

Special Meeting

**BOARD OF EDUCATION
Jacksonville School District #117**

AGENDA

Wednesday, March 29, 2023

Board Room

211 West State Street

Jacksonville, IL 62650

5:00 PM

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. RECEPTION OF VISITORS, PETITIONS, AND COMMUNICATIONS

2

RECEPTION OF VISITORS, PETITIONS AND COMMUNICATIONS

This is time set aside during each meeting to allow the public to address the Jacksonville School District 117 Board of Education.

(Please note: The Board typically does not respond to comments or questions during this time, it is our time to listen to you. We will take your questions and comments under advisement and, as necessary, may refer them to the administration for appropriate action.)

Board Policy 2:230

Public Participation at Board of Education Meetings and Petitions to the Board

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

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

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

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

JSD117

◆

**THE BOARD IS
IN CLOSED
SESSION**

◆

THANK YOU FOR YOUR PATIENCE

A. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Public body, specific independent contractors, or specific volunteers of the public body or legal counsel for the Public body, including hearing testimony on a complaint lodged against an employee of the Public body or against legal counsel for the public body to determine its validity. 5 ILCS 120/2(c)(1).

B. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2).

C. Student disciplinary cases. 5 ILCS 120/2(c)(9).

D. The purchase or lease of real property for the use of the public body, including meetings held for the purpose of whether a particular parcel should be acquired. 5 ILCS 120/2(c)(4).

VI. ACTION ITEMS

A. Consideration of the Board of Education to approve the purchase of property for the Buildings and Grounds Department

6

ACTION ITEM

March 29, 2023

TO: Board of Education
FROM: Richard Cunningham
SUBJECT: Consideration of/to approve purchase of 2253 W. Morton Avenue building.

PROPOSED MOTION BY THE BOARD OF EDUCATION:

I recommend that the Board of Education approve to purchase the 2253 W. Morton Avenue building for \$500,000.

MOVED BY: _____ Seconded: _____

YEA:		NAY:		YEA:		NAY:
_____	MR. BEARD	_____	_____	MRS. LEONARD	_____	_____
_____	MRS. RYAN	_____	_____	MRS. WILSON	_____	_____
_____	MR. LONERGAN	_____	_____	MRS. STEWART	_____	_____
_____	MR. MCBRIDE	_____				

Background Information:

See Contract.

CONTRACT FOR SALE OF REAL ESTATE

This **CONTRACT FOR SALE OF REAL ESTATE** ("Agreement") is made and entered into as of the 24th day of March 2023, between Jamison Real Estate, LLC, an Illinois limited liability company, (hereinafter referred to as "Seller") and Jacksonville School District 117, (hereinafter "Purchaser"), for the acquisition from Seller by Purchaser of the subject matter hereinafter described, under the following terms and conditions. Seller and Purchaser are also referred to herein individually as a "Party" and collectively as the "Parties."

1. Subject Matter. Subject to the terms and conditions of this Agreement and the consideration herein set forth, Seller agrees to sell and transfer, and Purchaser agrees to purchase and acquire, all of Seller's right, title and interest in and to the real property, and all buildings and structures (the "Buildings"), parking areas, improvements and fixtures now situated on thereon (the "Improvements"), all easements, hereditaments and appurtenances belonging to or inuring to the benefit and pertaining thereto (the "Benefits"), if any, and any street, road or alley abutting the real property to the centerline thereof on the real property legally described in Exhibit A hereto (all such real property, Buildings, Improvements, and Benefits collectively referred to herein as the "Real Estate"). The definition of "Improvements" herein shall not include any netting or turf within the Buildings, nor the sound system, nor any signage referencing the name of Seller's business entity or entities.

2. Agreement to Convey. Seller agrees to convey, and Purchaser agrees to accept, on the date of Closing good and merchantable fee simple title to the Real Estate by Warranty Deed, or other type of deed acceptable to Purchaser, subject only to the "Permitted Exceptions" described in Section 5.A. hereinbelow.

3. Price and Terms.

A. The purchase price is and shall be Five Hundred Thousand Dollars (\$500,000.00) payable by good funds in United States Dollars ("Purchase Price").

B. Within ten (10) business days after the date of this Agreement, Purchaser will deposit the sum of Ten Thousand Dollars (\$10,000.00) as an earnest money deposit ("Earnest Money Deposit") with West State Title Company, as Escrowee. Said Earnest Money Deposit is to be held by Escrowee pursuant to the terms of this Agreement. At Closing, the Earnest Money Deposit shall be applied against the Purchase Price of the Real Estate.

C. Purchaser shall take title to the Real Estate subject only to: (i) any lien for real property taxes, provided that said taxes are either due and payable or are a lien on the date of Closing and shall be paid by Seller giving Purchaser a credit at Closing for the amount of said real estate taxes in the manner described in Section 5.E. herein below; and (ii) the Permitted Exceptions as defined herein below in Section 5.A.

D. Purchaser shall pay the Purchase Price, at Closing, less credits for any Earnest Money Deposit, prorated taxes, and any other credit or deduction pursuant to this Agreement or any amendment thereof.

4. Contingencies. This Agreement is contingent upon:

A. Due Diligence Materials. Seller furnishing to Purchaser, within fifteen (15) business days of the date of this Agreement, any surveys, environmental reports, engineering reports,

blueprints, or other reports pertaining to the Real Estate or its condition known by Seller to be in Seller's possession.

B. Tests and Inspections. Purchaser, at its sole expense, conducting any and all engineering tests, soil boring tests, topography tests, geotechnical tests, soil compaction tests, architectural surveys, and structural and mechanical tests and inspections to ascertain that the Buildings on the Real Estate are structurally and mechanically sound, including, but not limited to, the roof, the structural components, the mechanical components, the HVAC system, and the plumbing and electrical systems, and to determine that the Improvements are in compliance with the Americans With Disabilities Act ("ADA"). If Purchaser determines in its sole discretion that the Buildings are not structurally and mechanically sound or that the roof, mechanical systems, or other systems in the Buildings or on the Improvements are not structurally or mechanically sound, or if Purchaser determines that the Improvements are not ADA compliant, Purchaser shall have the right to terminate this Agreement subject to the requirements of Paragraph 4.H. of this Agreement. Seller hereby grants Purchaser the right to enter upon the Real Estate to conduct such tests and inspections as Purchaser deems necessary. In regard to such tests and inspections, and the tests and inspections described in Paragraph 4.C. below, Purchaser agrees that at its sole cost and expense it will restore the Real Estate to the same condition as it existed prior to its entry onto the Real Estate to conduct such tests and inspections and shall be liable for any and all damage caused by such testing.

C. Environmental Inspection. Purchaser's receipt, at Purchaser's expense, of a Phase I Environmental Report, a Phase II Environmental Report, if necessary, an Asbestos Survey and a mold inspection, (the "Report(s)"), from an environmental engineer(s) chosen by Purchaser, demonstrating to Purchaser's satisfaction that the Real Estate is free from any and all material environmental defects and that asbestos removal and mold remediation will not be necessary or will be at a cost deemed reasonable by Purchaser. Upon Purchaser's receipt and review of such Report(s), should the same reveal that the Real Estate contains or may contain any material environmental defects or is in need of asbestos removal or mold remediation at a cost deemed unreasonable by Purchaser, Purchaser may elect, at Purchaser's sole discretion to declare this Agreement null and void subject to the requirements of Paragraph 4.H. of this Agreement. The Parties agree that the cost of such Report(s) and inspections shall be paid by Purchaser. For purposes of this Paragraph 4.C. the phrase "material environmental defect" shall mean an environmental defect that costs more than \$10,000.00 to remediate.

D. Title Commitment. Purchaser obtaining a title commitment at Seller's expense from the Title Company in accordance with the provisions of Section 5.A. hereof.

E. Survey. That the survey of the Real Estate described in Section 5.B. below does not disclose any material condition, easement or restriction affecting the Real Estate which would prevent or make materially more expensive Purchaser's use of the Real Estate for its current purposes.

F. Pest Inspection. Purchaser, at Purchaser's expense, obtaining a written report from a pest control firm certifying to Purchaser, with a copy provided to Seller, that the Real Estate has been inspected for termite and other wood destroying insect infestation. If active infestation is found, the Real Estate shall be treated by a reputable company of Seller's choice, at Seller's expense, or Purchaser may take a credit at Closing for the cost of such treatment. If material structural damage due to prior or existing infestation is found and verified by a qualified inspector or contractor, Purchaser shall have the option to declare this Agreement null and void subject to the requirements of Paragraph 4.H. of this Agreement.

G. Zoning. Purchaser determining that the Real Estate is zoned in such a manner so as to allow Purchaser to use the Real Estate for its current use, and Purchaser determining that the Real Estate has sufficient parking to satisfy any and all zoning and/or other state, county, or municipal regulations

for the current use of the Real Estate.

