer occurs at the beginning of a semester and is made for reasons other than athletics, and no undue influence is involved.

1.270 APPROVED SCHOOLS

Schools which are not eligible for membership in the Illinois High School Association may be approved by the Board of Directors for competition with member schools. Approved schools are not fully-accredited members of the Association. Member schools may engage only in dual contests with approved schools and not in invitational tournaments, festivals, etc. Approved schools are not eligible to participate in state tournament series sponsored by the Association. Schools wishing to be granted Approved status must apply annually to the Board of Directors.

Illustrations for Section 1.270 of the Constitution

The illustrations and situations it contains are for purposes of assisting in understanding the application of the particular by-law to which they pertain. In the case of any conflict, whether actual or believed, between the illustrations, examples or situations in this publication and the constitution or by-laws of the IHSA, the constitution and by-laws shall control.

1) **WHAT IS APPROVED SCHOOL STATUS?**

- Q. Are "approved schools" members of the Association?
- A. The Board of Directors may grant approved status to a school only in the event that it is not eligible for membership. Approved schools may participate with member schools in dual competition only. (Constitution 1.270)

2) APPROVED SCHOOLS AND ELIGIBILITY RULES?

Q. Must an Approved school abide by IHSA eligibility rules?
A. Since Approved schools are not members of the Association, they are not subject to the requirements of IHSA rules. However, approved schools must be Registered or Recognized by the Illinois State Board of Education, or the school must be accredited by an organization that evaluates public and/or private schools. The accrediting organization must be acceptable to the IHSA Board of Directors. In addition, schools must substantially comply with the Association's rules regarding: Scholastic Standing, Age Limitations, Contest Limitations and Participation Limitations. (Constitution 1.270)

3) Q. May an approved school participate in a tournament against an IHSA member school?
A. No. Approved schools may only participate in dual contests with IHSA member schools. (Article 1.270 and By-law 2.050)

1.300 BOARD OF DIRECTORS

1.310 ADMINISTRATION

The administrative authority of this Association shall be vested in a Board of Directors of ten (10) members elected, each for a term of three years, as hereinafter provided.

The office of the Association shall be the office of the Board of Directors.

1.320 ELECTION DIVISIONS

For the purpose of electing the members of the Board of Directors and providing equal representation for all parts of the state, the state shall be divided into seven (7) Divisions. Each of these Divisions shall be formed by combining three of the twenty-one (21) Districts of the state established for the purpose of electing the members of the Legislative Commission, these Districts being defined in Section 1.330 of this Constitution. In addition three (3) members shall be elected from the membership at-large. One at-large member must be a racial minority, one must be a member of the underrepresented gender and one must be a member of a private/non-public school. All must be principals of member schools. At-large members elected to the Board of Directors may not be from the same Board Division.

1.330 DIVISIONS DEFINED

Until changed by the Board of Directors, the seven Divisions from which Directors shall be elected shall be made up of Legislative Commission Districts as follows:

- | | |
|--|--|
| Division 1-Legislative Commission
Districts 1, 2 and 3 | Division 5-Legislative Commission
Districts 13, 14 and 15 |
| Division 2-Legislative Commission
Districts 4, 5 and 6 | Division 6-Legislative Commission
Districts 16, 17 and 18 |
| Division 3-Legislative Commission
Districts 7, 8 and 9 | Division 7-Legislative Commission
Districts 19, 20 and 21 |
| Division 4-Legislative Commission
Districts 10, 11 and 12 | |

1.340 NOMINATIONS

No later than September 1 each year, the Board of Directors shall cause to be electronically mailed to the principal of each member school in each division in which a member of the Board of Directors is to be elected, and to the membership in the event one or more at-large members of the Board of Directors is to be elected, a letter identifying the positions for which elections are to be held along with a primary ballot requesting nominations for the appropriate Board member positions.

Principals may nominate one principal from a member school in their Division as a candidate and/or one principal from any member school in the state as a candidate for an at-large position. These nominations must be completed online by September 15. The Board of Directors shall appoint a teller to verify the vote count. The two principals from each Division, or from the state at-large, as pertinent to the positions for which nominations are sought, receiving the highest number of nominating votes shall be declared the nominees and they shall be notified immediately of their nomination by mail. In case of a tie vote in any Division, the tellers shall determine the winner by lot.

1.350 ELECTION

Not later than September 20, the Board of Directors shall cause to be electronically mailed to the principal of each member school in each Division or in the membership at-large in which an election is to be held, a ballot on which are the names of the two nominees. Principals shall mark their electronic ballots in the regular manner, voting for only one of the nominees. Each electronic ballot shall be submitted electronically to the Association by October 1. The Board of Directors shall appoint a teller who shall meet not later than October 4, to verify the vote count. The teller shall then certify to the Board of Directors the results of the balloting. Within thirty days after the election, the Board shall meet, canvass the vote and declare the candidate(s) in each Division receiving the higher number of votes for each position to have been elected. In case of a tie vote in any Division, the tellers shall determine the winner by lot.

1.360 TERM OF OFFICE

Members of the Board of Directors shall be elected for terms of three years and shall take office immediately upon the determination of their election as provided in 1.350 of this Section. They shall be eligible for no more than three three-year terms. They shall serve until a successor is elected or until they cease to be a principal of a member school in the Division from which they were elected, unless because of redistricting, or in the case of at-large members, until they cease to be principal of a member school, or unless they tender their resignation and it is accepted by the Board of Directors.

In the event that high school principals who are Board members, because of the redistricting of the state, are removed from their Division, they shall continue to represent the Division from which they were elected for the balance of the year, provided they continue to serve as a principal of a member school in the territory which formerly comprised the Division from which they were elected.

1.370 MEETINGS

The Board of Directors shall meet a minimum of ten (10) times per year, on a date to be determined by the Board. The time and place of each meeting shall be determined by its members. Special meetings may be called by the President and must be called upon written request of any two members of the Board.

1.400 POWERS AND DUTIES OF BOARD

1.410 QUORUM

A majority of the Board of Directors shall constitute a quorum. When a vote is taken upon any matter pending before the Board, a quorum being present, a majority of the votes of the members of the Board voting on the matter shall determine the outcome thereof.

1.420 AUTHORITY

The officers and members of the Board of Directors of the Illinois High School Association are hereby authorized to interpret the Constitution and By-laws and to exercise all the powers and duties expressed or implied in this Constitution and By-laws, and to act as an administrative board in the interpretation of and final decision on all questions and appeals arising from the directing of interscholastic activities of member schools.

1.430 PROVIDE EMPLOYEES

The Board of Directors shall conduct all business of the Association, shall be empowered to employ an Executive Director with such assistants as may be found necessary to carry on the affairs of the Association, and to provide office facilities, by rental, purchase or other means, and employees for the proper conduct of the business of the Association.

1.440 FINANCIAL STRUCTURE AND MANAGEMENT

1.441 DUES AND ASSESSMENTS

The Board of Directors shall be authorized to collect annual dues as provided in this Constitution and levy entry fees and such other assessments on all schools participating in any interscholastic activity as shall be adequate to meet the total expenses involved in the conduct of such activity and such proportionate share of overhead as is deemed necessary. Such dues and assessments shall be considered current funds of the Association and shall be used by the Board of Directors in financing the various activities of the Association.

The determination and collection of all activity fees and the collection and final distribution of receipts from all contests sponsored by the Association shall be left to the discretion of the Board of Directors.

1.442 EXPENDITURES

The Board of Directors shall determine all necessary expenditures of money in the conduct of the affairs of the Association.

1.443 MANAGE SURPLUS FUNDS

The Board of Directors shall receive and hold title to all surplus funds of the Association. Surplus funds belonging to any of the separate activities shall be held for and administered in the interest of that activity. Surplus funds of one activity of the Association may be transferred to another activity only by a two-thirds vote of the Board of Directors or by a majority of the member schools voting in a statewide referendum conducted by the Board of Directors whenever requested by not less than five percent of the membership of the Association.

1.444 INVESTMENT OF FUNDS

The Board of Directors shall invest all surplus funds of the Association in bonds or treasury certificates of the United States or in bonds of the state of Illinois, registered in the name of the Illinois High School Association. However, in any fiscal year the Board of Directors may, by a two-thirds vote, suspend the enforcement of this requirement.

1.450 STATEWIDE INTERSCHOLASTIC ACTIVITIES

The Board of Directors shall have complete authority, subject to the provisions of the Constitution and By-laws, to organize and conduct such statewide interscholastic activities as may or may not lead to state championships and to establish Terms and Conditions for these activities. Whenever it is deemed advisable, the Board shall call upon specialists from the high school field for such technical or other advice and assistance as may seem necessary. The expenses of such specialists incurred in activities ordered by the Board of Directors shall be paid by the Association. In addition, the Board of Directors shall establish and publish criteria to be followed in the selection of schools to host state tournament series events.

