

McLean County Unit District No. 5 Board of Education Regular Meeting Agenda

Wednesday, April 13, 2022

Public Session 6:30 PM

Normal West High School

501 N Parkside Rd

Normal, IL 61761

1. CALL TO ORDER AND ROLL CALL

2. ADJOURN TO CLOSED SESSION(5:45p.m.)

Recommended motion: Move to adjourn to closed session to discuss the following matter according to the exceptions provided in the Open Meetings Act and specified as follows:

•2(c)(1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees 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 and

•2(c)(2) 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 and

•2(c)(9) Student Disciplinary Cases and

•2(c)(11) Litigation, when an action against, affecting or on behalf of the particular body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

3. RECESS

4. RETURN TO PUBLIC SESSION

5. PLEDGE OF ALLEGIANCE

6. FOCUS ON STUDENTS AND GOOD NEWS REPORTS

A EJHS Volleyball Team

3

B NCHS Future Business Leaders of America

4

C NCWHS AP German - Aaron T.

D Carlock Elementary School

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7. SUPERINTENDENT COMMENTS

8. PUBLIC COMMENTS

9. REPORTS

A 1st Reading of Board Policies, Administrative Procedures and Exhibits

1 Section 4 - Operational Services

a. Administrative Procedure 4.40-AP1 Preparing and Updating Disclosures

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2 Section 7 - Students

a. Policy 7.20 Harassment of Students Prohibited

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b. Policy 7.30 Student Assignment; Intra-District Transfer; Eligibility

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c. Policy 7.50 School Admissions; Student Transfers To and From Non-District Schools; Re-Enrollment

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d. Policy 7.60 Residence

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e. Policy 7.70 Attendance and Truancy

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f. Policy 7.80 Release Time for Religious Instruction-Observance

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g. Policy 7.150 Agency and Police Interviews

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h. Policy 7.160 Student Appearance

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i. Policy 7.180 Prevention of and Response to Bullying, Intimidation, and Harassment

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j. Policy 7.190 Student Behavior

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k. Policy 7.200 Suspension Procedures

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l. Policy 7.210 Expulsion Procedures

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m. Policy 7.240 Conduct Code for Participants in Co-Curricular Activities	46
n. Policy 7.260 Exemption From Physical Education	48
o. Policy 7.290 Suicide and Depression Awareness and Prevention	50
p. Policy 7.310 Restrictions on Publications Elementary Schools	53
q. Policy 7.315 Restrictions on Publications High Schools	55
B Requests for Information Pursuant to the Illinois Freedom of Information Act	58
The District has received and processed the following requests for information:	
10. ACTION	
A Approve Four Year Lease with JMO Modular LLC for NCHS Portable Classrooms	59
11. CONSENT AGENDA	
A Approval of Minutes	
Minutes are not released for public viewing until approved by the Board of Education	
1 Regular Session 03.09.22	
2 Closed Session 03.09.22	
3 Special Session Public 03.14.22	
4 Special Session Closed 03.14.22	
5 Special Session Public 03.29.22	
6 Special Session Closed 03.29.22	
B Personnel Matters	78
C Payment of Bills and Payrolls	
1 Bills & Payroll Reports	
D Approve Finance Department Reports	
1 Financial Statements - February 2022	83
E Approve Requests for Authorization to Use Fire Prevention and Safety Funds	91
F Approve Requests for Overnight Trips	95
G Approve a Three Year Contract with HR Imaging Partners, Inc. to Provide Photography Services for Grades PreK Through 12	99
H Approve One Year Lease with JMO Modular LLC. for Towanda Portable Classrooms	101
I Approve Substitute Food Service Wage Increase	103
J Approve State Farm Laptop Donation	104
K Approve the Purchase of the Water Cooled Centrifugal Chiller from Trane U.S. Inc. under the Omnia Purchasing Agreement	106
L Renew Illinois High School Association Membership with NCHS and NCWHS for 2022-2023	114
M Renew Illinois Elementary School Association Membership for Chiddix, Evans, Kingsley, Parkside Junior High Schools for 2022-2023	116
N Requests to Establish Student Activity Funds	117
O Request to Dissolve Student Activity Fund	119
12. BOARD REPRESENTATIVE COMMITTEE MEETING REPORTS, ANNOUNCEMENTS AND COMMENTS	
13. ADJOURNMENT	



MR. CHRISTOPHER MCGRAW
PRINCIPAL

MRS. RACHAEL HERNANDEZ
ASSOCIATE PRINCIPAL/ATHLETIC DIRECTOR

MRS. KIMBERLY MARTIN-BOYD
ASSISTANT PRINCIPAL

2901 MORRISSEY DR
BLOOMINGTON, IL 61704

PHONE 309 557 4406
FAX 309 557 4507
WEB UNIT5.ORG/EVANS

Dr. Weikle and the Unit 5 Board of Education,

It is with great pride and much pleasure that I recognize the Evans Junior High School 8th grade volleyball program and coaches in this evening's "Good News Report." This team recently competed in the 2022 IESA Class 8-4A State Tournament on March 18th-19th, 2022.

This team won the class 8-4A State championship after going undefeated for all 24 games during the entire 2021-2022 season. Furthermore, this team also was undefeated during the abridged 2020-2021 season, becoming both 7th grade Regional and Sectional champions. Please note there was no state tournament during last season due to COVID.