H. Contingency Period. Purchaser shall have a period of thirty (30) days from the date of the full execution of this Agreement (the "Contingency Period"), to satisfy itself that the above contingencies have been satisfied with no material defects that would have a material adverse effect on Purchaser's ability to use the Real Estate for its current use or have a material adverse effect on the value of the Real Estate ("Material Defect"). Notwithstanding anything herein to the contrary, if during the Contingency Period Purchaser discovers any Material Defect that Purchaser is not willing to accept, Purchaser shall advise Seller of the Material Defect(s) in writing no later than three (3) business days after the expiration of the Contingency Period and provide Seller with the opportunity to cure such Material Defect(s) on or before the Closing. In the event Seller is not able or not willing to cure such Material Defect(s), Seller shall so notify Purchaser in writing. Purchaser shall have the option, within three (3) business days after receipt of the written notice from Seller, of either waiving any or all of said Material Defects, or declaring this Agreement null and void, which will entitle Purchaser to a return of the Earnest Money Deposit. In the event Purchaser does not provide timely notice to Seller of any such Material Defects the above contingencies shall be deemed waived by Purchaser and purchaser shall be obligated to proceed with the purchase of the Real Estate as provided in this Agreement.

Seller agrees that Purchaser and Purchaser's agents or representatives, shall have the right to enter upon the Real Estate at an arranged time with the Seller, which shall accommodate the schedules of any third-party inspections being utilized by Purchaser.

5. Closing.

A. Title Commitment. After execution of this Agreement, Purchaser shall obtain a commitment for an owner's title insurance policy issued by West State Title Company (the "Title Company") covering the Real Estate with full extended coverage over the standard General Exceptions normally contained in title policies in the amount of the Purchase Price and issued by the Title Company. It is a condition of Closing that said commitment shall reflect that Seller shall be in a position to deliver a Warranty Deed, or other type of deed acceptable to Purchaser, conveying good and merchantable title, free and clear of encumbrances, reservations, restrictions, easements and rights of way, except as may be specifically approved in writing by Purchaser (the "Permitted Exceptions"), provided, however, that Purchaser shall not unreasonably withhold approval of easements, building lines, building laws and ordinances, use or occupancy restrictions, conditions and covenants of record, and rights of way that do not materially interfere with the current use of the Real Estate. Purchaser will advise Seller, in writing, within ten (10) days after receipt of both the title commitment and the survey referred to hereinbelow in Subsection 5.B., of any objections to title and will allow Seller up to ten (10) days from receipt of such notice or up to the Closing, to correct such objections or to obtain Purchaser's approval of such objections as exceptions to title, and the Closing date stated herein shall be extended as required to allow for correction of such objections. In the event that Seller does not elect to correct any such title exceptions, and if Purchaser does not approve such objections as exceptions to title, Purchaser may then elect to terminate this Agreement, which shall entitle Purchaser to the return of the Earnest Money Deposit.

B. Survey. Prior to the expiration of the Contingency Period, Purchaser shall have the right to obtain, at Purchaser's expense, a current ALTA survey of the Real Estate prepared by a licensed Illinois Land Surveyor, certified to the Title Company and to Purchaser and showing the Real Estate and the Improvements thereon and in sufficient form to allow the title insurance company to delete the survey exception to the owner's title policy to be provided to Purchaser. Said survey shall show that the Improvements on the Real Estate do not encroach upon adjoining real estate and do not violate any zoning or other setback requirements and shall show that there are no encroachments of improvements on adjoining real estate onto the Real Estate. Said survey shall also show that the Real Estate is not located in a flood

zone. If Purchaser has any objections to the survey obtained by Purchaser, Purchaser shall inform Seller in writing of such objections within ten (10) days of its receipt of both the survey and the title commitment referred to hereinabove in Subparagraph 5.A. Seller shall have up to ten (10) days from receipt of such objections or up to the Closing, to correct such objections or to obtain Purchaser's approval of such objections, and the Closing date stated hereinabove shall be extended as required to allow for correction of such objections. In the event that Seller does not elect to correct any such objections, and if Purchaser does not waive its stated objections, Purchaser may then elect to terminate this Agreement, which shall entitle Purchaser to return of the Earnest Money Deposit.

C. Closing. Settlement and closing of this transaction shall take place on or before June 1, 2023.

D. Closing Costs. The costs incurred in issuance of the title commitment referred to above in Section 5.A., the premium for issuance of the owner's title insurance policy (but excluding all costs for special endorsements or extended coverage requested by Purchaser), (including the initial search and examination charges), payment of real estate transfer taxes and recording fees in regard to mortgage releases and the like, Seller's attorneys' fees and all other related closing costs normally paid by a seller in the county of this transaction shall be paid by Seller. Purchaser shall be responsible for payment of its recording fees, Purchaser's attorneys' fees and Purchaser's portion of the title insurance charges (including all costs for special endorsements or extended coverage requested by Purchaser).

E. Real Estate Tax Prorations. Any unpaid portion of the real estate taxes for 2022, payable in 2023, shall be paid by Seller at or prior to Closing. Real estate taxes for 2023, payable in 2024, shall be prorated to the date of Closing. Said credits shall be based on the most recent information available from the county Supervisor of Assessments and shall take into consideration the fact that Purchaser will be exempt from paying real estate taxes.

F. Utility Proration. All utilities, rents and other expenses normally prorated in a commercial transaction shall be prorated at the Closing. Seller shall give Purchaser a credit for such prorated amounts.

G. Closing Agent and Fee. The Closing of this transaction will be conducted by the West State Title at 230 West State Street, Jacksonville, IL 62650, or other place as agreed to by the Parties. Purchaser shall be entitled to receive at the Closing, from the Title Company, a marked-up title commitment or Pro Forma showing title in Purchaser, subject only to Permitted Exceptions or the title policy showing the same. The closing fee of the Title Company shall be paid one-half (1/2) by Seller and one-half (1/2) by Purchaser.

H. Failure to Perform. In the event Seller materially fails to provide the aforementioned documentation or any documentation or act required by this Agreement, or if Seller does not act or fails to perform any material act, including any representation or warranty that prevents the Closing, then, at Purchaser's sole and absolute discretion as evidenced by written notice to the Title Company, and to Seller, Purchaser shall have the option to terminate this Agreement and have the Earnest Money Deposit returned to it, or Purchaser may, at its option, seek specific performance from Seller or may exercise its other remedies at law or in equity. In the event Purchaser breaches this Agreement or otherwise does not act or fails to perform any material act, including any representation or warranty that prevents the Closing, then, at Seller's sole and absolute discretion as evidenced by written notice to the Title Company, and to Purchaser, Seller shall have the option to terminate this Agreement while retaining any Earnest Money Deposit, and Seller may, at its option, seek specific performance from Purchaser or may exercise its other remedies at law or in equity.

I. Closing Deliveries. At Closing, Seller shall deliver to Purchaser, the following documents in a form satisfactory to Purchaser:

(i) A Warranty Deed in recordable form, or other type of deed acceptable to Purchaser, conveying fee simple title in the Real Estate to Purchaser, along with any necessary transfer declaration or any other documentation required for recording of the deed, including but not limited to a Plat Act Affidavit and PTAX-203 Declaration/MyDec, all as applicable in Morgan County. Said deed shall be subject only to the Permitted Exceptions:

(ii) Seller shall execute, acknowledge and deliver to Purchaser such affidavits, resolutions, and other documents which the Title Company shall reasonably require in order to issue the Title Policy described herein;

(iii) Seller shall execute, acknowledge and deliver to Purchaser a certification that all of the representations and warranties of Seller in this Agreement are true and correct as of the date of Closing;

(iv) Seller shall deliver to Purchaser sole and actual possession of the Real Estate, free and clear of all tenancies and the rights of any other parties. Seller shall terminate all leases and tenancies affecting the Real Estate, if any, as of the Closing date; and

(v) Seller shall cause to be delivered to Purchaser an Owner's Title Policy in the full amount of the Purchase Price in accordance with the Title Commitment approved by Purchaser, without any intervening liens, encumbrances or exceptions. At Closing, the Title Company shall deliver to Purchaser, at Purchaser's expense, a Pro Forma of the Title Policy.

6. Condemnation. If any of the Real Estate is taken by Eminent Domain proceedings before the Closing date or if any Eminent Domain proceedings against the Real Estate are pending on the Closing date, then Purchaser may terminate this Agreement by written notice to Seller with any Earnest Money Deposit being returned to Purchaser.

7. Seller's Representations and Warranties. Seller hereby represents and warrants to Purchaser as to the following matters, each of which is warranted to be true and correct, as of the date hereof and will also be true and correct on date of Closing:

A. Fee Simple Owner. Seller is the fee simple owner of the Real Estate, and has full right and authority to transfer such title to Purchaser.