Illustrations for Section 1.450 of the Constitution

The illustrations and situations it contains are for purposes of assisting in understanding the application of the particular by-law to which they pertain. In the case of any conflict, whether actual or believed, between the illustrations, examples or situations in this publication and the constitution or by-laws of the IHSA, the constitution and by-laws shall control.

4) TERMS AND CONDITIONS

- Q. How authoritative are the Terms and Conditions for Association-sponsored events established by the Board of Directors?
- A. Since the Board of Directors is authorized by the Constitution to establish Terms and Conditions for IHSA-sponsored meets and tournaments, Terms and Conditions established by the Board are absolutely authoritative in respect to the various state tournament series conducted by the Association. Schools which do not adhere explicitly to the Terms and Conditions for a given activity are subject to penalty. (Constitution 1.450)

1.460 RULINGS AND APPEALS

The Executive Director shall have the authority and responsibility to investigate and decide all matters concerning eligibility, protests, by-laws or rules. The Executive Director may modify the effect of or penalty for violation of or non-compliance with any by-law or rule if the circumstances causing the student or school to be ineligible or otherwise in violation of or non-compliance with the by-law or rule are determined:

- (1) to have been completely beyond the control of all of the following:
 - (a) the student
 - (b) the student's parent(s)/guardian(s)
 - (c) the school
- (2) or where the violation or non-compliance has been caused exclusively by a clerical or administrative error.

A student, parent/guardian, school or individual, in whose favor or against whom a decision of the Executive Director made pursuant to this Section applies, may appeal that decision by submitting a written request for a hearing to the Board of Directors. In response to such a written request, the Board of Directors or, in its discretion, a hearing officer appointed by the Board, shall conduct a hearing to review the action of the Executive Director.

At a hearing, the party appealing the action and all other interested parties, including but not limited to representatives of the member school, may appear and present information for consideration. If a hearing officer has been appointed by the Board, such hearing officer shall submit a written report of findings to the Board, including a written summary of the testimony heard and/or evidence presented at the hearing. After a hearing before the Board, or upon receipt and review of the hearing officer's report, the Board may, within the authority of this Constitution and By-laws, sustain, modify or overturn the Executive Director's decision, or sustain, increase, decrease or otherwise modify any penalty for violation of any by-law or rule or take such other action as it finds appropriate. If a hearing has been conducted by a hearing officer appointed by the Board, the student, parent/guardian, school or individual in whose favor or against whom a decision has been sustained or modified, may request, in writing through the principal of the involved member school, a further hearing to be held before the Board of Directors in accordance with the provisions of this Section, at the next regularly scheduled meeting of the Board or at a special meeting of the Board convened by the president of the Board. The decision or action of the Board of Directors, pursuant to any hearing held before it, shall in all instances be final.

Illustrations for Section 1.460 of the Constitution

The illustrations and situations it contains are for purposes of assisting in understanding the application of the particular by-law to which they pertain. In the case of any conflict, whether actual or believed, between the illustrations, examples or situations in this publication and the constitution or by-laws of the IHSA, the constitution and by-laws shall control.

- 5) Q. What is a clerical or administrative error?
 - A. An inadvertent or unintentional error or omission that results in technical, rather than substantive, noncompliance with these by-laws. The failure to comply with any affirmative requirement of these by-laws shall not be deemed a clerical or administrative error.

1.470 FILL VACANCIES

In case a vacancy occurs on the Board of Directors, the remaining members shall fill the vacancy by the appointment of a principal of a member school from the Division in which the vacancy occurs.

An appointee to an office must meet the same qualification standards that a person running for the office would be required to meet.

Appointees shall serve for the remainder of the unexpired term.

1.480 RETIREMENT SYSTEM

It shall be the duty of the Board of Directors to establish a retirement system for its employed administrative officers.

1.500 OFFICERS

1.510 TITLES OF OFFICERS

The officers of the Board of Directors shall be President, Vice President and Secretary who shall be elected by the Board from among its members. These officers shall serve in similar capacities as officers of the Association and shall perform the duties which regularly devolve upon such officers.

1.520 TERM OF OFFICE

Officers shall be elected annually by the Board of Directors at the meeting during which the ballots from the election of members of the Board of Directors are canvassed and after new members have been seated. Officers shall be eligible to succeed themselves provided they continue to be members of the Board of Directors.

1.530 TREASURER

The Board of Directors shall elect a Treasurer of the Association who shall be a principal of a member school whose term of office shall not exceed three years. The treasurer shall, however, be eligible for successive terms in office. The Treasurer shall receive for deposit all funds belonging to this Association: shall pay out money from funds belonging to the Association only upon the order of the Board of Directors and approval by the President: shall furnish a bond, the amount of which shall be determined by the Board of Directors, premium on which shall be paid by the Association: shall keep separate bookkeeping records of all receipts and expenditures relating to each respective activity of the Association: and, shall make a complete financial statement to the Association as of June 30 of each year.

The Treasurer's accounts shall be audited at least annually at the close of each fiscal year by a committee to be composed of the President of the Board of Directors as Chairman, the Chairman of the Legislative Commission and a third high school principal to be chosen by these two. This committee shall employ a certified public accountant who shall make the audit under its supervision. All expenses of the audit shall be paid by the Association.

1.600 DUES AND ASSESSMENTS

1.610 FISCAL YEAR

The fiscal year of the Association shall be from July 1 to June 30.

1.620 DUES

The Board of Directors shall have authority to assess annual membership dues to be paid by all schools belonging to the Association.

1.630 ENTRY FEES AND ASSESSMENTS

The Board of Directors shall be authorized to levy entry fees and assessments when necessary for the conducting of any inter-scholastic activity.

1.640 DATE OF PAYMENT OF DUES

The annual school membership dues, if assessed, shall be for the fiscal year of the Association, shall be payable on or after April 1 of each year and must be paid on or before June 30 of each year.

1.650 PENALTY

In case a school has allowed its membership to lapse, it cannot be reinstated until it has paid into the treasury the current dues plus an amount equal to one-third of the annual dues for that school year for which the school failed to pay its dues. However, in any event the penalty payment shall not exceed the dues for one full year.

1.700 LEGISLATIVE COMMISSION

1.710 AUTHORITY

All proposed amendments to either the Constitution or By-laws, or the consideration of any other proposed legislation, shall be referred to the Legislative Commission for evaluating and screening. Action shall be taken by the Commission on proposed legislation as provided for in Section 1.920.

1.720 ORGANIZATION AND OPERATION

1.721 ELECTION DISTRICTS

For the purpose of providing a geographic and equal representation on the Legislative Commission, the Board of Directors shall divide the State of Illinois into twenty-one Districts. Three of these Districts shall be in the City of Chicago. The other eighteen Districts shall consist of compact and contiguous territory containing approximately equal numbers of member schools. In 1978 and each three years thereafter, the Board of Directors shall review the compositions of the Districts then existent and, if deemed necessary or advisable, shall redistrict the state. In addition, seven (7) at-large Commission members shall be elected. One at-large Commission member shall be elected from each Division. All at-large Commission members must be a racial minority or a member of the under represented gender. At-large Commission members must be principals, official representatives, athletic administrators or activity directors.

1.722 MEMBERSHIP

The Legislative Commission shall consist of thirty-five (35) members from thirty-five (35) member schools. One principal shall be elected from each of the twenty-one (21) Districts. One athletic administrator shall be elected from each of the seven (7) Divisions. One at-large Commission member will be elected from each of the seven (7) Divisions. All at-large Commission members must be members of the under represented gender and/or minorities. At-large Commission members must be principals, official representatives, athletic administrators or activity directors. Elections shall be conducted for principals of the various Districts according to the following schedule:

- (a) In 1982 and each third year thereafter, Districts 1, 4, 10, 15, 16, 17 and 21;
- (b) In 1983 and each third year thereafter, Districts 2, 5, 8, 12, 14, 18 and 20;
- (c) In 1984 and each third year thereafter, Districts 3, 6, 7, 9, 11, 13 and 19.

Elections shall be conducted for representative athletic administrators of the various Divisions according to the following schedule:

- (a) In 1992 and each third year thereafter, Divisions 1, 4 and 7
- (b) In 1993 and each third year thereafter, Divisions 2 and 5
- (c) In 1994 and each third year thereafter, Divisions 3 and 6

Elections shall be conducted for at-large Commission members of the various Divisions according to the following schedule:

- (a) In 2000 and each third year thereafter, Divisions 1, 4 and 7
- (b) In 2001 and each third year thereafter, Divisions 2 and 5
- (c) In 2002 and each third year thereafter, Divisions 3 and 6

Note: Elections shall be conducted in 1992 for representative athletic administrators of Divisions 2, 3, 5 and 6. Division 2 and 5 athletic administrator representatives' terms from that election shall expire in one year with the regularly scheduled 1992 elections. Division 3 and 6 athletic administrator representatives' terms from that election shall expire in two years with the regularly scheduled 1993 elections.