The student athletes and coaches to be recognized are the following:

- Grace Eardley
- Emily Hall
- Maggie Kelley
- Sam Lakamp
- Lauren Michaels
- Maggie Michaels
- Reese Michaels
- Mo Petelin
- Maddie Petersen
- Sydney Stewart
- Avery White
- Alana Whitfield
- Coach Kimberly Barbeau
- Coach Stephanie Buhrow
- Coach Natalie Schulz

Evans Junior High School is *extremely* proud of these students. This team, and its coaches, exemplify how determination, desire, integrity, kindness, and confidence equate success. They are a true example of what it means to "be the good" within Eagle Nation!

Sincerely,

Christopher McGraw, *Principal*



NORMAL COMMUNITY HIGH SCHOOL

3900 East Raab Road | Normal, Illinois 61761 | Phone (309) 557-4401 | Website: www.unit5.org/NCHS

April 5, 2022

Dear Unit 5 Board of Education:

It is with great pride that I write this Good News Report to recognize the members of the Future Business Leaders of America at Normal Community High School. These students competed at the state leadership conference during the weekend of April 1st in Springfield. Among leaders from all over the state of Illinois, NCHS not only earned a long list of individual awards, but the school's organization landed 1st place for the Outstanding Chapter Award, which is the equivalent of an athletic team winning a state championship.

In addition to the attached detailed list of students who have qualified for the National competition this summer in Chicago, NCHS had a strong showing at the executive level. Jonah Kramer served as the State Treasurer this year and did an amazing job running the state conference with the officers from other schools across the state. Plus, two of our students were elected into officer positions for the 2022-2023 school year. Avani Rai will serve as the State Vice President from the Central Region and Sonika Tamilarasan will serve as the State Treasurer next year.

NCHS Business teacher Tara Pendleton spends an inordinate amount of time working with FBLA as the sponsor, and it is no surprise that her dedication to the students and this organization has led to this level of success.

We are in awe of how these Ironmen represented Normal Community High School and Unit 5 while performing at an exemplary level to earn such an impressive list of achievements at the State level! We wish FBLA the best of luck this summer and can't wait to see the results from the National convention!

Sincerely,

Nikki Maurer

Associate Principal

Dr. Trevor Chapman, *Principal* | Mrs. Nikki Maurer, *Associate Principal*

Mr. Jeff Barnard, *Asst. Principal* | Mr. Anthony Clark, *Asst. Principal* | Mr. Dan Gibler, *Asst. Principal*
Mrs. Wendy Davis, *Asst. Principal* | Mr. Nic Kearfott, *Athletic Director*

NCHS Future Business Leaders of America

2022 State Convention

National Qualifiers

1st Place	Business Financial Plan	Rishi Banhari, Akhil Kanneganti, Lalit Kudikala
1st Place	Coding and Programming	Shriya Jain
1st Place	Electronic Career Portfolio	Shreya Bhatia
1st Place	Introduction to Social Media Strategies	Sristi Ganta, Nikitha Philip
1st Place	Mobile App Development	Shreenija Daggavolu, Shreni Jain
1st Place	Business Management	Pranathi Ganti, Shloka Ravinuthala
1st Place	Business Calculations	Bryce Marquardt
1st Place	Insurance and Risk Management	Logan Yamada
1st Place	Journalism	Jonah Kramer
1st Place	American Enterprise Project	Sumukh Sayani, Sonika Tamilarasan, Amirtha Vijay
1st Place	Introduction to Business Concepts	Andrew Wong
1st Place	Introduction to Business Procedures	Dhyan Chaudhari
1st Place	Introduction to FBLA	Srilasya Karnati
1st Place	Introduction to Business Communication	Sadkrith Malladi
2nd Place	Introduction to Parliamentary Procedure	Moksha Dave
2nd Place	Introduction to Financial Math	Sarayu Parsi

2nd Place	Data Analysis	Shashank Bhagavatula, Yatin Gupta, Ved Kommalapati
2nd Place	Impromptu Speaking	Akash Anbu
2nd Place	Business Ethics	Dhriti Mudigonda, Raghav Vijay, Amirtha Vijay
2nd Place	Networking Infrastructures	Dhruv Rebba
2nd Place	Organizational Leadership	Nina Osborne
3rd Place	Introduction to Business Presentation	Siddharth Bhumpelli, Ojas Shah
3rd Place	Public Speaking	Avani Rai
3rd Place	Agribusiness	Drexel Douglass
3rd Place	Cyber Security	Simon Anari
3rd Place	Political Science	Sam Haggarty
4th Place	Computer Game & Simulation Programming	Sonika Tamilarasan
4th Place	International Business	Pranavi Chaganti
4th Place	Introduction to Event Planning	Renny Alex, Adithya Komandur
4th Place	Introduction to FBLA	Likith Kancharalapalli
4th Place	Introduction to Financial Math	Akshay Pespunuri
Qualifier	Life Smarts	Yatin Gupta, Ved Kommalapati
Qualifier	Virtual Business Challenge - Personal Finance	Shreenija Daggavolu, Shreni Jain
Qualifier	Virtual Business Challenge - Personal Finance	Avi Paleti, Akshay Pespunuri, Andrew Wong
Qualifier	Virtual Business Challenge - Business Management	Shashank Bhagavatula, Ved Kommalapati, Sree Vakiti



Carlock Elementary School

301 W Washington, Carlock, IL 61725 • (309) 557-4412

A welcoming community dedicated to learning and
growth in a safe, trusting environment.

March 30, 2022

Dear Dr. Weikle and the Unit 5 Board of Education,

I write to you with good news from Carlock Elementary School. Earlier this school year, I visited classrooms to conduct our annual Bus Safety Training. We reviewed behavioral expectations along with general bus safety. During the training, we specifically discussed what to do if the bus driver was incapacitated. I never would have imagined just how important that part of the training would be for our students.