B. Corporation, LLC, Trust, or Partnership Authorization. If Seller is a corporation, limited liability company, trust, partnership, or other legally organized entity, Seller agrees to furnish to the Title Company any documentation required by the Title Company to demonstrate that the transaction reflected by this Agreement has been approved and authorized by the applicable boards, shareholders, members, partners, or other appropriate officials of Seller.

C. Notices. Seller has not received any notice and is not aware of any violation of any environmental, zoning, health, fire, building code, or similar statute, ordinance, law, regulation, or code with respect to the Real Estate that has not been disclosed to Purchaser as part of this Agreement. Except for the disclosures herein, should Seller receive any such notice of violation prior to the Closing, Seller shall cause such violation to be cured at its cost prior to Closing, or, if Seller shall refuse to do the same, Purchaser shall have the option of either voiding this Agreement with any Earnest Money Deposit being

returned to it, or of curing such violation with the right to deduct, from the Purchase Price, the cost of curing the same.

D. Mine Subsidence. Seller has no knowledge of any insurance claims for mine subsidence damage paid to Seller or any agent of Seller, and no claims for mine subsidence damage are known to be outstanding regarding the Real Estate.

E. Litigation. Except for disclosed to Purchaser as part of this Agreement, to Seller's knowledge, there are no matters of litigation, administrative actions or arbitration pending or threatened against Seller with respect to the Real Estate or against the Real Estate, and Seller has no actual knowledge of any environmental defect or problem in or on the Real Estate.

F. Agreements. There are no contracts, agreements, licenses, or leases not disclosed as part of this Agreement or the Asset Purchase Agreement that affect the Real Estate other than this Agreement.

8. Real Estate Legal Description. The Parties agree and acknowledge that the legal description of the Real Estate used herein is believed to be accurate but shall not bind the Parties to the use of such legal description in the conveyance of the Real Estate in lieu of other proper description provided by the Title Company.

9. Operations on the Real Estate. Seller agrees that, during the time between the execution of this Agreement and the date of Closing, it shall not grant any leases, easements, or licenses on the Real Estate, nor any extensions of any of the foregoing, and shall not improve the Real Estate or erect any structures or improvements on the Real Estate, or in any manner change the contour or grade of the Real Estate without Purchaser's prior written consent.

10. Purchaser's Representations and Warranties. Purchaser hereby represents and warrants to Seller as to the following matters, each of which is warranted to be true and correct as of the date hereof: there are no matters of litigation, administrative actions or arbitration pending or threatened against Purchaser with respect to the subject matter of this Agreement, and that Purchaser has funds available to Purchaser to complete this transaction.

11. Destruction or Damage. Destruction or damage to any portion of the Real Estate in excess of \$10,000.00 for any cause whatsoever, including but not limited to fire, casualty, structural defects, mechanical defects, acts of God, acts of third persons, subsidence, or condemnation of any portion of the Real Estate, shall, at Purchaser's sole and absolute discretion and election, relieve Purchaser of any duty, obligation, or liability arising hereunder with any Earnest Money Deposit being returned to it. It is expressly agreed and understood that Seller shall be solely responsible for maintaining any and all insurance policies, insurance coverages, and insurance agreements which Seller deems appropriate for Seller's own benefit up to and including the time of the Closing. Purchaser has no responsibility to insure, or in any other manner, protect any of the Seller's interest(s) or potential interest(s) regarding the Real Estate until it acquires title to the Real Estate at Closing. In the event the Real Estate is damaged or destroyed and Purchaser elects to complete the purchase of the Real Estate hereunder, Seller agrees to assign to Purchaser any and all insurance proceeds payable to Seller with respect to such damage or destruction.

12. Notices. Unless expressly otherwise provided elsewhere in this Agreement, any election, notice, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if and when delivered personally (with receipt acknowledged), if and when emailed to the addresses provided below, or when mailed by Certified Mail, Return Receipt Requested, with proper postage prepaid, or when sent by a national commercial courier

service, such as Federal Express, for expedited delivery, to be confirmed in writing by such courier:

If to Seller: Jamison Real Estate
1545 Mound Avenue
Jacksonville, IL 62650
Phone: 217-370-3469
Email Address: jamisonsfutureswings@gmail.com;

kristin@jredc.org; ajamison8@frontier.com

If to Purchaser: Jacksonville School District 117
ATTN.: Steve Ptacek
211 W. State Street
Jacksonville, IL 62650
Phone: (217) 243-9411
Email Address: sptacek@jdsd117.org

With a Copy to: Rammelkamp Bradney, P.C.
ATTN: Ryan D. Byers
232 W. State Street
Jacksonville, IL 62650
Telephone Number: (217) 245-6177
Email: rbyers@rblawyers.net

13. Survival of Covenants. All covenants, agreements, indemnities, representations, and warranties made herein by Seller shall survive the execution and delivery of the deed by Seller and the consummation of the transaction contemplated herein.

14. Brokers. Seller shall pay any fee or commission owed to any broker, if any, in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller. Seller agrees to hold Purchaser harmless from and against all claims by third parties based upon a relationship or alleged relationship with Seller for brokerage or finders' fees or commissions in connection with the execution of this Agreement or the consummation of the transactions contemplated hereby.

15. No Third-Party Beneficiary. This Agreement is intended solely for the benefit of the Parties hereto, and it is not the intention of the Parties to confer third-party beneficiary rights upon employees, officers, directors or policyholders of any other person, firm, or corporation.

16. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.

17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

18. Entire Agreement. This document constitutes the entire agreement between the Parties, and there are no oral agreements or other written agreements. This Agreement may be modified only by a writing executed by both Purchaser and Seller.

19. Time. Time shall be of the essence of this Agreement. Dates and time frames herein are explicitly agreed to by the Parties. By executing this Agreement, Seller confirms that the time to fully perform this Agreement is reasonable.

20. Days. The term "day" shall mean a calendar day herein, unless otherwise provided. If any of the dates or time periods in this Agreement fall or end on a Saturday, Sunday, or United States bank holiday, then such date or time period shall be extended until the next business day other than a Saturday, Sunday, or United States bank holiday.

21. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

22. Headings. The headings contained in this Agreement are for convenience of reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

23. Relationship of Parties. For the purposes of this Agreement, no Party shall be deemed to be an independent contractor, agent, or employee of the other Party. No Party shall have authority to make any statements, representations or commitments of any kind, or to take any action that is binding on the other Party, except as explicitly authorized herein.

24. Further Assurances. Each Party hereto agrees: (a) to furnish upon request to each other Party such further information as reasonably requested; (b) to execute and deliver to each other Party such other documents reasonably requested; and (c) to do such other acts and things, as the other Party may reasonably request for the purposes of carrying out the intent and purposes of this Agreement.

25. Authority. Each Party, and the individual(s) executing this Agreement on behalf of that Party, warrant to the other Parties as follows: that it/they have all necessary power and authority to make, execute, deliver, and consummate this Agreement and has taken all necessary actions required to be taken to authorize execution and delivery of this Agreement and to perform all of its obligations, undertakings and agreements to be observed and performed by it hereunder; and this Agreement has been duly executed and delivered by that Party and is a valid and binding agreement of that Party. Each Party shall obtain any and all necessary compliance from any other party necessary for the consummation of this transaction.

26. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of law rules thereof. The Parties agree that all actions or proceedings arising directly, indirectly or otherwise in connection with this Agreement and the transactions contemplated hereby shall be litigated only in courts having a situs in Morgan County, Illinois, and hereby consent and submit to the jurisdiction of state Circuit Court located within said county and state.

27. Attorney Fees. In the event of any litigation between the Parties relative to this Agreement, the prevailing Party shall be entitled to recover reasonable attorney fees and expenses in addition to all legal and equitable remedies and damages.

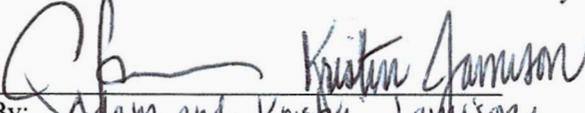
28. Counterparts. This Agreement and any amendment hereto may be executed in any number of counterparts by each Party, each of which when so executed and delivered shall be an original, and all of which together shall constitute one document. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is

sought. The Parties may execute this Agreement by facsimile, scanned Portable Document Format ("PDF") or other electronically transmitted signature, and such facsimile, scanned PDF, or other electronically transmitted document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written, each Party being authorized thereunto.

SELLER:

Jamison Real Estate, LLC


By: Adam and Kristin Jamison
Jamison Real Estate, LLC

PURCHASER:

JACKSONVILLE SCHOOL DISTRICT 117


By: Steve Ptacek, Superintendent
TO BE APPROVED BY BOE
at 3/29/23 meeting.