1.723 NOMINATIONS

Not later than September 1 each year, the Board of Directors shall cause to be electronically mailed to the principal of each member school in each District/Division and athletic administrator of each member school in each Division in which a member of the Legislative Commission is to be elected, a letter giving the boundaries of the District/Division and a primary ballot requesting a nomination for a member of the Legislative Commission.

Principals may nominate one principal, not a member of the Board of Directors, from a member school in their District as a candidate electronically. Athletic administrators may nominate one athletic administrator from a member school in their District as a candidate electronically. In addition, principals may nominate one at-large Commission member from their Division electronical-

ly. These nominations must be submitted electronically to the Association by September 15. The Board of Directors shall appoint a teller to verify the vote count. The two principals from each District and the two athletic administrators from each Division receiving the highest number of nominating votes shall be declared the nominees and they shall be notified immediately of their nomination by mail. In case of a tie vote in any District/Division, the tellers shall determine the winner of the tie by lot.

An athletic administrator or activities director may not be considered for nomination if the principal at his/her school is a current member of the legislative commission and whose term has not expired. A principal may not be considered for nomination if the athletic administrator or activities director at his/her school is already a member of the legislative commission and whose term has not expired.

If a principal, athletic administrator or activities director from the same school are both nominated for the legislative commission, and the tellers determine they qualify as official nominees, the official representative of the principal's, athletic administrator's or activities director's school shall be contacted in order for the school to indicate which nomination will go forward on the ballot. The nominee not going forward will be replaced by the respective nominee with the next highest number of votes.

1.724 ELECTION

Not later than September 20, the Board of Directors shall cause to be electronically mailed to the principal of each member school in each District/Division and athletic administrator in each Division in which an election is to be held a electronic ballot on which are the names of the two nominees. Principals and athletic administrators shall mark their ballots in regular manner. each principal voting for only one of the respective nominees. Each ballot shall be electronically submitted to the office of the Association by October 1. The Board of Directors shall appoint a teller who shall meet not later than October 4, to verify the vote count. The teller shall then certify to the Legislative Commission the results of the balloting. At the next regular meeting of the Legislative Commission following the election, the Commission shall canvass the vote and declare the candidate(s) in each District/Division receiving the highest number of votes for each position to have been elected. In case of a tie in any District, the tellers shall determine the winner by lot.

1.725 TERM OF OFFICE

Members of the Legislative Commission shall be elected for terms of three years (except as provided in Section 1.722) and shall take office immediately upon the determination of their election as provided in Section 1.724. They shall serve until their successor is elected; until they cease to be a high school principal, athletic director, or activities director in the District/Division from which they were elected unless because of redistricting; until they tender their resignation and it is accepted by the Board of Directors; or until they become a member of the Board of Directors. They shall be eligible for no more than three three-year terms.

In the event that high school principals, athletic administrators or activities directors who are Legislative Commission members are removed from their District/Division because of the redistricting of the state (except as provided in Section 1.722) they shall continue to represent the District from which they were elected for the balance of the year provided they continue to serve as principal, athletic administrator or activities director of a member school in the territory which formerly comprised the District/Division from which they were elected.

1.726 VACANCIES

In case of a vacancy, the President of the Association shall appoint a principal or athletic administrator of a member school from the District/Division in which the vacancy occurs to serve until the time of the next regular election.

1.727 OFFICERS

The officers of the Commission shall be Chairman, Vice Chairman and Secretary. The Commission shall elect the Chairman and Vice Chairman. The Executive Director of the Association shall be the Secretary of the Commission.

1.728 MEETINGS

The officers of the Commission shall fix the time, place and provide reasonable notice of all meetings of the Commission. However, there will be at least two meetings between November 1 and December 31 of each year. Meetings may be called by the President of the Association and must be called by the Secretary upon written request of a majority of the members of the Commission or of not less than five percent of the member schools of the Association.

In case members report that they will be unable to attend a scheduled meeting of the Commission, the President of the Association shall appoint a principal of a member school from the District represented by an absentee to serve at the said meeting.

1.730 ACTION ON AMENDMENTS

All proposed amendments to the Constitution and By-laws and all other proposed legislation of a permanent character shall be referred to this Commission for consideration. In considering such proposals, the Commission shall have two meetings. In the first of these, the Commission shall meet as a Committee of the Whole. At their own expense, high school principals or any representative or committee not exceeding three members from any statewide organization of teachers may appear before the Committee to promote or oppose any proposal before the Committee or to counsel and advise the Committee regarding any desired modifications in the proposals.

The second meeting, which shall be the official legislative meeting of the Commission, may be held on the same day as the first meeting or at any time within thirty (30) days following the first meeting. The Commission shall be authorized to reword or amend a proposal, but shall obtain authorization from the principal submitting the original proposal before referring the revised or amended proposal to the Association. The Commission, with formal recommendations, shall refer to the Association for final action on all proposals except those rejected by a majority vote of the Commission members present. The report of the Commission shall be accompanied by a brief statement of the arguments for and against each proposal referred to the Association. Votes of the individual members of the Legislative Commission shall be recorded and made available to member school principals/official representatives upon written request. If, after consideration by the Legislative Commission, a proposal is not accepted for inclusion on the referendum ballot, but petitions requesting inclusion of the proposal on a referendum ballot are received from twenty percent (20) of the member school principals, the proposal shall automatically be included on the next referendum ballot without further action by the Legislative Commission.

1.740 EXPENSES OF COMMISSION MEMBERS

The necessary expenses incurred by members of the Legislative Commission in attending meetings shall be paid by the Association upon presentation of a proper voucher and approval by the Board of Directors.

1.800 MEETINGS OF THE ASSOCIATION

1.810 TIME AND PLACE

The time and place of the annual meeting of the Association shall be determined by the Board of Directors.

1.820 SPECIAL MEETINGS

Special meetings may be called by the President of the Association and must be called by the Secretary upon written request of not less than five percent of the member schools.

1.830 REPRESENTATION AT MEETINGS

The principal of each member school, or a teacher in the school delegated by the principal in writing, shall represent such school at all meetings of the Association and in all matters involving the relationships of the school with other schools under the rules of the Association.

1.840 QUORUM

Representatives of ten percent of the member schools shall constitute a quorum at any meeting of the Association.

1.900 AMENDMENTS

1.910 SUBMISSION OF AMENDMENTS

Proposals to amend the Constitution and By-laws shall be submitted by the official representative of any member school provided they are filed with the Executive Director of the Association not less than twenty (20) days prior to consideration by the Legislative Commission at a first meeting which deals with such proposals. All proposals shall be considered and reported on by the Legislative Commission in accordance with the provisions in Sections 1.721 through 1.740. All such proposed amendments to the Constitution and By-laws recommended by the Legislative Commission for final action by the membership must be voted on as provided in Section 1.920.

Proposals to amend Section 5.000 (By-Laws—Individual Sport) of this Constitution and By-laws and/or any of its sub-sections may be acted upon in accordance with the provisions of this Section. However, if the Section and/or Sub-section to which the amendment is proposed has been amended during the two (2) school years immediately preceding the school year in which the proposal is submitted, affirmative vote by at least sixteen (16) members of the Legislative Commission is necessary for submission of the proposal for referendum.

1.920 REFERENDUM VOTE

All proposals pertaining to the Constitution and By-laws and all other matters requiring an approving vote of the member schools that have been recommended for final action by the Legislative Commission shall be electronically mailed not more than ten (10) days after the second meeting of the Legislative Commission. Ballots for use in voting on such proposals shall be electronically mailed to all member schools not more than twenty (20) days after the second meeting of the Legislative Commission. All voting must be completed online within thirty (30) days after the second meeting of the Legislative Commission. A majority of the electronic votes cast shall be required for the passage of any proposal.

The Board of Directors shall appoint a teller, a high school principal who is not a member of either the Board of Directors or the Legislative Commission, to verify the vote count. These electronic ballots must be counted and the results announced to the membership by electronic mail within thirty (30) days after the conclusion of the balloting.

1.930 EFFECTIVE DATES OF AMENDMENTS

Each amendment of the Constitution and By-laws shall become effective on July 1 of the year following its adoption: on the date specified by the principals submitting the proposal providing such date is not less than thirty days following the notification of member schools of the results of the referendum in which the proposal was passed; or on a date mutually agreed upon by the submitting principal and the Legislative Commission.

BY-LAWS

All terms, conditions and provisions of the IHSA Constitution are incorporated herein as part of these By-laws. Any sections hereof deemed or found to be inconsistent shall be controlled and interpreted pursuant to the authority of the IHSA Constitution.