It is with immense pride I recognize 4th grader Kain Filliman and his parents, Mike and Trisha. On the morning of March 16, 2022, Kain arrived at his bus stop to find the driver unconscious. He was brave and calm while assessing the situation before running home to get his parents. Kain's mom, Trisha, was able to assist the driver until the Carlock Fire Department arrived. Mr. and Mrs. Filliman provided a safe place for our students as they waited for a new bus driver to transport them to school. One of the students on the bus stated, "I knew everything was going to be ok because Kain's Mom and Dad were there."

I am proud of Kain and grateful for his parents. Our school prides itself on being a welcoming community dedicated to learning and growth in a safe, trusting environment. The Filliman family exemplifies this statement.

Please join me in thanking and recognizing the Filliman family for their acts of service to First Student and Carlock Elementary School.

Respectfully,

A handwritten signature in cursive script that reads 'Megan Bozarth'.

Megan Bozarth
Principal, Carlock Elementary School

Administrative Procedure - Preparing and Updating Disclosures

Pursuant to the District's responsibilities under the securities laws, including its continuing disclosure undertakings (the "*Undertakings*") under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, and the Securities and Exchange Commission's statements in enforcement actions, it is necessary and in the District's best interest ~~of that~~ the District ~~that the District's comply in all material respects with federal securities laws regarding its~~ (i) preliminary and final official statements or offering circulars and any supplements or amendments thereto (collectively, the "Official Statements"), disseminated by the District in connection with any bonds, notes, certificates or other obligations, (ii) Financial Information or Annual Financial Information, as required by and defined in the Undertakings (the "Annual Financial Information") to be filed with the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA") system, and (iii) notices of Material Events or Reportable Events, each as defined in the Undertakings, and any other required or voluntary disclosures to EMMA (each, an "EMMA Notice") ~~comply in all material respects with the federal securities laws. Further, it is necessary and in the best interest of the District that the District adopt policies and~~ These procedures are designed to enable the District to create accurate disclosures with respect to its (i) Official Statements, (ii) Annual Financial Information, and (iii) EMMA Notices, ~~which Official Statements, Annual Financial Information and EMMA Notices~~ are collectively referred to herein as ~~the~~ "Disclosures."

In response to these interests, the District hereby adopts the following ~~policies and~~ procedures ~~(the "Disclosure Policy")~~:

(a) Disclosure Officer

~~The Business Manager of the District~~ Consistent with Board Policy 4.40, Incurring Debt, the Superintendent (the "Disclosure Officer") is hereby designated as the officer responsible for the procedures related to Disclosures as hereinafter set forth (collectively, the "Disclosure Procedures").

(b) Disclosure Procedures: Official Statements

Whenever an Official Statement will be disseminated in connection with the issuance of obligations by the District, the Disclosure Officer will oversee the process of preparing the Official Statement pursuant to the following procedures:

1. The District shall select (a) the working group for the transaction, which group may include outside professionals such as disclosure counsel, a municipal advisor and an underwriter (the "Working Group"), and (b) the member of the Working Group responsible for preparing the first draft of the Official Statement.
2. The Disclosure Officer shall review and make comments on the first draft of the Official Statement. Such review shall be done in order to determine that the Official Statement does not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement not misleading. Particular attention shall be paid to the accuracy of all descriptions, significant information, and financial data regarding the District. Examples include confirming that information relating to the District, including but not limited to demographic changes, the addition or loss of major employers, the addition or loss of major taxpayers or any other material information within the knowledge of the Disclosure Officer, is included and properly

disclosed. The Disclosure Officer shall also be responsible for ensuring that the financial data presented with regard to the District is accurate and corresponds with the financial information in the District's possession, including but not limited to information regarding bonded indebtedness, notes, certificates, outstanding leases, tax rates or any other financial information of the District presented in the Official Statement.

3. After completion of the review set forth in 2-~~1~~2 above, the Disclosure Officer shall (a) discuss the first draft of the Official Statement with the members of the Working Group and such staff and officials of the District as the Disclosure Officer deems necessary and appropriate, and (b) provide comments, as appropriate, to the members of the Working Group. The Disclosure Officer shall also consider comments from members of the Working Group and whether any additional changes to the Official Statement are necessary or desirable to make the document compliant with the requirements set forth in 2-~~1~~2 above.
4. The Disclosure Officer shall continue to review subsequent drafts of the Official Statement in the manner set forth in 2-~~1~~2 and 3-~~1~~2 above.
5. If, in the Disclosure Officer's reasonable judgment, the Official Statement does not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement not misleading, the Official Statement may, in the reasonable discretion of the Disclosure Officer, be released for dissemination to the public; *provided, however*, that the use of the Official Statement must be ratified, approved and authorized by the Board ~~of Education of the District (the "Board")~~.

c) Disclosure Procedures: Annual Financial Information

The Disclosure Officer will oversee the process of preparing the Annual Financial Information pursuant to these procedures:

1. By ~~August 1st~~December 20th of each year (the same being at least 30 days prior to the last date on which the Annual Financial Information is required to be disseminated pursuant to the related Undertaking), the Disclosure Officer shall begin to prepare (or hire an agent to prepare) the Annual Financial Information. The Disclosure Officer shall also review the audited or unaudited financial statements, as applicable, to be filed as part of the Annual Financial Information (the "Financial Statements"). In addition to the required updating of the Annual Financial Information, the Disclosure Officer should consider whether additional information needs to be added to the Annual Financial Information in order to make the Annual Financial Information, including the Financial Statements, taken as a whole, correct and complete in all material respects. For example, if disclosure of events that occurred subsequent to the date of the Financial Statements would be necessary in order to clarify, enhance or correct information presented in the Financial Statements, in order to make the Annual Financial Information, taken as a whole, correct and complete in all material respects, disclosure of such subsequent events should be made.
2. If, in the Disclosure Officer's reasonable judgment, the Annual Financial Information, including the Financial Statements, is correct and complete in all material respects, the Disclosure Officer shall file the Annual Financial Information with EMMA (or confirm that such filing is completed by any agent hired by the District for such purpose) within the timeframe allowed for such filing.