EXHIBIT A: LEGAL DESCRIPTION

Part of the East half (E½) of the East half (E½) of the Northeast quarter (NE¼) of Section Twenty-six (26) in Township Fifteen (15) North and Range Eleven (11) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at the Northeast corner of the Northeast quarter of said Section 26, then South 0°45'29" West 243.7 feet along the East line of the Northeast quarter of said Section 26 to a point on the Southerly right of way line of U.S. Route 36 and 54 (West Morton Road), said point being the point of beginning; Thence continuing South 0°45'29" West 411.4 feet along the East line of the Northeast quarter of said Section 26; thence North 89°19'45" West 186.4 feet; thence North 0°46'58" East 386.13 feet to a point on said Southerly right of way line of U.S. Route 36 and 54; thence Northeasterly 187.85 feet along said Southerly right of way line of U.S. Route 36 and 54 and along a curve to the right, having radius of 6,306.7 feet, a chord bearing of North 83°04'29" East and a chord distance of 187.85 feet to the point of beginning, containing 1.71 acres, more or less, excluding existing U.S. Route 36 and 54 highway right of way;

EXCEPT Commencing at the Northeast corner of the Northeast Quarter (NE¼) of said Section Twenty-six (26); thence South 00 degrees 43 minutes 09 seconds West 243.70 feet along the East line of the Northeast Quarter (NE¼) of said Section Twenty-six (26) to a point on the Southerly existing right-of-way line of West Morton Avenue, said point being the Point of Beginning; thence continuing South 00 degrees 43 minutes 08 seconds West 155.87 feet along the East line of the Northeast Quarter (NE¼) of said Section Twenty-six (26); thence South 82 degrees 54 minutes 18 seconds West 187.70 feet; thence North 00 degrees 47 minutes 23 seconds East 153.58 feet to the Southerly existing right-of-way line of West Morton Avenue; thence Easterly 187.84 feet along said Southerly existing right-of-way line being a curve to the right, having a radius of 6,306.70 feet, the chord of said curve bears North 82 degrees 12 minutes 19 seconds East 187.83 feet to the Point of Beginning, containing 0.662 acres, more or less.

Together with an easement for ingress and egress established pursuant to easement agreement dated September 26, 2012 and recorded September 26, 2012 as Document #591930 in Morgan County Recorder's office described as follows: Part of the East half (E½) of the East half (E½) of the Northeast quarter (NE¼) of Section Twenty-six (26) in the Township Fifteen (15) North and Range Eleven (11) West of the Third Principal Meridian, Morgan County, Illinois, described as follows: Commencing at the Northeast corner of the Northeast quarter of said Section 26 thence South 0°45'29" West 243.7 feet along the East line of the Northeast quarter of said Section 26 to a point on the Southerly right of way line of U.S. Route 36 and 54 (West Morton Road), thence Southwesterly 225.68 feet along said Southerly right of way line of U.S. Route 36 and 54 and along a curve to the left, having a radius of 6,306.7 feet, a chord bearing South 82°54'11" West and a chord distance of 225.67 feet, said point being the point of beginning; Thence South 20°56'07" East 94.69 feet to a point of curvature; thence Southeasterly 5.48 feet along a curve to the left, having a radius of 115.00 feet, a chord bearing of South 2°39'08" East and a chord distance of 5.48 feet; thence South 0°46'58" West 271.84 feet; thence North 89°14'31" West 10.00 feet; thence North 0°46'58" East 120.00 feet; thence South 89°14'31" East 10.00 feet; thence North 0°46'58" East 114.71 feet; thence North 26°06'22" West 40.12 feet; thence North 20°56'07" West 98.53 feet to a point on said Southerly right of way line of U.S. Route 36 and 54 and a point on curve; thence Northeasterly 17.43 feet along said Southerly right of way line and along a curve to the right, having a radius of 6,306.7 feet, a chord bearing of North 81°47'55" East and a chord distance of 17.43 feet to the point of beginning, said easement containing 3,226 square feet (0.074 acres), more or less, excluding existing U.S. Route 36 and 54 highway right of way.

Parcel No. 08-26-200-054

Commonly known as 2253 W. Morton Ave., Jacksonville, IL 62650

ACKNOWLEDGMENT AND CONSENT OF ESCROWEE

The undersigned, West State Title Company, as Escrowee, hereby acknowledges receipt of the \$10,000.00 Earnest Money Deposit and agrees that said funds shall be held and disbursed by Escrowee according to the terms and conditions of this Agreement.

Dated: _____, 2023

**WEST STATE TITLE COMPANY,
"Escrowee"**

By: _____
Its Authorized Representative

Address: 230 West State Street,
 Jacksonville, IL 62650

B. Consideration of the Board of Education to approve changes to policies 19

- 7:70 Attendance and Truancy
- 7:180 Prevention of and Response to Bullying, Intimidation, and Harassment
- 7:250 Student Support Services
- 7:285 Anaphylaxis Prevention, Response, and Management Program
- 7:290 Suicide and Depression Awareness and Prevention
- 7:340 Student Records

ACTION ITEM

March 29, 2023

TO: Board of Education
FROM: Noel Beard
SUBJECT: The Board of Education approve revisions to policies

PROPOSED MOTION BY THE BOARD OF EDUCATION:

That the Board of Education approve the revisions to policies as presented.

- 7:70 Attendance and Truancy
- 7:180 Prevention of and Response to Bullying, Intimidation, and Harassment
- 7:250 Student Support Services
- 7:285 Anaphylaxis Prevention, Response, and Management Program
- 7:290 Suicide and Depression Awareness Prevention
- 7:340 Student Records

MOVED BY: _____

Seconded: _____

YEA:

NAY:

YEA:

NAY:

_____	MR. BEARD	_____	_____	MRS. LEONARD	_____
_____	MRS. RYAN	_____	_____	MRS. WILSON	_____
_____	MR. LONERGAN	_____	_____	MRS. STEWART	_____
_____	MR. MCBRIDE	_____			

Background Information:

Document Status: Draft Update

STUDENTS

7:180 Prevention of and Response to Bullying, Intimidation, and Harassment

Bullying, intimidation, and harassment diminish a student's ability to learn and a school's ability to educate. Preventing students from engaging in these disruptive behaviors and providing all students equal access to a safe, non-hostile learning environment are important District goals.

Bullying on the basis of actual or perceived race, color, national origin, military status, unfavorable discharge status from the military service, sex, sexual orientation, gender identity, gender-related identity or expression, ancestry, age, religion, physical or mental disability, order of protection status, status of being homeless, or actual or potential marital or parental status, including pregnancy, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic is prohibited in each of the following situations:

1. During any school-sponsored education program or activity.
2. While in school, on school property, on school buses or other school vehicles, at designated school bus stops waiting for the school bus, or at school-sponsored or school-sanctioned events or activities.
3. Through the transmission of information from a school computer, a school computer network, or other similar electronic school equipment.
4. Through the transmission of information from a computer that is accessed at a nonschool-related location, activity, function, or program or from the use of technology or an electronic device that is not owned, leased, or used by the School District or school if the bullying causes a substantial disruption to the educational process or orderly operation of a school. This paragraph (item #4) applies only when a school administrator or teacher receives a report that bullying through this means has occurred; it does not require staff members to monitor any nonschool-related activity, function, or program.

Definitions from 105 ILCS 5/27-23.7

Bullying includes *cyberbullying* and means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing the student or students in reasonable fear of harm to the student's or students' person or property;
2. Causing a substantially detrimental effect on the student's or students' physical or mental health;
3. Substantially interfering with the student's or students' academic performance; or
4. Substantially interfering with the student's or students' ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying may take various forms, including without limitation one or more of the following: harassment, threats, intimidation, stalking, physical violence, sexual harassment, sexual violence, theft, public²⁰ humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying. This list is

meant to be illustrative and non-exhaustive.

Cyberbullying means bullying through the use of technology or any electronic communication, including without limitation any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo-electronic system, or photo-optical system, including without limitation electronic mail, Internet communications, instant messages, or facsimile communications. *Cyberbullying* includes the creation of a webpage or weblog in which the creator assumes the identity of another person or the knowing impersonation of another person as the author of posted content or messages if the creation or impersonation creates any of the effects enumerated in the definition of *bullying*. *Cyberbullying* also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons if the distribution or posting creates any of the effects enumerated in the definition of *bullying*.

Restorative measures means a continuum of school-based alternatives to exclusionary discipline, such as suspensions and expulsions, that: (i) are adapted to the particular needs of the school and community, (ii) contribute to maintaining school safety, (iii) protect the integrity of a positive and productive learning climate, (iv) teach students the personal and interpersonal skills they will need to be successful in school and society, (v) serve to build and restore relationships among students, families, schools, and communities, (vi) reduce the likelihood of future disruption by balancing accountability with an understanding of students' behavioral health needs in order to keep students in school, and (vii) increase student accountability if the incident of bullying is based on religion, race, ethnicity, or any other category that is identified in the Ill. Human Rights Act.