Included in this Section:

- 2.000 School By-laws
- 2.010 Compliance with Rules
- 2.020 Responsibility of Principal
- 2.030 Cooperative Team Sponsorship
- 2.040 Sportsmanship of School Representatives
- 2.050 Schools with which Contests May be Held
- 2.060 Multiple School Interscholastic Activities
- 2.070 Qualifications of Coaches
- 2.080 Selection and Use of Licensed Officials
- 2.090 Season Limitation in Athletic Activities
- 2.100 All-Star Teams and Games
- 2.110 Officials' Attendance at Rules Meeting
- 2.120 Coaches' Attendance at Rules Meeting
- 2.130 Principals' Attendance At Meetings
- 2.140 Participation Limitations During Strike
- 2.150 Physical Examination
- 2.160 Classification
- 2.170 Distribution of Steroids and Performance Enhancing Drugs

2.000 SCHOOL BY-LAWS

2.010 COMPLIANCE WITH RULES

- (a) Members of this Association must comply with the rules as stipulated in the Constitution and By-laws of the Association in all matters pertaining to athletic and activity programs, competitions and other events, with or against any other school, whether it is a member or non-member of the Association.

103) ELIGIBILITY OF SHARED-TIME STUDENT

- Q. What is the eligibility status of a student who takes part in a shared-time instructional program at two or more schools?
- A. Such student will be eligible at his/her home high school, provided he/she is enrolled there, all credit earned at other attendance centers is recorded toward graduation from the home high school, and the student is meeting all of the IHSA academic and other eligibility requirements. (By-laws 3.011 & 3.031.1)

104) SPECIAL EDUCATION STUDENT PARTICIPATION

- Q. May a special education student, who is enrolled at a member high school but participates in a special education program at an area cooperative center or school location assigned by the Special Education Cooperative, make an annual choice of the school at which he/she will be a participant in interscholastic athletics?
- A. Yes. Students from member high schools assigned to special education centers or other locations may be eligible to participate either at the school housing the student's classes or at their home high school. At the beginning of each school term, such students must determine the site at which they wish to participate during that year. They are then eligible, in regard to residence and attendance, for that year only at the school chosen, and any change constitutes a transfer subject to compliance with all by-laws. (By-laws 3.011 & 3.031.1)

3.040 TRANSFER

The eligibility of a student who transfers attendance from one high school to another high school is subject to the following Sections 3.041-3.047 and their sub-sections. Such student must additionally be in compliance with the applicable residency provisions of By-laws 3.031-3.034 and their respective sub-sections after the transfer. Except as provided in Section 6.010 of these by-laws, a student who does not comply with the applicable provisions of Sections 3.041-3.047 of these by-laws and their sub-sections shall be ineligible for a period not to exceed 365 days.

3.041 In all transfer cases, both the principal of the school from which the student transfers and the school to which the student transfers must approve of the transfer and execute a form provided by the IHSA Office. This form is to be initiated and signed by the principal of the school to which the student transfers and provided to the principal of the school from which the student transfers for signature by that principal. The concurrence of the principals accepting a transfer shall not be determinative of eligibility or binding on the Executive Director and/or the Board of Directors who shall have the discretion to investigate the accuracy of such conclusion and to override the acceptance of a transfer if evidence of violation or avoidance of non compliance with any by-law, or recruiting in connection with the transfer is found. A student is not eligible to participate in an interscholastic contest until the transfer form, fully executed by both principals, is on file in the offices of the school to which the student transfers.

3.042 Once classes begin in a school for the current school year, if a student changes attendance from that high school to another high school, the student shall be ineligible for the remainder of the school year in any sport in which he/she participated or was participating in a practice or interscholastic contest in the current school year at the school from which the transfer occurs: or

Once classes begin in a school for the current school year, if a student changes attendance from that high school to another high school, the student shall be ineligible for a period of thirty days, commencing on the first day of attendance at the new high school, in any sport in which he/she was not participating or had not participated during the current school year at the school from which the student transferred.

3.043 In addition, a student who transfers attendance from one high school to another high school pursuant to these by-laws, shall be ineligible unless:

3.043.1 The student transfers attendance in conjunction with a change in residence by both the student and his or her parents, custodial parent, surviving parent (in the case of a student with one deceased parent), or guardian from one public high school district to a different public high school district: or

3.043.2 The student transfers attendance from one public high school in a school district which supports two (2) or more public high schools to another public high school in that school district, and the transfer is in conjunction with a change in residence by both the student and his or her parents, custodial parent, surviving parent, or guardian to a residence within the boundaries established by the governing board of the school district for the high school to which the student transfers: or

3.043.3 The student changes attendance from a private school or a public school with no boundaries to a public high school located in the school district in which the student resides full time with his or her parents, custodial parent, surviving parent, or guardian: the student is enrolling for the first time in a public member high school with boundaries; and the principals of both of the high schools involved accept the transfer, concurring that there is no evidence of a) any violation or avoidance of, or noncompliance with, any by-law, b) any recruiting in connection with the transfer: or

- 3.043.4** The student transfers attendance from one private school to a different private school which is located within a 30 mile radius of his or her residence; the student resides full time with his or her parents, custodial parent, surviving parent, or guardian; the student is changing high school attendance for the first time; and the principals of both private high schools involved accept the transfer, concurring that there is no evidence of a) any violation of, or noncompliance with, any by-law, or b) any recruiting in connection with the transfer; or
- 3.043.5** The student, who is a child of divorced or legally separated parents, transfers attendance from one high school to another in conjunction with a change in legal custody between the parents by action of a judge of a court of proper jurisdiction, and a change in the student's residence from the former custodial parent to the parent to whom custody has been awarded by the court, provided that a copy of the petition and the court order so changing custody is on file with the principal of the high school to which the student transfers.
- 3.044** The student, who (a) is an orphan; (b) is a child of divorced, legally separated, or unmarried parents with respect to whom there has not been a change in custody ordered by a court of proper jurisdiction; or (c) is a ward of the state who transfers attendance from one high school to another high school, shall be subject to the eligibility provisions of Sections 3.043.1-3.043.4 as if the student resided with his/her parent(s), provided that following the transfer, the student continues to reside with the same family, foster family, group home or other unit or entity after the transfer as prior to and at the time of the transfer.
- 3.045** In the case of a student who transfers attendance from one high school to another in conjunction with the adoption of the student after the student has entered high school for the first time, or a change in guardianship of the student by order of a court of proper jurisdiction, the student shall be ineligible pending a ruling by the Executive Director. In such cases, the Executive Director may grant eligibility only if it is determined, after investigation, that the circumstances giving rise to the change of guardianship or adoption and the transfer were completely beyond the control of all of the following:
- (1) the student
 - (2) the student's parent(s)/guardian(s)
 - (3) the schools to and from which the student transferred.

Any action, inaction, or voluntary or self-initiated decision of the student, parent/guardian or the school to or from which the student transfers, or any one or more of them, which results in, affects, causes or pertains to the transfer shall not be considered to be "circumstances completely beyond the control." The student may practice, but shall not participate in an interscholastic athletic contest until a ruling on the student's eligibility has been made by the Executive Director.

- 3.046** In all other circumstances involving a transfer, the student shall be ineligible pending a ruling by the Executive Director. In such cases, the Executive Director may grant eligibility if it is determined after investigation that the circumstances giving rise to the transfer were completely beyond the control of all of the following:
- (1) the student
 - (2) the student's parent(s)/guardian(s)
 - (3) the schools to and from which the student transferred.

Any action, inaction, or decision of the student, parent/guardian or the school to or from which the student transfers, or any one or more of them, which results in, affects, causes or pertains to the transfer shall not be considered to be "circumstances completely beyond the control." The student may practice, but shall not participate in an interscholastic athletic contest until a ruling on the student's eligibility has been made by the Executive Director.

- 3.047** The member school to which a student transfers shall enforce any period of ineligibility imposed or that would have been imposed upon the student by the school from which the student is transferring, even if the student is otherwise eligible under these by-laws. The period of ineligibility at the school to which the student transfers shall be the remaining duration of the period of ineligibility imposed or that would have been imposed had the student not transferred, but not longer than 365 days after the date of the transfer, whichever is less.

Illustrations for Section 3.040 of the By-laws

The illustrations and situations it contains are for purposes of assisting in understanding the application of the particular by-law to which they pertain. In the case of any conflict, whether actual or believed, between the illustrations, examples or situations in this publication and the constitution or by-laws of the IHSA, the constitution and by-laws shall control.