d) Disclosure Procedures: Reportable Events

The Disclosure Officer will prepare (or hire an agent to prepare) Reportable Event Disclosure and file the same with EMMA (or confirm that such filing is completed by an agent hired by the District for such purpose) in a timely manner (not in excess of 10 business days after the occurrence of the Reportable Event). Incurrence of a Financial Obligation, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect security holders, if material, is a Reportable Event. Upon the incurrence of any Financial Obligation, as such term is defined in the Undertaking, the Disclosure Officer shall review such Financial Obligation and assess whether such Financial Obligation is material. If, in connection with such Financial Obligation, the District has agreed to any covenant, event of default, remedy, priority right or other similar term which affects security holders, the Disclosure Officer shall further review such term and assess whether the same is material. The Disclosure Officer shall prepare a summary of such review. If, in the Disclosure Officer's reasonable judgment, following consultation with financial or legal professionals as necessary, such Financial Obligation and/or term of such Financial Obligation is deemed material, the Disclosure Officer shall file a summary of such Financial Obligation (or the entire financing document, provided that confidential or sensitive information may be redacted to the extent such redaction does not prevent all material terms from being disclosed) with EMMA not in excess of ten business days after the incurrence of such Financial Obligation. (This paragraph (d) shall only apply if the District has entered into an Undertaking on or after February 27, 2019.)

e) Disclosure Procedures: EMMA Notices

Whenever the District determines to file an EMMA Notice, or whenever the District decides to make a voluntary filing to EMMA, the Disclosure Officer will oversee the process of preparing the EMMA Notice pursuant to these procedures:

1. The Disclosure Officer shall prepare (or hire an agent to prepare) the EMMA Notice. The EMMA Notice shall be prepared in the form required by the MSRB.
2. In the case of a disclosure required by an Undertaking, the Disclosure Officer shall determine whether any changes to the EMMA Notice are necessary to make the document compliant with the Undertaking.
3. If, in the Disclosure Officer's reasonable judgment, the EMMA Notice is correct and complete and, in the case of a disclosure required by an Undertaking, complies with the Undertaking, the Disclosure Officer shall file the EMMA Notice with EMMA (or confirm that such filing is completed by any agent hired by the District for such purpose) within the timeframe allowed for such filing.

(ef) Additional Responsibilities of the Disclosure Officer

The Disclosure Officer, in addition to the specific responsibilities outlined above, shall have general oversight of the entire disclosure process, which shall include:

- ~~1. Scheduling email reminders with EMMA to help ensure timely filing of the District's Annual Financial Information;~~
- 2.1. Maintaining appropriate records of compliance with ~~this~~ these Disclosure ~~Policy~~ Procedures (including proofs of EMMA filings) and decisions made with respect to issues that have been raised;

~~3.2.~~ Evaluating the effectiveness of the procedures contained in ~~this-these~~ Disclosure ~~PolicyProcedures~~; and

~~4.3.~~ ~~Making recommendations to the Board as to whether~~ Informing the Board when substantive revisions or modifications are made to this-these Disclosure ~~Policy-Procedures~~ are appropriate.

(f) General Principles

1. All participants in the disclosure process should be encouraged to raise potential disclosure items at all times in the process.
2. The process of revising and updating the Disclosures should not be viewed as a mechanical insertion of current numbers. While it is not anticipated that there will be major changes in the form and content of the Disclosures at the time of each update, the Disclosure Officer should consider whether such changes are necessary or desirable in order to make sure the Disclosure does not make any untrue statement of a material fact or omit to state a material fact necessary or desirable, in order to make the statements made, in light of the circumstances in which they were made, not misleading at the time of each update.
3. Whenever the District releases information, whether in written or spoken form, that may reasonably be expected to reach investors, it is said to be "speaking to the market." When speaking to the market, District officials must be sure that the released information does not make any untrue statement of a material fact or omit to state a material fact necessary or desirable, in order to make the statements made, in light of the circumstances in which they were made, not misleading.
4. While care should be taken not to shortcut or eliminate any steps outlined in ~~this-these~~ Disclosure ~~Policy-Procedures~~ on an ad hoc basis, the review and maintenance of the Disclosures is a fluid process and recommendations for improvement of these Disclosure Procedures should be solicited and regularly considered.
5. The Disclosure Officer is authorized to request and pay for attendance at relevant conferences or presentations or annual training sessions conducted by outside counsel, consultants or experts in order to ensure a sufficient level of knowledge for the effective administration of ~~this-these~~ Disclosure ~~PolicyProcedures~~.

LEGAL REF.: 15 U.S.C. §77a et seq., Securities Act of 1933.
15 U.S.C. §78a et seq., Securities Exchange Act of 1934
17 CFR §240.15c2-12

~~CROSS REF.: 4.40~~

Adopted: June 14, 2017
Reviewed: April 2022
Amended: January 24, 2018

Harassment of Students Prohibited

No person, including a District employee or agent, or student, shall harass intimidate, or bully a student on the basis of actual or perceived race; color; national origin; military status; unfavorable discharge status from 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; 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.