School personnel means persons employed by, on contract with, or who volunteer in a school district, including without limitation school and school district administrators, teachers, school counselors, school social workers, school counselors, school psychologists, school nurses, cafeteria workers, custodians, bus drivers, school resource officers, and security guards.

Bullying Prevention and Response Plan

The Superintendent or designee shall develop and maintain a bullying prevention and response plan that advances the District's goal of providing all students with a safe learning environment free of bullying and harassment. This plan must be consistent with the requirements listed below; each numbered requirement, 1-12, corresponds with the same number in the list of required policy components in 105 ILCS 5/27-23.7(b) 1-12.

1. The District uses the definition of *bullying* as provided in this policy.
2. Bullying is contrary to State law and the policy of this District. However, nothing in the District's bullying prevention and response plan is intended to infringe upon any right to exercise free expression or the free exercise of religion or religiously based views protected under the First Amendment to the U.S. Constitution or under Section 3 of Article I of the Illinois Constitution.
3. Students are encouraged to immediately report bullying. A report may be made orally or in writing to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any staff member with whom the student is comfortable speaking. Anyone, including staff members and parents/guardians, who has information about actual or threatened bullying is encouraged to report it to the District named officials or any staff member. The District named officials and all staff members are available for help with a bully or to make a report about bullying. Anonymous reports are also accepted; however, this shall not be construed to permit formal disciplinary action solely on the basis of an anonymous report.

Title IX Coordinators:

Tami Stice, Director of Human Resources
211 West State St., Jacksonville, IL 62650
tstice@jsd117.org
217-243-9411

Matt Moore, Assistant Superintendent
211 West State St., Jacksonville, IL 62650
mmoore@jsd117.org
217-243-9411

Nondiscrimination Coordinator:

Tami Stice, Director of Human Resources
211 West State St., Jacksonville, IL 62650
tstice@jsd117.org
217-243-9411

Complaint Managers:

Tami Stice, Director of Human Resources
211 West State Street, Jacksonville, IL 62650
tstice@jsd117.org
217-243-9411

Matt Moore, Assistant Superintendent
211 West State Street, Jacksonville, IL 62650
mmoore@jsd117.org
217-243-9411

4. Consistent with federal and State laws and rules governing student privacy rights, the Superintendent or designee shall promptly inform the parent(s)/guardian(s) of every student involved in an alleged incident of bullying and discuss, as appropriate, the availability of social work services, counseling, school psychological services, other interventions, and restorative measures.
5. The Superintendent or designee shall promptly investigate and address reports of bullying, by, among other things:
 - a. Making all reasonable efforts to complete the investigation within 10 school days after the date the report of a bullying incident was received and taking into consideration additional relevant information received during the course of the investigation about the reported bullying incident.
 - b. Involving appropriate school support personnel and other staff persons with knowledge, experience, and training on bullying prevention, as deemed appropriate, in the investigation process.
 - c. Notifying the Building Principal or school administrator or designee of the reported incident of bullying as soon as possible after the report is received.
 - d. Consistent with federal and State laws and rules governing student privacy rights, providing parents/guardians of the students who are parties to the investigation information about the investigation and an opportunity to meet with the Building Principal or school administrator or his or her designee to discuss the investigation, the findings of the investigation, and the actions taken to address the reported incident of bullying.

The Superintendent or designee shall investigate whether a reported incident of bullying is within the permissible scope of the District's jurisdiction and shall require that the District provide the victim with information regarding services that are available within the District and community, such as counseling, support services, and other programs.

6. The Superintendent or designee shall use interventions to address bullying, that may include, but are not limited to, school social work services, restorative measures, social-emotional skill building, counseling, school psychological services, and community-based services.
7. A reprisal or retaliation against any person who reports an act of bullying **is prohibited**. Any person's act of reprisal or retaliation will be subject to disciplinary action, up to and including discharge with regard to employees, or suspension and/or expulsion with regard to students.
8. A student will not be punished for reporting bullying or supplying information, even if the District's investigation concludes that no bullying occurred. However, a person who is found to have falsely accused another of bullying, as a means of retaliation, as a means of bullying, or provided false information will be treated as either: (a) *bullying*, (b) student discipline up to and including suspension and/or expulsion, and/or (c) both (a) and (b) for purposes of determining any consequences or other appropriate remedial actions.
9. The District's bullying prevention and response plan is based on the engagement of a range of school stakeholders, including students and parents/guardians.
10. The Superintendent or designee shall post this policy on the District's website, if any, and include it in the student handbook, and, where applicable, post it where other policies, rules, and standards of conduct are currently posted. The policy must be distributed annually to parents/guardians, students, and school personnel (including new employees when hired), and must also be provided periodically throughout the school year to students and faculty.
11. Pursuant to State law and policy 2:240, *Board Policy Development*, the Board monitors this policy every two years by conducting a review and re-evaluation of this policy to make any necessary and appropriate revisions. The Superintendent or designee shall assist the Board with its re-evaluation and assessment of this policy's outcomes and effectiveness. Updates to this policy will reflect any necessary and appropriate revisions. This process shall include, without limitation:
 - a. The frequency of victimization;
 - b. Student, staff, and family observations of safety at a school;
 - c. Identification of areas of a school where bullying occurs;
 - d. The types of bullying utilized; and
 - e. Bystander intervention or participation.

The evaluation process may use relevant data and information that the District already collects for other purposes. Acceptable documentation to satisfy the re-evaluated policy submission include one of the following:

- 1) An updated version of the policy with the amendment/modification date included in the reference portion of the policy;
- 2) If no revisions are deemed necessary, a copy of board minutes indicating that the policy was re-evaluated and no changes were deemed to be necessary, ~~or a signed statement from the board~~; or
- 3) A signed statement from the Board President indicating that the Board re-evaluated the policy and no changes to it were necessary.

The Superintendent or designee must post the information developed as a result of the policy re-evaluation on the District's website, or if a website is not available, the information must be provided to school administrators, Board members, school personnel, parents/guardians, and students. Reviews and re-evaluations in years they are due must be submitted to ISBE by September 30.

12. The Superintendent or designee shall fully implement the Board policies, including without limitation, the following:
 - a. 2:260, *Uniform Grievance Procedure*. A student may use this policy to complain about bullying.
 - b. 2:265, *Title IX Sexual Harassment Grievance Procedure*. Any person may use this policy to complain about sexual harassment in violation of Title IX of the Education Amendments of 1972.
 - c. 6:60, *Curriculum Content*. Bullying prevention and character instruction is provided in all grades in accordance with State law.
 - d. 6:65, *Student Social and Emotional Development*. Student social and emotional development is incorporated into the District's educational program as required by State law.
 - e. 6:235, *Access to Electronic Networks*. This policy states that the use of the District's electronic networks is limited to: (1) support of education and/or research, or (2) a legitimate business use.
 - f. 7:20, *Harassment of Students Prohibited*. This policy prohibits any person from harassing, intimidating, or bullying a student based on an identified actual or perceived characteristic (the list of characteristics in 7:20 is the same as the list in this policy).
 - g. 7:185, *Teen Dating Violence Prohibited*. This policy prohibits teen dating violence on school property, at school sponsored activities, and in vehicles used for school-provided transportation.
 - h. 7:190, *Student Behavior*. This policy prohibits, and provides consequences for, hazing, bullying, or other aggressive behaviors, or urging other students to engage in such conduct.
 - i. 7:310, *Restrictions on Publications; Elementary Schools*, and 7:315, *Restrictions on Publications; High Schools*. These policies prohibit students from and provide consequences for: (1) accessing and/or distributing at school any written, printed, or electronic material, including material from the Internet, that will cause substantial disruption of the proper and orderly operation and discipline of the school or school activities, and (2) creating and/or distributing written, printed, or electronic material, including photographic material and blogs, that causes substantial disruption to school operations or interferes with the rights of other students or staff members.