- 105)** Q. How is the term "classes begin" in By-law 3.042 to be defined?
 A. "Classes begin" is defined as the first day a student may attend classes which is counted toward the member school's minimum required attendance day calendar as established by the Illinois School Code.
- 106)** Q. What evidence is required to affirm that a student and his/her parents have moved to a new school district and are living there full time?
 A. Documents requested by the Executive Director, including but not limited to some or all of the following: a lease or rental contract, closing documents, recorded title, affidavit of parent and student, documentation from the principals of the respective schools involved, telephone/utility and post office records, and such other evidence as may be

- 119.5) Q. If a school has too few participants on its wrestling team to enter a contestant in each weight class, but has competed in more than six contests against other schools during the season, may the school participate as a team in the IHSA state wrestling series?
A. Yes. (By-law 3.054)
- 119.6) Q. How is a double dual or a doubleheader counted under the terms of the participation limitations and the six-contest requirements of By-law 3.054?
A. A doubleheader will be counted as two (2) contests. A double dual in which the participants compete only once will be counted as one (1) date (for the school) and two contests (for an individual). A double dual in which the participants compete twice (against different opponents) will be counted as two (2) contests. (By-law 3.054)
- 119.7) Q. If a girls team competes against boys teams from other schools, may such contests be counted toward the six contest requirement for the girls team in that sport?
A. Yes, provided the girls team competes against another school's boys team in the same sport and in the same season as the state series it seeks to enter. (By-law 3.054)
- 119.8) Q. May seven schools schedule a hexadual contest (scoring the competition as six dual meets simultaneously conducted) and meet the requirements of the six contest rule?
A. No. The Board of Directors has ruled that a school must utilize a minimum of three different dates and may not count more than two contests on any given date in order to satisfy the requirement of the rule. (By-law 3.054)
- 119.9) Q. May a freshman, sophomore or junior varsity team contest be counted as one of the six required contests?
A. No. Only varsity team contests may be counted. (By-law 3.054)
- 119.10) Q. What determines whether a team is a varsity team?
A. In most sports, the school identifies a team it defines as "varsity" at the start of the season and that team fulfills a schedule of contests arranged for the "varsity" team. This team is considered to be the team which comprises the most skilled competitors in the sport and is the team which is the school's representative at its highest level of competition, including the state series. (Constitution 1.420)
- 119.11) Q. What determines whether a contest is a varsity contest?
A. The level of competition for a contest is regularly specified on the contract which schools enter into for a given contest. It is the Board of Directors' interpretation that unless otherwise mutually agreed upon by the principals/official representatives of all competing schools prior to the contest, the level of competition specified on the contract designates the level of the competition. (Constitution 1.420)

120) **INDIVIDUALS IN STATE SERIES**

- Q. If a school does not maintain a team in a sport that involves individual events, but has one student who wishes to compete in a state series, may the school enter the individual student in the state series?
A. Yes. The student may not compete for a team score, since the school has not competed in six contests, but will compete only as an individual representing his/her high school. (By-law 3.054)

121) **PRACTICE WITH ANOTHER SCHOOL TEAM**

- 121.1) Q. In the regular season, may an individual student who attends a school which does not maintain a school team in a given sport participate in practice sessions at a neighboring school which does maintain a school team in that sport?
A. No. (By-laws 3.054 and 2.060)
- 121.2) Q. After a student qualifies for advancement in the state series in a sport where he/she may compete as an individual, may that student practice against similar qualifiers from other schools in preparation for further state series competition?
A. No. (By-law 5.000 and its sub-sections)

3.060 AGE

- 3.061 A student shall be eligible through age nineteen (19) unless the student shall become twenty (20) during a sport season. In which event eligibility shall terminate on the first day of such season (as the season is defined in Section 5.000 of these By-laws).

3.070 RECRUITING OF ATHLETES

In the enforcement of the rule, member schools shall be responsible for any violation committed by any person associated with the school, including principals, assistant principals, coaches, teachers, any other staff members or students, or any organization having any connection to the school.

- 3.071** Recruitment of students or attempted recruitment of students for athletic purposes is prohibited, regardless of their residence.
- 3.072** It shall be a violation of this rule for any student athlete to receive or be offered any remunerations of any kind or to receive or be offered any special inducement of any kind which is not made available to all applicants who enroll in the school or apply to the school.

Special inducement shall include, but not be limited to:

- (1) Offer or acceptance of money or other valuable consideration such as free or reduced tuition during the regular year or summer school by anyone connected with the school. (Exception – private schools may waive tuition for children of faculty members, as a benefit of employment, provided there is no undue influence exerted upon the student or the family to attend the school.)
 - (2) Offer or acceptance of room, board or clothing or financial allotment for clothing.
 - (3) Offer or acceptance of pay for work that is not performed or that is in excess of the amount regularly paid for such service.
 - (4) Offer or acceptance of free transportation by any school connected person.
 - (5) Offer or acceptance of a residence with any school connected person.
 - (6) Offer or acceptance of any privilege not afforded to non-athletes.
 - (7) Offer or acceptance of free or reduced rent for parents.
 - (8) Offer or acceptance of payment of moving expenses of parents or assistance with the moving of parents.
 - (9) Offer or acceptance of employment of parent(s) in order to entice the family to move to a certain community if someone connected with the school makes the offer.
 - (10) Offer or acceptance of help in securing a college athletic scholarship.
- 3.073** It shall also be a violation of this rule to induce or attempt to induce or encourage any prospective student to attend any member school for the purpose of participating in athletics even when special remuneration or inducement is not given.

Schools are not prohibited from conducting academic recruitment programs, programs which may include information concerning the school's extracurricular offerings. However, such recruitment programs must be designed to provide an overview of the academic and extracurricular programs offered by a school and are not to be used as a subterfuge for recruiting students for athletic purposes. Such general recruitment programs permissible under this rule shall be carried out under the following guidelines:

- With the exception of an open house conducted at a member school, no member of a school's coaching staff may present or distribute the school's information to students not yet in high school unless they are representing all phases of the entire high school program at official junior high functions such as high school nights, fairs, days or visits.
- Any information presented or distributed shall be limited to the academic and extracurricular offerings provided by the school. The information may include a description of the athletic facilities available at the school.
- Any information presented or distributed shall not imply, in any manner, that the member school's athletic program is better or more accomplished than any other member school's athletic program.
- Any information presented or distributed shall not imply, in any manner, that it would be more advantageous for a prospective student athlete to attend a member school over any other school because of its extracurricular programs.
- Information may be presented or distributed only at an open house conducted at a member school or at a school housing grades below the ninth from which the member school can normally expect enrollment.

Illustrations for Section 3.070 of the By-laws

The illustrations and situations it contains are for purposes of assisting in understanding the application of the particular by-law to which they pertain. In the case of any conflict, whether actual or believed, between the illustrations, examples or situations in this publication and the constitution or by-laws of the IHSA, the constitution and by-laws shall control.

Introduction

IHSA By-law 3.070 and its sub-sections focus attention on the solicitation or inducement of young people to attend a particular high school in connection with participation in interscholastic athletics. It is important to note that these rules do not prohibit legitimate high school public relations, promotion or marketing. Rather, these rules prohibit capitalization upon a school's athletic program and/or a young person's athletic interest, potential or proficiency as a factor in determining school attendance.

Contacts with Prospective Students

- 122)** Q. May an employee, booster club member, alumna/alumnus or individual providing volunteer service to a member school make a home visit to a prospective student athlete for recruiting purposes?
- A. No. (By-law 3.073)

6.010 PENALTY FOR VIOLATING RULES

Any violation of the Constitution and/or By-laws, Terms and Conditions, IHSA Policies and Guidelines, and/or other rules of the Association shall be reported to the Executive Director, who shall have authority to investigate all alleged violations. The findings of the investigation shall be made known to the school (or schools), person (or persons), alleged to have committed a violation. The Executive Director shall then have full authority to invoke penalties against such school or persons found to have committed violations. Penalties shall include, but not be limited to, written warning or reprimand, requisite affirmative corrective action, up to and including suspension and/or expulsion. Failure to take the corrective action required by any penalty shall be the basis for further action, up to and including suspension and/or expulsion.

Persons found guilty of exercising undue influence to secure or retain the attendance of a student at a member school shall be ineligible to coach at an IHSA member school for one year. Sanctions shall also be imposed against the school represented by such persons.

Students whose high school attendance is found to have been affected by undue influence to secure or retain the student at a member school shall be permanently ineligible at that school.

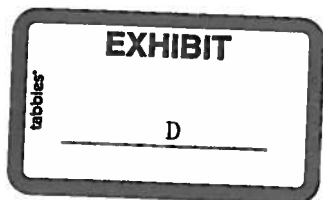
6.011 PLAYERS EJECTED FOR UNSPORTSMANLIKE CONDUCT

Any player ejected from a contest for unsportsmanlike conduct shall be ineligible for the next interscholastic contest at that level of competition, and all other interscholastic contests at any level in the interim, in addition to other penalties the IHSA or the school may assess.

Illustrations for Section 6.011 of the By-laws

The illustrations and situations it contains are for purposes of assisting in understanding the application of the particular by-law to which they pertain. In the case of any conflict, whether actual or believed, between the illustrations, examples or situations in this publication and the constitution or by-laws of the IHSA, the constitution and by-laws shall control.