The District will not tolerate harassing, intimidating conduct, or bullying whether verbal, physical, sexual, or visual, that affects tangible benefits of education, that unreasonably interferes with a student's educational performance, or that creates an intimidating, hostile, or offensive educational environment. Examples of prohibited conduct include name-calling, using derogatory slurs, stalking, sexual violence, causing psychological harm, threatening or causing physical harm, threatened or actual destruction of property, or wearing or possessing items depicting or implying hatred or prejudice of one of the characteristics stated above.

Sexual Harassment Prohibited

The District shall provide an educational environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law. See policies 2:265, *Title IX Sexual Harassment Grievance Procedure*, and 2:260, *Uniform Grievance Procedure*.

Making a Report or Complaint

Students are encouraged to promptly report claims or incidences of bullying, intimidation, harassment, sexual harassment, or any other prohibited conduct to the Nondiscrimination Coordinator, Building Principal, Associate Principal, Assistant Principal, a Complaint Manager, or any employee with whom the student is comfortable speaking. A student may choose to report to an employee of the student's same gender. ~~Complaints will be kept confidential to the extent possible given the need to investigate.~~

Reports under this policy will be considered a report under Board policy 2:260, *Uniform Grievance Procedure*, and/or Board policy 2:265, *Title IX Sexual Harassment Grievance Procedure*. The Nondiscrimination Coordinator and/or Complaint Manager shall process and review the report according to the appropriate grievance procedure.⁶

-The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers. The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.

Nondiscrimination Coordinator:	Name: M. Curt Richardson
	Address: 1809 West Hovey Ave, Normal, IL 61761
	Email: richardmc@unit5.org
	Telephone: (309) 557-4082

Complaint Manager:	Name: Roger Baldwin
	Address: 1809 West Hovey Ave, Normal, IL 61761
	Email: baldwinr@unit5.org
	Telephone: (309) 557-4026

Adopted: July 9, 1997
Reviewed: ~~September 2020~~ March 2022
Amended: September 29, 2020

The Superintendent or designee shall use reasonable measures to inform staff members and students of this policy by including:

1. For students, age-appropriate information about the contents of this policy in the District's student handbook(s), on the District's website, and, if applicable, in any other areas where policies, rules, and standards of conduct are otherwise posted in each school.
2. For staff members, this policy in the appropriate employee handbook(s), if applicable, and/or in any other areas where policies, rules, and standards of conduct are otherwise made available to staff.

Investigation Process

Any District employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. Any employee supervisor or administrator who fails to promptly comply may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain an educational environment that is productive, respectful, and free of unlawful discrimination, including harassment.

For any report or complaint alleging sexual harassment that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), the Nondiscrimination Coordinator or designee shall consider whether action under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, should be initiated.

For any other alleged student harassment that does not require action under policy 2:265, Title IX *Sexual Harassment Grievance Procedure*, the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under policies 2:260, *Uniform Grievance Procedure*, and/or 7:190, *Student Behavior*, should be initiated, regardless of whether a written report or complaint is filed.

Reports That Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel

An *alleged incident of sexual abuse* is an incident of sexual abuse of a child, as defined in 720 ILCS 5/11-9.1A(b), that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to policy 5:90, *Abused and Neglected Child Reporting*. In addition to reporting the suspected abuse, the complaint shall also be processed under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, or policy 2:260, *Uniform Grievance Procedure*.

Enforcement

Any District employee who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action up to and including discharge. Any third party who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent, invitee, etc. Any District student who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action, including but not limited to, suspension and expulsion consistent

with the behavior policy. Any person making a knowingly false accusation regarding prohibited conduct will likewise be subject to disciplinary action.

Retaliation Prohibited

Retaliation against any person for bringing complaints or providing information about harassment is prohibited (see policies 2:260, *Uniform Grievance Procedure*, and 2:265, *Title IX Sexual Harassment Grievance Procedure*).

Students should report allegations of retaliation to the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Educational Amendments of 1972;
34 C.F.R. Part 106.
105 ILCS 5/10-20.12, 5/10-22.5, 5/10-23.13, 5/27-1, and 5/27-23.7.
775 ILCS 5/1-101 et seq., Illinois Human Rights Act.
23 Ill. Admin. Code §1.240 and Part 200.
Davis v. Monroe County Board of Education, 526 U.S. 629 (1999).
Franklin v. Gwinnett Co. Public Schools, 503 U.S. 60 (1992).
Gebser v. Lago Vista Independent School District, 524 U.S. 274 (1998).
West v. Derby Unified School District No. 260, 206 F.3d 1358 (10th Cir., 2000).

CROSS REF.: 2.260, 2.265, 4.165, 5.20, 5.90, 7.10, 7.180, 7.185, 7.190, 7.240

Adopted: July 9, 1997

Reviewed: ~~September 2020~~ March 2022

Amended: September 29, 2020

Student Assignment; Intra-District Transfer; Eligibility

Attendance Areas

The District is divided into school attendance areas. The Superintendent or designee will:

- ~~1. review~~ Review the boundary lines annually and recommend ~~any changes~~ to the Board any changes or revisions to existing units, including the designation of open attendance areas and/or grade levels;
- ~~1.2.~~ Create new units using a lens that considers preventing segregation and the elimination of separating students in the District's schools because of color, race or nationality.

The Superintendent or designee shall maintain a map of the District showing current school attendance areas. All records pertaining to the creation, alteration, or revision of attendance units are open to the public.

Except as provided below, students living in a given school attendance area will be assigned to that school. Homeless children shall be assigned according to Board policy 6.140, Education of Homeless Children.

Open Attendance Areas and Grade Levels

An open attendance area is a designated area assigned to two or more schools including the school for that assigned attendance area.

An open attendance grade level is a designated grade level at a school assigned to two or more schools including the school for that assigned attendance area.