LEGAL REF.:

105 ILCS 5/10-20.14, 5/10-22.6(b-20), 5/24-24, and 5/27-23.7.

405 ILCS 49/, Children's Mental Health Act.

775 ILCS 5/1-103, III. Human Rights Act.

23 Ill.Admin.Code §§1.240, and §1.280, and 1.295. [PRESSPlus1](#)

CROSS REF.: 2:240 (Board Policy Development), 2:260 (Uniform Grievance Procedure), 2:265

(Title IX Sexual Harassment Grievance Procedure), 4:170 (Safety), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:285 (Food Allergy Anaphylaxis Prevention, Response, and Management Program), 7:310 (Restrictions on Publications; Elementary Schools), 7:315 (Restrictions on Publications; High Schools)

Adopted: June 15, 2022

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated. **Issue 110, October 2022**

Document Status: Draft Update

STUDENTS

7:250 Student Support Services

The District provides a liaison to facilitate the enrollment and transfer of records of students in the legal custody of the Ill. Dept. of Children and Family Services when enrolling in or changing schools. [PRESSPlus1](#)

The following student support services may be provided by the School District:

1. Health services supervised by a qualified school nurse. The Superintendent or designee may implement procedures to further a healthy school environment and prevent or reduce the spread of disease.
2. Educational and psychological testing services and the services of a school psychologist as needed. In all cases, written permission to administer a psychological examination must be obtained from a student's parent(s)/guardian(s). The results will be given to the parent(s)/guardian(s), with interpretation, as well as to the appropriate professional staff.
3. The services of a school social worker. A student's parent/guardian must consent to regular or continuing services from a social worker.
4. Guidance and school counseling services.
5. ~~A liaison to facilitate the enrollment and transfer of records of students in the legal custody of the Illinois Department of Children and Family Services when enrolling in or changing schools.~~

The Superintendent or designee shall develop protocols for responding to students with social, emotional, or mental health needs that impact learning ability. The District, however, assumes no liability for preventing, identifying, or treating such needs.

Erin's Law Counseling Options, Assistance, and Intervention

The Superintendent or designee will ensure that each school building's Student Support Committee identifies counseling options for students who are affected by sexual abuse and grooming behaviors, [PRESSPlus2](#) along with District and community-based options for victims of sexual abuse and grooming behaviors to obtain assistance and intervention. Community-based options must include a Children's Advocacy Center and sexual assault crisis center(s) that serve the District, if any.

This policy shall be implemented in a manner consistent with State and federal laws, including the Individuals with Disabilities Education Act, 42 U.S.C. §12101 et seq.

LEGAL REF.:

105 ILCS 5/10-23.13(b), 5/10-20.59, and 5/21B-25(G).

405 ILCS 49/, Children's Mental Health Act ~~of 2003~~.

740 ILCS 110/, Mental Health and Developmental Disabilities Confidentiality Act.

CROSS REF.: 6:65 (Student Social and Emotional Development), 6:270 (Guidance and Counseling

Program), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:280 (Communicable and Chronic Infectious Disease), 7:340 (Student Records)

Adopted: April 27, 2022

PRESSPlus Comments

PRESSPlus 1. Required by 105 ILCS 5/10-20.59, amended by P.A. 102-199. **Issue 110, October 2022**

PRESSPlus 2. Updated to align with *Erin's Law*, 105 ILCS 10-23.13, amended by P.A. 102-610. **Issue 110, October 2022**

Document Status: Draft Update

STUDENTS

7:285 Anaphylaxis Prevention, Response, and Management Program

School attendance may increase a student's risk of exposure to allergens that could trigger anaphylaxis. Students at risk for anaphylaxis benefit from a Board of Education policy that coordinates a planned response in the event of an anaphylactic emergency. Anaphylaxis is a severe systemic allergic reaction from exposure to allergens that is rapid in onset and can cause death. Common allergens include animal dander, fish, latex, milk, shellfish, tree nuts, eggs, insect venom, medications, peanuts, soy, and wheat. A severe allergic reaction usually occurs quickly; death has been reported to occur within minutes. An anaphylactic reaction can also occur up to one to two hours after exposure to the allergen.

While it is not possible for the District to completely eliminate the risks of an anaphylactic emergency when a student is at school, an Anaphylaxis Prevention, Response, and Management Program using a cooperative effort among students' families, staff members, students, health care providers, emergency medical services, and the community helps the District reduce these risks and provide accommodations and proper treatment for anaphylactic reactions.

The Superintendent or designee shall develop and implement an Anaphylaxis Prevention, Response, and Management Program for the prevention and treatment of anaphylaxis that:

1. Fully implements the Ill. State Board of Education (ISBE)'s model policy required by the School Code that: (a) relates to the care and response to a person having an anaphylaxis reaction, (b) addresses the use of epinephrine in a school setting, (c) provides a full food allergy and prevention of allergen exposure plan, and (d) aligns with 105 ILCS 5/22-30 and 23 Ill.Admin.Code §1.540.
2. Ensures staff members receive appropriate training, including: (a) an in-service training program for staff who work with students that is conducted by a person with expertise in anaphylactic reactions and management, and (b) training required by law for those staff members acting as *trained personnel*, as provided in 105 ILCS 5/22-30 and 23 Ill.Admin.Code §1.540.
3. Follows and references the applicable best practices specific to the District's needs in the Centers for Disease Control and Prevention's *Voluntary Guidelines for Managing Food Allergies in Schools and Early Care and Education Programs* and the *National Association of School Nurses Allergies and Anaphylaxis Resources/Checklists*.
4. Provides annual notice to the parents/guardians of all students to make them aware of this policy.
5. Complies with State and federal law and is in alignment with Board policies.

Monitoring

Pursuant to State law and policy 2:240, *Board Policy Development*, the Board monitors reviews and makes any necessary updates to this policy at least once every three years ~~by conducting a review and reevaluation of this policy to make any necessary and appropriate revisions.~~ The Superintendent or designee shall assist the Board with its ~~reevaluation and assessment of this policy's outcomes and effectiveness. Any updates will reflect any necessary and appropriate revisions.~~ review and any

necessary updates. [PRESSPlus1](#)

LEGAL REF.:

105 ILCS 5/2-3.190~~82~~, 5/10-22.39(e), and 5/22-30.

23 Ill.Admin.Code §1.540.

Anaphylaxis Response Policy for Illinois Schools, published by ISBE.

CROSS REF.: 4:110 (Transportation), 4:120 (Food Services), 4:170 (Safety), 5:100 (Staff Development Program), 6:120 (Education of Children with Disabilities), 6:240 (Field Trips and Recreational Class Trips), 7:180 (Prevention of and Response to Bullying, Intimidation and Harassment), 7:250 (Student Support Services), 7:270 (Administering Medicines to Students), 8:100 (Relations with Other Organizations and Agencies)

Adopted: July 20, 2022

PRESSPlus Comments

PRESSPlus 1. Updated for continuous improvement. **Issue 110, October 2022**

Document Status: Draft Update

STUDENTS

7:290 Suicide and Depression Awareness and Prevention

Youth suicide impacts the safety of the school environment. It also affects the school community, diminishing the ability of surviving students to learn and the school's ability to educate. Suicide and depression awareness and prevention are important Board goals.

Suicide and Depression Awareness and Prevention Program

The Superintendent or designee shall develop, implement, and maintain a suicide and depression awareness and prevention program (Program) that advances the Board's goals of increasing awareness and prevention of depression and suicide. This program must be consistent with the requirements of *Ann Marie's Law* listed below; each listed requirement, 1-6, corresponds with the list of required policy components in the School Code Section 5/2-3.166(c)(2)-(7). The Program shall include:

1. Protocols for administering youth suicide awareness and prevention education to students and staff.
 - a. For students, implementation will incorporate Board policy 6:60, *Curriculum Content*, which implements 105 ILCS 5/2-3.139 and 105 ILCS 5/27-7 (requiring education for students to develop a sound mind and a healthy body).
 - b. For staff, implementation will incorporate Board policy 5:100, *Staff Development Program*, and teacher's institutes under 105 ILCS 5/3-14.8 (requiring coverage of the warning signs of suicidal behavior).
2. Procedures for methods of suicide prevention with the goal of early identification and referral of students possibly at risk of suicide. Implementation will incorporate:
 - a. The training required by 105 ILCS 5/10-22.39 for licensed school personnel and administrators who work with students to identify the warning signs of suicidal behavior in youth along with appropriate intervention and referral techniques, including methods of prevention, procedures for early identification, and referral of students at risk of suicide; and
 - b. Ill. State Board of Education (ISBE)-recommended guidelines and educational materials for staff training and professional development, along with ISBE-recommended resources for students containing age-appropriate educational materials on youth suicide and awareness, if available pursuant to *Ann Marie's Law* on ISBE's website.
3. Methods of intervention, including procedures that address an emotional or mental health safety plan for use during the school day and at school-sponsored events for a student identified as being at increased risk of suicide including those students who: (A) suffer from a mental health disorder; (B) suffer from a substance abuse disorder; (C) engage in self-harm or have previously attempted suicide; (D) reside in an out-of-home placement; (E) are experiencing homelessness; (F) are lesbian, gay, bisexual, transgender, or questioning (LGBTQ); (G) are bereaved by suicide; or (H) have a medical condition or certain types of disabilities. Implementation will

incorporate paragraph number 2, above, along with Board policies:

- a. 6:65, *Student Social and Emotional Development*, implementing the goals and benchmarks of the Ill. Learning Standards and 405 ILCS 49/15(b) (requiring student social and emotional development in the District's educational program);
 - b. 6:120, *Education of Children with Disabilities*, implementing special education requirements for the District;
 - c. 6:140, *Education of Homeless Children*, implementing provision of District services to students who are homeless;
 - d. 6:270, *Guidance and Counseling Program*, implementing guidance and counseling program(s) for students, and 105 ILCS 5/10-22.24a and 22.24b, which allow a qualified guidance specialist or any licensed staff member to provide school counseling services;
 - e. 7:10, *Equal Educational Opportunities*, and its implementing administrative procedure and exhibit, implementing supports for equal educational opportunities for students who are LGBTQ;
 - f. 7:50, *School Admissions and Student Transfers To and From Non-District Schools*, implementing State law requirements related to students who are in foster care;
 - g. 7:250, *Student Support Services*, implementing the Children's Mental Health Act of 2003, 405 ILCS 49/ (requiring protocols for responding to students with social, emotional, or mental health issues that impact learning ability); and
 - h. State and/or federal resources that address emotional or mental health safety plans for students who are possibly at an increased risk for suicide, if available on the ISBE's website pursuant to *Ann Marie's Law*
4. Methods of responding to a student or staff suicide or suicide attempt. Implementation of this requirement shall incorporate building-level Student Support Committee(s) established through Board policy 7:250, *Student Support Services*.
 5. Reporting procedures. Implementation of this requirement shall incorporate Board policy 6:270, *Guidance and Counseling Program*, and Board policy 7:250, *Student Support Services*, in addition to other State and/or federal resources that address reporting procedures.
 6. A process to incorporate ISBE-recommended resources on youth suicide awareness and prevention programs, including current contact information for such programs in the District's Suicide and Depression Awareness and Prevention Program.

Illinois Suicide Prevention Strategic Planning Committee

The Superintendent or designee shall attempt to develop a relationship between the District and the Illinois Suicide Prevention Strategic Planning Committee, the Illinois Suicide Prevention Coalition Alliance, and/or a community mental health agency. The purpose of the relationship is to discuss how to incorporate the goals and objectives of the Illinois Suicide Prevention Strategic Plan into the District's Suicide Prevention and Depression Awareness Program.

Monitoring

The Board will review and update this policy pursuant to *Ann Marie's Law* and Board policy 2:240, *Board Policy Development*.

Information to Staff, Parents/Guardians, and Students

The Superintendent shall inform each school district employee about this policy and ensure its posting on the District's website. The Superintendent or designee shall provide a copy of this policy to the 31 parent or legal guardian of each student enrolled in the District. Student identification (ID) cards, the

District's website, and student handbooks and planners will contain the support information as required by State law.

Implementation

This policy shall be implemented in a manner consistent with State and federal laws, including the Student Confidential Reporting Act, 5 ILCS 860/, Children's Mental Health Act ~~of 2003~~, 405 ILCS 49/, Mental Health and Developmental Disabilities Confidentiality Act, 740 ILCS 110/, and the Individuals with Disabilities Education Act, 42 U.S.C. §12101 et seq.

The District, Board, and its staff are protected from liability by the Local Governmental and Governmental Employees Tort Immunity Act. Services provided pursuant to this policy: (1) do not replace the care of a physician licensed to practice medicine in all of its branches or a licensed medical practitioner or professional trained in suicide prevention, assessments and counseling services, (2) are strictly limited to the available resources within the District, (3) do not extend beyond the school day and/or school-sponsored events, and (4) cannot guarantee or ensure the safety of a student or the student body.

LEGAL REF.:

42 U.S.C. § 1201 et seq. Individuals with Disabilities Education Act.

105 ILCS 5/2-3.166, 105 ILCS 5/2-3.139, 5/3-14.8, 5/10-20.763 (final citation pending), 5/10-20.81, 5/10-22.24a, 5/10-22.24b, 5/10-22.39, 5/10-20.75 (final citation pending), 5/14-1.01 et seq., 5/14-7.02, and 5/14-7.02b, 5/27-7. [PRESSPlus1](#)

5 ILCS 860/, Student Confidential Reporting Act.

405 ILCS 49/, Children's Mental Health Act ~~of 2003~~.

740 ILCS 110/, Mental Health and Developmental Disabilities Confidentiality Act.

745 ILCS 10/, Local Governmental and Governmental Tort Immunity Act.

CROSS REF.: 2:240 (Board Policy Development), 5:100 (Staff Development Program), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:120 (Education of Children with Disabilities), 6:270 (Guidance and Counseling Program), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:250 (Student Support Services)

Adopted: April 27, 2022

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated. **Issue 110, October 2022**

Document Status: Draft Update

STUDENTS

7:340 Student Records

School student records are confidential. Information from them shall not be released other than as provided by law. A school student record is any writing or other recorded information concerning a student and by which a student may be identified individually that is maintained by a school or at its direction by a school employee, regardless of how or where the information is stored, except as provided in State or federal law as summarized below:

1. Records kept in a staff member's sole possession.
2. Records maintained by law enforcement officers working in the school.
3. Video and other electronic recordings (including without limitation, electronic recordings made on school buses) that are created in part for law enforcement, security, or safety reasons or purposes. The content of these recordings may become part of a school student record to the extent school officials create, use, and maintain this content, or it becomes available to them by law enforcement officials, for disciplinary or special education purposes regarding a particular student.
4. Any information, either written or oral, received from law enforcement officials concerning a student less than the age of 18 years who has been arrested or taken into custody.

State and federal law grants students, ~~and~~ parents/guardians, and when applicable, the Ill. Dept. of Children and Family Services' Office of Education and Transition Services, [PRESSPlus1](#) certain rights, including the right to inspect, copy, and/or challenge school student records. A student or the student's parent/guardian may request, in writing, that scores received on college entrance examinations be included on the student's academic transcript. The information contained in school student records shall be kept current, accurate, clear, and relevant. All information maintained concerning a student receiving special education services shall be directly related to the provision of services to that child. The District may release directory information as permitted by law, but a parent/guardian shall have the right to opt-out of the release of directory information regarding his or her child. The District will comply with State or federal law with regard to release of a student's school records, including, where applicable, without notice to, or the consent of, the student's parent/guardian or eligible student. Upon request, the District discloses school student records without parent consent to the official records custodian of another school in which a student has enrolled or intends to enroll, as well as to any other person as specifically required or permitted by State or federal law.

The right to have one or more scores received on college entrance examinations included on the student's academic transcript.

Parents/guardians or eligible students may have one or more scores on college entrance exams included on their student's academic transcript. Students often take college entrance examinations multiple times to improve their results. Test publishers provide the results from each examination taken to the student's high school. A parent/guardian or eligible student may want certain scores to be included on academic transcripts sent to post-secondary institutions to which the student applies. The District will include scores on college entrance examinations upon the written request of the parent/guardian or eligible student stating the name of each

college entrance examination that is the subject of the request and the dates of the scores that are to be included.

The Superintendent shall fully implement this policy and designate an *official records custodian* for each school who shall maintain and protect the confidentiality of school student records, inform staff members of this policy, and inform students and their parents/guardians of their rights regarding school student records.

Student Biometric Information Collection

The Superintendent or designee may recommend a student biometric information collection system solely for the purposes of identification and fraud prevention. Such recommendation shall be consistent with budget requirements and in compliance with State law. Biometric information means any information that is collected through an identification process for individuals based on their unique behavioral or physiological characteristics, including fingerprint, hand geometry, voice, or facial recognition or iris or retinal scans.

Before collecting student biometric information, the District shall obtain written permission from the person having legal custody/parental responsibility or the student (if over the age of 18). Upon a student's 18th birthday, the District shall obtain written permission from the student to collect student biometric information. Failure to provide written consent to collect biometric information shall not be the basis for refusal of any services otherwise available to a student.

All collected biometric information shall be stored and transmitted in a manner that protects it from disclosure. Sale, lease, or other disclosure of biometric information to another person or entity is strictly prohibited.

The District will discontinue use of a student's biometric information and destroy all collected biometric information within 30 days after: (1) the student graduates or withdraws from the School District, or (2) the District receives a written request to discontinue use of biometric information from the person having legal custody/parental responsibility of the student or the student (if over the age of 18). Requests to discontinue using a student's biometric information shall be forwarded to the Superintendent or designee.

The Superintendent or designee shall develop procedures to implement this policy consistent with State and federal law.

LEGAL REF.:

20 U.S.C. §1232g, Family Educational Rights and Privacy Act, ~~implemented by~~ 34 C.F.R. Part 99.

50 ILCS 205/7, Local Records Act.

105 ILCS 5/10-20.12b, 5/10-20.40, and 5/14-1.01 et seq.

105 ILCS 10/, Ill. School Student Records Act.

105 ILCS 85/, Student Online Personal Protection Act.

325 ILCS 17/, Children's Privacy Protection and Parental Empowerment Act.

750 ILCS 5/602.11, Ill. Marriage and Dissolution of Marriage Act.

23 Ill.Admin.Code Parts 226 and 375.

Owasso I.S.D. No. I-011 v. Falvo, 534 U.S. 426 (2002).