- 289) Q. When a student-athlete is ejected for unsportsmanlike conduct and has to sit out the next game and also becomes academically ineligible for the next game, will the student serve both periods of ineligibility at the same time?
A. No. The student-athlete will be academically ineligible for the next week and then will serve the penalty for the ejection once the student-athlete has regained eligibility (By-law 6.010)
- 290) Q. May players who are ineligible for a contest due to a suspension for unsportsmanlike conduct travel with the team to the contest or attend the contest?
A. Yes. However, ineligible players may not appear at the contest in uniform. (By-law 6.011)
- 291) Q. If a player or coach is ejected from a junior varsity soccer game, when is he/she eligible to participate?
A. A player or coach ejected from a junior varsity soccer game for unsportsmanlike conduct will not be eligible to participate at any level of competition in soccer until the next junior varsity soccer game has been completed. If there is no contest at the same level within a ten day period, the ejected player or coach may fulfill the requirements of the by-law by missing three contests for another team(s) at any level in the same sport for which they are a rostered player or contracted coach. (By-law 6.011)
- 292) Q. If a player is disqualified for committing five personal fouls in a basketball game, must he/she sit out the next game?
A. No. By-law 6.011 only applies when players are ejected for unsportsmanlike conduct.
- 293) Q. If a player is ejected from the first game of a doubleheader in softball, is she eligible to play in the second game of the doubleheader?
A. No. (By-law 6.011)
- 294) Q. In the same situation, if the girl was in the lineup for the second game should the umpire allow her to play?
A. Yes. Game officials are not responsible for enforcing By-laws 6.011 or 6.012. The ejection from the first game should be reported as required. Note: all ejections for unsportsmanlike conduct must be reported in writing to the IHSA and the member school(s) involved by officials within 48 hours of the incident. (By-law 6.011)
- 295) Q. In some sports players and coaches may be ejected from a contest for reasons other than unsportsmanlike conduct. Do By-laws 6.011 and 6.012 still apply?
A. No. By-laws 6.011 and 6.012 only apply when players or coaches are ejected for unsportsmanlike conduct.
- 296) Q. What if a school fails to enforce By-laws 6.011 or 6.012?
A. Schools will be required to forfeit any contest(s) (including an IHSA state series contest) when a player or coach is allowed to participate when he/she is ineligible due to an ejection for unsportsmanlike conduct. Schools are to set up administrative procedures to insure proper enforcement of By-laws 6.011 and 6.012.



EXHIBIT

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AFFIDAVIT OF SCOTT HART

SCOTT HART hereby certifies and states as follows:

1. I am over the age eighteen, have personal knowledge of the facts contained in this Affidavit and can testify competently thereto if called as a witness.
2. I am the Executive Director, Mooseheart Child City & School, Inc., a registered Section 501(c)(3) charitable corporation, located in Mooseheart, Illinois.
3. Mooseheart is licensed through the Illinois Department of Family Services. It operates under the guidelines for a Residential Child Care Institution. Mooseheart is privately funded by the Moose fraternal organization.
4. My wife Christie and I came to Mooseheart in August of 1991 to interview for the position of Houseparent. As we waited in the dining room of Greater Chicago Hall, 11 elementary aged girls came home from school and greeted us. Theresa Tarbell, one of the 11, looked up and asked Christie and I, "Are you going to be our new Mom and Dad?" Having been offered a position of Houseparents, we arrived as employees in September of 1991 and have never looked back. Working as the "foster" mother and father to the children entrusted to our care was an incredibly rewarding experience. It also came with a lot of emotion as we dealt with young children scarred by the dysfunctional nature of their biological families. Families where drug and alcohol abuse, neglect, law enforcement contact, poverty, homelessness and violence were the norm. In late 1992 I became a supervisor over 7 boys homes and in 1995 became a coordinator over various service departments at Mooseheart. In 2002 I completed my master's degree in Human Service Administration from National Louis University and was named Assistant Executive Director. I became Executive Director of Mooseheart Child City and School, Inc. in March of 2003. Through my 21 years at Mooseheart, I have witnessed the lifesaving miracles of children receiving a second chance at childhood in a home environment

that is safe, nurturing, structured and loving. Children, who are able to overcome the emotional weight of the past, finding success in relationships, school and extracurricular activities.

MOOSEHEART

5. For almost 100 years, Mooseheart has taken in children, mostly broken and discarded by society, and endeavored to put them back together and mold them into successful adults by building around them a home, family and educational structure. More than 12,000 children have been raised, nurtured and educated by Mooseheart since 1913.

6. Mooseheart is not a boarding school for the rich and elite, but rather a home, a life, a family and a community for children who in most instances have none. Mooseheart attends to all the needs of the children entrusted to its care, from food, to medical care, to dental care, to education, to vocational training. Mooseheart tucks its children into their beds at nights, rocks its infants to sleep, wakes them up in the morning, feeds them, educates them, provides extracurricular activities for them after the school day, feeds them supper at night and then starts the cycle all over again, 24 hours a day, seven days a week, 365 days a year.

7. Approximately 215 children reside at Mooseheart ranging from ages 2 to 19 (seniors in high school). Virtually all of them, before arriving at Mooseheart, had no hope for the future. By no fault of their own, they lacked significant needs in their life, including: adequate supervision, housing, food, clothing, medical treatment and educational opportunities. It is the norm to have children arrive struggling with the loss of one or both parents, little health or dental care, neglect in the home and issues of past abuse (physical or sexual). The public school system lacks the wherewithal to save these children and provide the resources necessary to provide a necessary education.

8. Mooseheart has built a community, indeed an entire city, designed for one single purpose: to provide a nurturing environment and structure in order that a child in need can learn and grow. Mooseheart works to ensure that those children in need are learning in a stable

environment that gives them their best chance to succeed at life. The facility meets the child's every physical need: food, clothing, living supplies, medical and dental care, and most importantly, a family.

9. The adults here commit our lives not only just to Mooseheart, but also to the children entrusted to us. We assume all the burdens and responsibilities normally borne by the parents in a typical family. Just like a parent, the goal/mission of Mooseheart is not some fleeting game, trophy or even a season; it is to save and build a life that survives and flourishes beyond our city. The view is long-term, not some ephemeral soon-forgotten game, season or career.

10. Mooseheart charges no one for this, and only requires that families receiving government assistance or court ordered child support for their children re-direct that assistance to Mooseheart once Mooseheart assumes responsibility for their children. The deal is the same whether the child plays music, basketball, or suffers from Acquired Immune Deficiency Syndrome, is Bi-Polar or has Attention Deficit Disorder. It's been the same deal forever based on all that I know.

11. As with any parent, Mooseheart believes it imperative that our children should be involved in extracurricular activities for a wide variety of reasons. First, such participation allows the children to assimilate and find an identity in our unique community and their new family – it helps them find a place to belong. Second, it provides the children with something to do other than their schoolwork, and keeps them physically fit and healthy. Third, it fortifies the infrastructure of the children's world by extending their "Mooseheart family" to a team, group or unit, and thereby extending their Mooseheart support network. Fourth, it helps Mooseheart ascertain whether our children have an aptitude or talent, which could serve to sustain them in adulthood.

12. On the latter point, Marco Namowicz came to Mooseheart in 1997 at the age of 6. His father left before he was born in March of 1991. He lived in Chicago with his mother and grandparents. Unfortunately for Marco the death of both his grandparents in a short time span in late 1996 and early 1997 led his mother to substance abuse to hide the pain. Death, financial struggles, homelessness and drug abuse pushed his mother to find an alternative home for Marco at Mooseheart. He commented on his early life at Mooseheart by saying, "I was happy here and though I missed my mom, I accepted Mooseheart as my home. In time I grew to understand how everything fit together, like a five thousand piece puzzle. I fit in, having friends and adults, teaching me lessons in life. It wasn't until 4th grade that I made the decision to pick up the clarinet. What proved to be an ordinary decision ultimately foreshadowed my future."

13. During the summers of 2007 and 2008, Marco was able to attend Interlochen, an arts academy and a summer arts program, located near Traverse City Michigan. There, artists from the U.S., along with 40 other countries worldwide, come for training with professors to master their art, whether it be dance, painting, sculpture, writing, acting, film production, or music.

14. Marco made the following statement about his time at Interlochen, "it was a different and out of this world experience. It was the longest time I had ever been away from Mooseheart, and it taught me a lot about being independent. For six weeks I was alone, making decisions for myself. I was thrown into a completely new environment. Interlochen was far away from the hectic and busy life that we are used to. Here I could focus on music for six weeks straight. I was unbelievably surprised at how amazing other musicians were, and I realized that I knew very little of a new world so vast and intricate. I was far from being the best, but it didn't matter to me. I had made it and I was learning and improving so much. The experience touched every part of my soul, rejuvenating me and it was that first summer at Interlochen that I knew without a doubt I wanted to be a professional musician."

15. Today, Marco is a senior at DePaul University, majoring in Clarinet Performance. DePaul awarded him a total of \$33,000 in annual scholarships and grants to help cover the cost of tuition, room & board and textbooks. One of the individuals most influential in Marco's young life was Mooseheart's Band Director, Stephen Schmidt. In 2010, the Mr. Holland's Opus Foundation honored Mr. Schmidt as one of the nation's top band directors at Carnegie Hall in New York City.