Transfers within the District

A student's parents/guardians may request a transfer for their child to a District school other than the one assigned. A request should be directed to the Superintendent or designee, who, at his or her sole discretion, may grant the request when the parents/guardians demonstrate that the student could be better accommodated at another school, provided space is available.

If a request is granted, the parent/guardian shall be responsible for transportation.

The provisions in this section have no applicability to transfers pursuant to the Unsafe School Choice Option covered in Board policy 4.170, Safety.

Eligibility

If an attendance exception is granted it is possible that the student will not be eligible for interscholastic athletics/activities. An eligibility ruling will be requested by the school receiving the transfer student, through the Illinois High School Association (IHSA) or Illinois Elementary School Association (IESA), the governing agencies of said activities. The IHSA or IESA will determine the student's eligibility.

Class Assignments

The Building Principal or designee shall assign students to classes.

Adopted: July 9, 1997
Reviewed: ~~April 2017~~ March 2022
Amended: April 26, 2017

LEGAL REF.: 105 ILCS 5/10-21.3, 5/10-21.3a, and 5/10-22.5.

CROSS REF.: 4.170, 6.30, 6.140, ~~7.300~~

~~ADMIN. PROC.: 6.30-AP1, 7.30-AP1, 7.30-AP2, 7.30-E1~~

Adopted: July 9, 1997
Reviewed: ~~April 2017~~ March 2022
Amended: April 26, 2017

School Admissions and Student Transfers To and From Non-District Schools

Age

To be eligible for admission, a child must be ~~5-five~~ years old on or before September 1 of that school term. A child entering first grade must be ~~6-six~~ years of age on or before September 1 of that school year. Based upon an assessment of the child's readiness to attend school, the District may permit him or her to attend school prior to these dates. A child will also be allowed to attend first grade based upon an assessment of his or her readiness if he or she attended a non-public preschool, continued his or her education at that school through kindergarten, was taught in kindergarten by an appropriately certified teacher, and will be 6 years old on or before December 31. A child with exceptional needs who qualifies for special education services is eligible for admission at 3 years of age. Early entrance to kindergarten or first grade may also be available through Board policy 6.135, *Accelerated Placement Program*.

Admission Procedure

All students must register for school each year on the dates and at the place designated by the Superintendent or designee. Parents/guardians of students enrolling in the District for the first time must present:

1. A certified copy of the student's birth certificate. If a birth certificate is not presented, the Superintendent or designee shall notify in writing the person enrolling the student that within 30 days he or she must provide a certified copy of the student's birth certificate. When a certified copy of the birth certificate is presented, the school shall promptly make a copy for its records, place the copy in the student's permanent record, and return the certified copy to the person enrolling the child. If a person enrolling a student fails to provide a certified copy of the student's birth certificate, the Superintendent or designee shall immediately notify the local law enforcement agency, and shall also notify the person enrolling the student in writing that, unless he or she complies within 10 days, the case will be referred to the local law enforcement authority for investigation. If compliance is not obtained within that 10-day period, the Superintendent or designee shall so refer the case. The Superintendent or designee shall immediately report to the local law enforcement authority any material received pursuant to this paragraph that appears inaccurate or suspicious in form or content.
2. Proof of residence, as required by Board policy 7.60, *Residence*.
3. Proof of disease immunization or detection and the required physical examination, as required by State law and Board policy 7.100, *Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students*.

The individual enrolling a student shall be given the opportunity to voluntarily state whether the student has a parent or guardian who is a member of a branch of the U. S. Armed Forces and who is either deployed to active duty or expects to be deployed to active duty during the school year. Students who are children of active duty military personnel transferring will be allowed to enter: (a) the same grade level in which they studied at the school from which they transferred, if the transfer occurs during the District's school year, or (b) the grade level following the last grade completed.

Homeless Children

Any homeless child shall be immediately admitted, even if the child or child's parent/guardian is unable to produce records normally required for enrollment. Board policy 6.140, *Education of*

Homeless Children, and its implementing Administrative Procedure 6.140-AP1, govern the enrollment of homeless children.

Foster Care Students

The Superintendent or designee will appoint at least one employee to act as 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.

Student Transfers To and From Non-District Schools

A student may transfer into or out of the District according to State law and procedures developed by the Superintendent or designee. A student seeking to transfer into the District must serve the entire term of any suspension or expulsion, imposed for any reason by any public or private school, in this or any other state, before being admitted into the District.

Foreign Exchange Students

The District accepts foreign exchange students with a J-1 visa and who reside within the District as participants in an exchange program sponsored by organizations screened by administration. Exchange students on a J-1 visa are not required to pay tuition. ~~The District will admit foreign exchange students with a J-1 visa on the basis of the Foreign Exchange Student Admission Criteria detailed in Administrative Procedure 7.50-AP1. Once admitted, exchange students become subject to all District policies and regulations governing students.~~

Privately sponsored exchange students on an F-1 visa may be enrolled if an adult resident of the District has temporary guardianship, and the student lives in the home of that guardian. Exchange students on an F-1 visa are required to pay tuition at the established District rate. F-1 visa student admission is limited to high schools, and attendance may not exceed 12 months.

The Board may limit the number of exchange students admitted in any given year. Exchange students must comply with District immunization requirements. Once admitted, exchange students become subject to all District policies and regulations governing students.