Chicago Tribune Co. v. Chicago Bd. of Ed., 332 Ill.App.3d 60 (1st Dist. 2002).

CROSS REF.: 5:100 (Staff Development Program), 5:130 (Responsibilities Concerning Internal Information), 7:15 (Student and Family Privacy Rights), 7:220 (Bus Conduct), 7:345 (Use of Educational Technologies; Student Data Privacy and Security)

Adopted: April 27, 2022

PRESSPlus Comments

PRESSPlus 1. 105 ILCS 10/5(a), amended by P.A. 102-199. The Ill. School Student Records Act does not give Ill. Dept. of Children and Family Services representatives the right to challenge student records. 105 ILCS 10/7. **Issue 110, October 2022**

Document Status: Draft Update

STUDENTS

7:70 Attendance and Truancy

Compulsory School Attendance

This policy applies to individuals who have custody or control of a child: (a) between the ages of 6 (on or before September 1) and 17 years (unless the child has graduated from high school), or (b) who is enrolled in any of grades, kindergarten through 12, in the public school regardless of age.

Subject to specific requirements in State law, the following children are not required to attend public school: (1) any child attending a private school (including a home school) or parochial school, (2) any child who is physically or mentally unable to attend school (including a pregnant student suffering medical complications as certified by her physician), (3) any child lawfully and necessarily employed, (4) any child over 12 and under 14 years of age while in confirmation classes, (5) any child absent because of religious reasons, including to observe a religious holiday, for religious instruction, or because his or her religion forbids secular activity on a particular day(s) or time of day, and (6) any child 16 years of age or older who is employed and is enrolled in a graduation incentives program.

The parent/guardian of a student who is enrolled must authorize all absences from school and notify the school in advance or at the time of the student's absence. A valid cause for absence includes illness (including mental or behavioral health of the student), observance of a religious holiday, death in the immediate family, attendance at a civic event, [PRESSPlus1](#) family emergency, other situations beyond the control of the student as determined by the Board, voting pursuant to policy 7:90, *Release During School Hours* (10 ILCS 5/7-42 and 5/17-15), other circumstances that cause reasonable concern to the parent/guardian for the student's mental, emotional, or physical health or safety, or other reason as approved by the Superintendent or designee. Students absent for a valid cause may make up missed homework and classwork assignments in a reasonable timeframe.

Absenteeism and Truancy Program

The Superintendent or designee shall manage an absenteeism and truancy program in accordance with the School Code and Board of Education policy. The program shall include but not be limited to:

1. A protocol for excusing a student from attendance who is necessarily and lawfully employed. The Superintendent or designee is authorized to determine when the student's absence is justified.
2. A protocol for excusing a student in grades 6 through 12 from attendance to sound *Taps* at a military honors funeral held in Illinois for a deceased veteran.
3. A protocol for excusing a student from attendance on a particular day(s) or at a particular time of day when his/her parent/guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or has immediately returned from deployment to a combat zone or combat-support postings.
4. A process to telephone, within two hours after the first class, the parents/guardians of students in grade 8 or below who are absent without prior parent/guardian notification.
5. A process to identify and track students who are truants, chronic or habitual truants, or truant 36 minors as defined in 105 ILCS 5/26-2a.

6. A description of diagnostic procedures for identifying the cause(s) of a student's unexcused absenteeism, including interviews with the student, his or her parent(s)/guardian(s), and staff members or other people who may have information about the reasons for the student's attendance problem.
7. The identification of supportive services that may be offered to truant, chronically truant, or chronically absent students, including parent-teacher conferences, student and/or family counseling, or information about community agency services. See Board policy 6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*.
8. A process for the collection and review of chronic absence data and to:
 - a. Determine what systems of support and resources are needed to engage chronically absent students and their families, and
 - b. Encourage the habit of daily attendance and promote success.
9. Reasonable efforts to provide ongoing professional development to teachers, administrators, Board members, school resource officers, and staff on the appropriate and available supportive services for the promotion of student attendance and engagement.
10. A process to request the assistance and resources of outside agencies, such as, the juvenile officer of the local police department or the truant office of the appropriate Regional Office of Education, if truancy continues after supportive services have been offered.
11. A protocol for cooperating with non-District agencies including County or municipal authorities, the Regional Superintendent, truant officers, the Community Truancy Review Board, and a comprehensive community based youth service agency. Any disclosure of school student records must be consistent with Board policy 7:340, *Student Records*, as well as State and federal law concerning school student records.
12. An acknowledgement that no punitive action, including out-of-school suspensions, expulsions, or court action, shall be taken against a truant minor for his or her truancy unless available supportive services and other school resources have been provided to the student.
13. The criteria to determine whether a student's non-attendance is due to extraordinary circumstances shall include economic or medical necessity or family hardship and such other criteria that the Superintendent believes qualifies.
14. A process for a 17 year old resident to participate in the District's various programs and resources for truants. The student must provide documentation of his/her dropout status for the previous 6 months. A request from an individual 19 years of age or older to re-enroll after having dropped out of school is handled according to provisions in 7:50, *School Admissions and Student Transfers To and From Non-District Schools*.
15. A process for the temporary exclusion of a student 17 years of age or older for failing to meet minimum attendance standards according to provisions in State law. A parent/guardian has the right to appeal a decision to exclude a student.

Monitoring [PRESSPlus2](#)

Pursuant to State law and policy 2:240, *Board Policy Development*, the Board updates this policy at least once every two years. The Superintendent or designee shall assist the Board with its update.

LEGAL REF.:

105 ILCS 5/22-92 and 5/26-1 through 18.

705 ILCS 405/3-33.5, Juvenile Court Act of 1987.

23 Ill.Admin.Code §§1.242 and 1.290.

CROSS REF.: 5:100 (Staff Development Program), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:150 (Home and Hospital Instruction), 7:10 (Equal Educational Opportunities), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:60 (Residence), 7:80 (Release Time for Religious Instruction/Observance), 7:90 (Release During School Hours), 7:190 (Student Behavior), 7:340 (Student Records)

Adopted: April 27, 2022

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/26-1 and 5/26-2a, amended by P.A. 102-891, eff. 1-1-23, requiring that, subject to Ill. State Board of Education (ISBE) guidelines, middle and high school students be permitted one school day-long excused absence per school year to engage in a *civic event*, defined as “an event sponsored by a non-profit organization or governmental entity that is open to the public. *Civic event* includes, but is not limited to, an artistic or cultural performance or educational gathering that supports the mission of the sponsoring non-profit organization. Schools may require students to provide an appropriate administrator with reasonable advance notice of the intended absence and documentation of participation. **Issue 110, October 2022**

PRESSPlus 2. Updated in response to 105 ILCS 5/22-92(b), added by P.A. 102-157 and renumbered by P.A. 102-813; 23 Ill.Admin.Code §207.30(a), requiring that every two years a board update its absenteeism and truancy policy and file it with the Ill. State Board of Education and the regional superintendent of schools [or Intermediate Service Center Executive Director, whichever is appropriate].

The policy must contain all requirements of 105 ILCS 5/22-92, indicate the date of adoption (by month, day, and year) and any revision dates, and be filed electronically by September 30 each review year through ISBE’s Web Application Security (IWAS) system. 23 Ill.Admin.Code §§207.20(a), 207.30(a). If, after review and re-evaluation of the policy, the district determines that no updates are necessary, either a copy of board minutes clearly indicating the policy was re-evaluated and no changes were deemed necessary or a signed statement from the board president indicating the policy was re-evaluated and no changes were deemed necessary must be submitted to IWAS. 23 Ill.Admin.Code §207.30(a)(3). ISBE has stated that for districts that update the adoption date listed on a policy whenever the policy is updated, the date of adoption is sufficient to also indicate the revision date. See ISBE's *Absenteeism and Truancy Policy FAQ*, at: www.isbe.net/Documents/Absenteeism-Truancy-Policy-FAQ.pdf.

ISBE rules implementing this requirement were published in the Ill. Register in October 2022 but provide that “[n]o later than September 30, 2022, or no later than September 30 of the first full school year a school becomes subject to this Part, each school or district must file the policy through the State Board of Education’s Web Application Security (IWAS), and must submit an updated policy every two years thereafter by no later than September 30 of the year due.” 23 Ill.Admin.Code §207.30(a). ISBE informed the **PRESS** Editors that due to the late publication date, the submission deadline for the 2022-2023 school year is extended to 1-13-23, and the September 30 submission deadline is not operative until the 2023-2024 school year. **Issue 110, October 2022**

VII. ADJOURNMENT