16. Consistent with our mission to help children in need, in July of 2011 Mooseheart began operating a new program on our campus to care for and educate unwed, pregnant teens. In partnership with local non-profit organizations in the Fox Valley area, Mooseheart developed and staffed a program to help pregnant teens, who share similar needs as our traditional student population at Mooseheart.

17. Approximately 83% of the high school age children at Mooseheart compete in interscholastic sports. Of the 79 high school age boys at Mooseheart, 51 participated on the Junior Varsity and Varsity football teams and another 10 participated in Cross Country.

18. By rail, the Vice President of the United States, Thomas Marshall, traveled to Mooseheart on July 27, 1913 to dedicate its grounds. There, the Vice President stated:

Thank God, here in this Middle West, here on this most sacred day, humanity has again proved its right to be called the children of the Most High; has again reached out its hand in love and loyalty to the need brother, and has disclosed not only the right, but the duty of this great Order to exist.

Mooseheart has been reaching out that hand ever since.

19. Mooseheart Mission & Value Statements include:

Putting Children and Families First

A community that encourages all to live by the motto:

Enter to Learn, Leave to Serve

Mooseheart is dedicated to values that illustrate our commitment to both the children and families we serve, as well as the staff who carry out our mission.

Love- Creating a sense of belonging for every member of the community; youth and staff alike.

Education- Preparing youth for successful futures by providing a well-rounded academic experience.

Achievement- Helping youth and families reach their full potential by teaching skills that will promote independence.

Respect- Upholding youth and staff rights; preserving dignity and self worth of all community members.

Nurturing community- Providing a safe, secure and healthy environment in which all can grow and develop.

Serve- Instilling generosity by encouraging commitment to social interests and volunteerism.

Excellence- Maintaining high standards for the qualifications, training and performance of our staff.

Recognition of strengths- Celebrating the individual gifts, talents and accomplishments of each member of our community.

Values- Providing a strong moral culture by teaching values and operating with integrity.

Enrichment- Promoting growth of the whole individual by meeting physical, emotional, behavioral and spiritual needs.

THE MOOSEHEART CHILDREN

20. Children come to Mooseheart from all over the world, from all imaginable conditions, and in all shapes, sizes and ages. From infants with no home, who have been left on our doorstep, to full-grown boys and girls with lengthy documented histories of abuse have arrived with no place left to go. Mooseheart is in the business of saying yes, not that there is no room at the inn. What we state on our website is true. "It is Mooseheart's policy to admit qualified children who have a need. The Admissions Committee considers all applications of children in need."

21. Our children find their way to Mooseheart through hundreds of organizations in the United States and around the world. Children have come to Mooseheart from referrals from such organizations as East Aurora High School and the Chicago Public School System to other organizations such as Boys and Girls Hope, Hesed House Homeless Shelter and Milton Hershey School to such institutions as North Shore Country Day School. We do not challenge these organizations as to where or how they came upon these children, nor do we question these organizations or judge their mission or intentions. Rather, Mooseheart asks but one question: does the child presented have need?

22. If the child presented has need and has a good prospect not only to succeed in the Mooseheart environment but in adult life beyond, Mooseheart opens its homes to them. Every application file varies, some with little or no paperwork, others with an abundance of paperwork and history, often graphically tragic. The paperwork often varies depending upon the organization, which has channeled the child to Mooseheart and the current state of the family.

23. Approximately 90% of the applications Mooseheart reviews are accepted by Mooseheart. Mooseheart currently has students who were born in Mexico or Canada, and quite a few have emigrated from Nigeria, Ghana and Sierra Leone. Over the years, Mooseheart has been home to children from five of the seven continents on this earth.

24. Mooseheart has had non-immigrant children residing in our care since the early 1960's. Since the creation of the Department of Homeland Security in 2001, Mooseheart has cared for 11 students, legally in the United States on F-1 student visas. The IHSA has informed Mooseheart on a number of occasions that the A-HOPE Foundation is not an approved foreign exchange program under the IHSA By-Laws, Procedures, Guidelines or Policies. Mooseheart has no basis to affirm or dispute that statement, but none of 11 students since 2001 have arrived at Mooseheart with J-1 exchange student visas. There is a fundamental difference between the two visa types. F-1 non-immigrant student visas are for long-term study at an approved U.S.

university, college, high school, private elementary school, seminary, conservatory or other academic institutions, including a language-training program. Students can stay in the United States as long as they maintain their status as full time student at an academic institution approved by SEVIS (Student Exchange Visitor Information System) through the Department of Homeland Security. Mooseheart has been a SEVIS approved school since 2003.

25. J-1 visas are limited in time period and are issued to promote cultural exchange. J-1 student visas must be approved through SEVP (Student and Exchange Visitors Program), which has government oversight through the Department of State and are also monitored through SEVIS. F-1 students at Mooseheart have come from Canada, Sudan and the Democratic Republic of Congo.

26. Since 2001, Mooseheart has had eleven current or former children with an approved F-1 Visa in our care.

27. Mooseheart students who complete their high school studies with a 3.0 GPA or better are eligible for up to five years of annual renewable post-secondary school funding from Mooseheart which covers tuition, room and board in an amount comparable to that required for an in-state student at an Illinois public university. Mooseheart children are considered Illinois residents for purposes of their college applications.

MOOSEHEART'S AFRICAN CONNECTION

28. Manute Bol is a Dinka tribesman from the Sudan. He played basketball in the NBA and sent "more than \$3.5 million of his earnings to his fellow Dinka tribesman in the war-torn African country of the Sudan." (Exhibit A hereto.) He became familiar with the work of Loyal Order of the Moose, admired it and decided to himself become a member of Chicopee Falls, MA Moose Lodge 1849.

29. On about March 7, 2005, Manute Bol visited Mooseheart here in Illinois. He gave an inspirational speech to the student-body. He told the children “[i]f I stayed in the Sudan, I’d probably be dead.” As to the boys and girls growing up in the Sudan, he said:

The kids in Africa, they have no shoes, no clothes and no food, . . . They have no chance at an education. Here in America you get all that provided for you – all you have to do is go to school and work hard.

(Exhibit A.)

30. At the time Manute Bol visited Mooseheart, we thought about ways we could help other children from Bol’s Dinka Tribe to come here. We had a discussion with Bol regarding such opportunities, but we did not have any way to identify students to get them to the U.S.

31. Such an opportunity presented itself in 2010 when Mooseheart was contacted by Mark Adams, founder of the A-HOPE Foundation about a senior-to-be named Deng Agouc who had lost his scholarship at Mount Michael School in Nebraska and was confronted with the prospect of returning to the Sudan without completing his high school education. Mooseheart accepted Deng Agouc into our community where he was able to complete his high school education and graduate. Upon his graduation from Mooseheart, Deng Agouc attended Lake Land Community College in Mattoon, Illinois.

32. In 2011, Mark Adams contacted Mooseheart and asked us to consider for admission four boys from the Sudan named Mangisto Deng, Makur Puou, Akim Nyang and Wal Khat (collectively “African Boys”). Our Admissions Committee met, determined that the African Boys demonstrated substantial need and had a solid prospect of succeeding at Mooseheart academically as well as good prospect to succeed after graduation. The vote to admit the African Boys was unanimous. The athletic ability of the African Boys was not a factor considered by the Admissions Committee.

33. The African Boys arrived at Mooseheart in May of 2011. We placed each of them in a separate Mooseheart family home and tutored them in English for the entire summer.

The first night that Wal Khat spent the night is his Mooseheart family home, he woke early the next morning and attempted to go down to the lake to draw water for the day for his new home. He also asked if we owned the geese and herded them like cattle.

34. In August of 2011, the Moose Magazine interviewed the African Boys. Makur Puou said the following:

Mooseheart is changing our lives We have learned a lot of things. Mooseheart is taking care of us. We have a place to sleep. We have enough clothes and we have a good education. So we thank the members of the Moose because our lives will be better.

But when you come here, you feel like you are at home. You feel like you have your father and mother in the home and your older brothers are taking care of you.

We want to get a good education and we will get a good education and then we will go back and help our families.

They [Mooseheart] made something good, They give us a chance to get a good education. For children with nowhere to go, they give opportunities, they create them. They take care of the children.

Mangisto Deng said the following:

I would like to play in the NBA But maybe my leg is broken and I can't play. If I don't have an education, I can't do anything. But if I have that education, I can go back home and do something beautiful, better than any sport.

Wal Khat added:

We were told that you can come here and go to school, If you are good at track, you can run track or if you are good at playing basketball, you can play basketball. But you can get an education.

In conclusion, Makur Puou said:

We all came here and hope to play, If you play and don't have an education, you can't do much. We know that if we come to the United States, we can get a good education. That's the first thing. We're at Mooseheart to get an education. There are people better than us in basketball in Sudan. But they don't care about getting an education, so they aren't here.