Re-Enrollment

Re-enrollment shall be denied to any individual 19 years of age or above who has dropped out of school and who could not earn sufficient credits during the normal school year(s) to graduate before his or her 21st birthday. However, at the Superintendent's or designee's discretion and depending on program availability, the individual may be enrolled in a graduation incentives program established under 105 ILCS 5/26-16 or an alternative learning opportunities program established under 105 ILCS 5/13B-1 (~~See see~~ Board policy 6.110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*). Before being denied re-enrollment, the District will offer the individual due process as required in cases of expulsion under Board policy 7.210, *Expulsion Procedures*. ~~An individual~~ A person denied re-enrollment will be offered counseling and be directed to alternative educational programs, including adult education programs that lead to graduation or receipt of a GED diploma. This section does not apply to students eligible for special education under the Individuals with Disabilities in Education Act or accommodation plans under the Rehabilitation Act, Section 504.

LEGAL REF.: ~~McKinney Homeless Assistance Act, 42 U.S.C. §11431 et seq.~~
~~Family Educational Rights and Privacy Act, 20 U.S.C. §1232.~~

Adopted: April 7, 1969
Reviewed: ~~September 2018~~ March 2022
Amended: October 24, 2018

~~Illegal Immigrant and Immigrant Responsibility Act of 1996~~, 8 U.S.C. §1101, ~~Illegal Immigrant and Immigrant Responsibility Act of 1996~~.
~~20 U.S.C. §1232, Family Educational Rights and Privacy Act~~
~~Individuals With Disabilities Education Improvement Act~~, 20 U.S.C. §1400 ~~et seq.~~,
~~Individuals With Disabilities Education Improvement Act~~.
~~Rehabilitation Act, Section 504~~, 29 U.S.C. §794, ~~Rehabilitation Act, Section 504~~.
~~42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act~~.
105 ILCS 5/2-3.13a, 5/10-20.12, 5/10-22.5a, ~~5/13B-1~~, 5/14-1.02, 5/14-1.03a, 5/26-1,
5/26-2, ~~5/26-16~~, 5/27-8.1, ~~10/8.1, 45/~~, and ~~70/~~.
~~105 ILCS 10/8.1, Ill. School Student Records Act~~.
~~105 ILCS 45/~~, ~~Education for Homeless Children Act~~.
~~105 ILCS 70/~~, ~~Educational Opportunity for Military Children Act~~.
~~325 ILCS 50/~~, ~~Missing Children Records Act~~.
~~325 ILCS and 55/~~, ~~Missing Children Registration Law~~.
410 ILCS 315/2e, ~~Communicable Disease Prevention Act~~.
20 Ill. Admin. Code Part 1290, Missing Person Birth Records and School Registration.
23 Ill. Admin. Code Part 225, Special Education
23 Ill. Admin. Code Part 375, Student Records.

CROSS REF.: ~~4.110~~, 6.30, 6.110, ~~6.135~~, 6.140, 6.300, 6.310, ~~7.40~~, 7.60, 7.70, 7.100, ~~7.210~~, 7.340
ADMIN. PROC.: ~~6.140-AP1, 7.40-AP1, 7.50-AP1~~

Residence

Resident Students

Only students who are residents of the District may attend a District school without a tuition charge, except as otherwise provided below or in State law. A student's residence is the same as the person who has legal custody of the student.

A person asserting legal custody over a student, who is not a child's natural or adoptive parent, shall complete a signed statement, stating:

- a. that he or she has assumed and exercises legal responsibility for the child,
- b. the reason the child lives with him or her, other than to receive an education in the District, and
- c. that he or she exercises full control over the child regarding daily educational and medical decisions in case of emergency.

If the District knows the current address of the child's natural or adoptive parent, the District shall request in writing that the person complete a signed statement or Power of Attorney affidavit stating:

- a. the role and responsibility of the person with whom their child is living, and
- b. that the person with whom the child is living has full control over the child regarding daily educational and medical decisions in case of emergency.

A student whose family moves out of the District during the school year will be permitted to attend school for the remainder of the year without payment of tuition.

When a student's change of address is due to the military service obligation of the student's legal custodian, the student's residence is deemed to be unchanged for the duration of the custodian's military service obligation if the student's custodian made a written request. The District, however, is not responsible for the student's transportation to or from school.

If, at the time of enrollment, a dependent child of military personnel is housed in temporary housing located outside of the District, but will be living within the District within 60 days six months after the time of initial enrollment, the child is allowed to enroll, subject to the requirements of State law, and must not be charged tuition.

Tuition will not be required if a family plans to move into the District within the first nine-week period of the school year.

Requests for Non-Resident Student Admission

Non-resident students may attend District schools upon the approval of a request submitted by the student's parents/guardians for non-resident admission. The Superintendent or designee may approve the request subject to the following:

1. The student will attend on a year-to-year basis. Approval for any one year is not authorization to attend a following year.
2. The student will be accepted only if there is sufficient room.

3. The student's parents/guardians will be charged the maximum amount of tuition as allowed by State law.
4. The student's parents/guardians will be responsible for transporting the student to and from school.

Admission of Non-Resident Students Pursuant to an Agreement or Order

Non-resident students may attend District schools tuition-free pursuant to:

1. A written agreement with an adjacent school district to provide for tuition-free attendance by a student of that district, provided both the Superintendent and the adjacent district determine that the student's health and safety will be served by such attendance.
2. A written agreement with cultural exchange organizations and institutions supported by charity to provide for tuition-free attendance by foreign exchange students and non-resident pupils of charitable institutions. ~~Exchange students on a J-1 visa will be admitted on the basis of the Foreign Exchange Student Admission Criteria detailed in 7.50-AP1. Admitted foreign exchange students are not required to pay tuition.~~
3. According to an intergovernmental agreement.
4. Whenever any State or federal law or a court order mandates the acceptance of a non-resident student.