(Exhibit B)

35. The African Boys have been with us now for over a year. They have assimilated into our family well and adored by the younger Mooseheart children. The African Boys are humble, and have demonstrated a profound sense of gratitude to the Moose fraternity for what they have been provided.

RECENT EVENTS

36. In its 100-year history, Mooseheart has never won a State championship or been a state finalist in any Illinois High School Association ("IHSA") sport. Only a handful of Mooseheart student-athletes have ever won a State championship, and those only in Track & Field. The last being Oumarou Abdulahi, 2011 State 1A High Jump Champion.

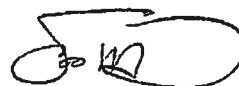
37. In March of 2012, Gary Urwiler and I met with Kurt J. Gibson at Mooseheart with respect to all students attending Mooseheart bearing an F-1 Visa. We offered to have Mr. Gibson tour our facilities but he indicated that he did not have time to do so.

38. Other than that March visit, I am not aware of anyone from the Illinois High School Association ("IHSA") making a formal visit to Mooseheart.

39. I am not aware of anyone from the IHSA speaking to the African boys.

40. Earlier this month, the IHSA awarded Wal Khat a 24th place medal at the 1A State Cross Country meet. Based on my observations, it was just about the biggest thrill of his life.

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.



Scott Hart



AFFIDAVIT OF GARY URWILER

GARY URWILER hereby certifies and states as follows:

1. I am over the age eighteen, have personal knowledge of the facts contained in this Affidavit and can testify competently thereto if called as a witness.
2. I am the Superintendent of Education and Principal at Mooseheart Child City & School, Inc. ("Mooseheart"), located in Mooseheart, Illinois.

MY STORY

3. I was born into a loving and supportive family headed by two parents in 1969. At the age of five, on December 5, 1974, I was with both my parents at the Riverside Moose Lodge #279 in New Jersey. I overheard my father Harry tell my mother we would be going home soon. Those were the last words I heard him speak. He died of a heart attack on the Moose Lodge floor moments later. I still see his blue lips swelling and his eyes closing for the last time.

4. For months I slept by the front door waiting for my father to come home. I became increasingly difficult to manage with each disappointing morning. I found it impossible to manage my own emotions and behaviors; emotional outbursts became the rule rather than the exception. I was very angry and stubbornly refused to give my mother the space or peace to grieve. I violently rejected her pleas for me to consider her "father and mother in one."

5. Time did not heal the wounds. Over the course of several years, I became harder and harder for my mother to manage. I was in and out of psychiatrist's/psychologist's offices, on medication, sent to foster care homes, then ended up in a detention center in Philadelphia for a time. There, it was every child for him or herself.

6. Eventually I was returned to my mother's care but by then I was lost. My mother placed me in the care of Mooseheart, a community halfway across the country in Illinois that cared for and raised kids like me.

7. It was 1981, I was 12, and just entering my 7th grade year. I still vividly remember the day I arrived at Mooseheart. One of the first things I saw was the football field and to me, it was a Field of Dreams. Mooseheart became my sanctuary.

8. From the day I arrived until the day I graduated, I found my calling on Mooseheart's athletic fields. My involvement in athletics at Mooseheart, gave me a sense of belonging, gave me a sense of who I was meant to be – a leader, a mentor, a role model, and someday, a father.

9. I became Mooseheart's quarterback. I became a leader. I became a man. I straightened out, became responsible and began to care for my mother rather than the other way around. I can say absolutely say without reservation that Mooseheart and its family community saved my life.

10. I won 12 varsity letters and upon graduation from high school, received a Moose scholarship to attend Eureka College where I also played quarterback for three years. After graduation from Eureka in 1991, I got a job at West Aurora High School coaching and teaching.

11. Not long after I got to West Aurora, I began to feel a sense that I had a debt to repay to Mooseheart. I worked as a Camp Director at a Mooseheart camp and then decided to return to Mooseheart on a permanent basis. I became "a lifer."

12. I met my wife, Donna, at Mooseheart and we were married 15 years ago in the church on campus. We have given birth to three sons here, Zachery, Quinton and Trey. All of us live at Mooseheart and attend nearly every function of Mooseheart as a family.

13. My vision of Mooseheart, and my duty to it, transcends any game, trophy, season or high school career. Indeed, my vision for Mooseheart today exceeds my own mortality.

14. My motto, and that of Mooseheart are one in the same.

ENTER TO LEARN – LEAVE TO SERVE

THE AFRICAN BOYS

15. Mooseheart is in the business of saying yes, we can help. What we state on our website is true. "It is Mooseheart's policy to admit qualified children who have a need. The Admissions Committee considers all applications of children in need."

16. Like me, our children find their way to Mooseheart through our association with hundreds of organizations in the United States and around the world. Through these organizations and associations, children are identified and recommended for admission to Mooseheart.

17. I recall learning from Mr. Ron Ahrens about a group of four boys from Sudan in 2011 who were interested in Mooseheart. Mr. Ahrens shared with me that an individual associated with an organization that had previously referred a Sudanese boy (Deng Agouc) to Mooseheart had contacted him and asked if we would consider more children from Sudan. The four children from the Sudan are named Mangisto Deng, Makur Puou, Akim Nyang and Wal Khat (collectively "African Boys").

18. I am a member of the Mooseheart Admissions Committee. On January 31, 2011, the Admissions Committee met to consider the admission of the African Boys. The Admission Committee determined that the African Boys had need and the potential to succeed at Mooseheart. The decision to admit the African Boys was unanimous.

19. The idea that the African Boys were admitted into Mooseheart "based on their athletic prowess" is false and offensive. At the time the African Boys were considered, no one had met the boys, seen them compete athletically or in any way assessed their athleticism. The Admissions Committee did not have, consider or review any performance statistics, newspaper articles, social media, internet, radio or television segments with respect to their alleged "athletic prowess."

20. I completed the necessary Transfer Eligibility forms of all the African Boys, required by the Illinois High School Association (“IHSA”), and faxed them to the attention of Dr. Marty Hickman, on June 14th, 2011. On July 12, 2011, we received a fax in return from Dr. Hickman informing us of the eligibility ruling. It was at this time that each of the African Boys were ruled ineligible in regards to their transfer to participate in interscholastic athletics at Mooseheart High School for the 2011-2012 school term.

21. I understand that the following statement about Mooseheart has been made. “Having a residential facility could provide [Mooseheart] with an opportunity to ‘stash away’ student-athletes for a one year period” Based on my life’s work, I have trouble imagining a more false and repugnant statement.

THE AFRICAN BOYS ARE NOT FOREIGN EXCHANGE STUDENTS

22. Mooseheart has no affiliation, arrangement or other relationship with the A-HOPE Foundation, and has no first-hand knowledge as to the business of the A-HOPE Foundation. Other than referring Moose lodges, pretty much the same thing can be said about every other organization that has over the past 100 years referred a child to us.

23. The African Boys do not have J-1 student visas and are not in any way considered exchange or foreign exchange students. Rather, the African Boys have non-immigrant student visas (F-1) issued by the United States government, which are good for as long as the African Boys remain full-time students (be it high school, college or beyond) at an academic institution approved by SEVIS through the Department of Homeland Security. Mooseheart has been SEVIS-approved since 2003 and thus the concept of foreign exchange students and approved foreign exchange programs simply has nothing whatsoever to do with the African Boys.

24. In contrast, J-1 foreign exchange student visas are approved by SEVP. The J-1 student visas are of limited duration, and apply to foreign exchange students only. Mooseheart is

not, and never has been, part of any foreign exchange program, whereby our students travel to a foreign country to take part in a cultural experience.

THE IHSA

25. In my current role, I have been very forthcoming over the years, initiating communication with IHSA Administrators, inviting them to our campus for a tour, so that they could gain a deeper appreciation of how we serve our students, and the impact Mooseheart has on our youth. That invitation still cordially remains open. As Mooseheart is a very unique campus – the largest Residential and Education Care Facility in Illinois, we strive to encompass the whole child physically, emotionally, and spiritually, by guiding them through educational programs that benefit their beings in their entirety and bring them to adulthood.

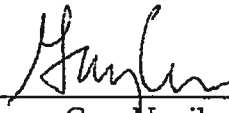
26. On March 23rd during our discussions with Kurt Gibson on F-1 student visas, I asked Mr. Gibson directly if Mooseheart was under investigation from the IHSA for any reason. Mr. Gibson stated that Mooseheart was not under investigation, but rather he was just gathering information for Dr. Hickman about the issue of F-1 student visas.

27. During a telephone conversation with Kurt Gibson on August 31st, I again asked if Mooseheart was under investigation by the IHSA for any reason. Mr. Gibson again stated that Mooseheart was not under investigation and that he was attempting to clarify how a student holding an F-1 visa would arrive at Mooseheart.

28. Based on my understanding, no member of the IHSA has ever toured our grounds to see our very unique campus and program, completely unlike anything else in the State.

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief

and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.



Gary Urwiler