Homeless Children

Any homeless child shall be immediately admitted, even if the child or child's parents/guardians is unable to produce records normally required to establish residency. Board policy 6.140, Education of Homeless Children, and its implementing administrative procedures, governs the enrollment of homeless children.

Challenging a Student's Residence Status

If the Superintendent or designee determines that a student attending school on a tuition-free basis is a non-resident of the District for whom tuition is required to be charged, he or she on behalf of the Board shall notify the person who enrolled the student of the tuition amount that is due. The notice shall ~~detail the specific reasons why the Board believes that the student is a nonresident student of the District and shall~~ be given by certified mail, return receipt requested. The person who enrolled the student may challenge this determination and request a hearing as provided by ~~The the~~ School Code, 105 ILCS 5/10-20.12b.

LEGAL REF.: ~~McKinney Homeless Assistance Act~~, 42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act, 105 ILCS 5/10-20.12a, 5/10-20.12b, ~~and~~ 5/10-22.5, and 5/10-22.5a, 105 ILCS 45/, Education for Homeless Children Act, 105 ILCS and 70/, Educational Opportunity for Military Children Act, 23 Ill. Admin. Code §1.240, Israel S. by Owens v. Board of Educ. of Oak Park and River Forest High School Sch. Dist. 200, 601 N.E.2d 4264235 Ill. App. 3d 652 (Ill.App 15th Distr. 1992), Joel R. v. Board of Education Educ. of Manheim School Sch. District Dist. 83, 686 N.E.2d 650292 Ill. App. 3d 607 (Ill.App 1,1st Dist. 1997), Kraut v. Rachford, 366 N.E.2d 49751 Ill. App. 3d 206 (Ill.App 1,1st Dist. 1977).

Adopted: November 18, 1968

Reviewed: ~~February 2013~~ March 2022

Amended: March 13, 2013

CROSS REF.: ~~6.15~~, 6.140, 7.50, 7.70

ADMIN. PROC.: ~~7.50-AP1, 7.60-AP1, 7.60-AP2, 7.60-AP2,E1, 7.60-AP2,E2, 7.60-AP3,E3~~

Adopted: November 18, 1968

Reviewed: ~~February 2013~~ March 2022

Amended: March 13, 2013

Attendance and Truancy

The Board believes that a major cause of academic failure is frequent absences from school and that students, staff, and parents all play an important part in assuring a good attendance record.

The resources of classroom teachers, support personnel, and school administrators shall be employed constructively to solve with individual students their problems of excessive absence. There shall be adequate provisions for make-up work. Administrative procedures to implement this policy shall be written and filed with the Superintendent.

Compulsory School Attendance

This Board policy applies to individuals who have custody or control of a child:

- a) ~~whose age meets the compulsory attendance age listed in State law between the ages of six (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.~~
- c) ~~—~~

~~Beginning with the 2014-2015 school year, attendance is required for children between the ages of 6 (on or before September 1) and 17 years, unless a student has already graduated from high school.~~

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 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, family emergency, other situations beyond the control of the student as determined by the Board, voting pursuant to Board 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 health~~, or other

Adopted: September 15, 1969
Reviewed: ~~May 2019~~ March 2022
Amended: June 12, 2019

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 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 2 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 minors as defined in the *School Code, Section 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*.
- 7-8. 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
 - ~~a.b.~~ Encourage the habit of daily attendance and promote success.
- 8-9. 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.
- 9-10. 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.

- ~~10.11.~~ 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.
- ~~11.12.~~ 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.
- ~~12.13.~~ 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.
- ~~13.14.~~ A process for a 17-year old resident to participate in the District's various programs and resources for truant students. 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 Board policy 7.50, *School Admissions and Student Transfers To and From Non-District Schools*.
- ~~14.15.~~ 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.

LEGAL REF.: 105 ILCS 5/26-1 through ~~4618~~.
705 ILCS 405/3-33.5, [Juvenile Court Act of 1987](#).
23 Ill. Admin. Code §§1.242 and 1.290.

CROSS REF.: [5.100](#), 6.110, 6.150, 7.10, 7.50, 7.60, 7.80, 7.190, 7.340

Adopted: September 15, 1969
Reviewed: ~~May 2019~~ [March 2022](#)
Amended: June 12, 2019

Release Time for Religious Instruction/Observance

Religious Observance

A student shall be released from school, as an excused absence, because of religious reasons, including for the purpose of observing to observe a religious holiday, for religious instruction, or because the student's religion forbids secular activity on a particular day(s) or time of day. The parent(s)/guardian(s) must give written notice to the District Building Principal at least 5-five calendar days before the student's anticipated absence(s).

~~The parent(s)/guardian(s) written notification of the student's anticipated absence shall satisfy the District's requirement for a written excuse when the student returns to school.~~

The Superintendent or designee shall develop and distribute to teachers appropriate procedures regarding student absences for ~~a religious~~ reasons ~~holiday which include a list of religious holidays on which students shall be excused from attendance,~~ including how teachers are notified of a student's impending absence, and the state law requirement that teachers provide the student an equivalent opportunity to make up any examination, study, or work requirement.

Religious Instruction

~~A student shall be released from school for a day or portion of a day for the purpose of religious instruction. A letter, requesting the student's absence and written by the student's parent(s)/guardian(s), must be given to the principal at least 5 days before the day the student is to be absent.~~

LEGAL REF.: ~~Religious Freedom Restoration Act, 775 ILCS 35/5.~~
105 ILCS 5/26-1 and 5/26-2b.
775 ILCS 35/, Religious Freedom Restoration Act.

CROSS REF.: 7.70

Adopted: May 26, 1999

Reviewed:

Amended:

Agency and Police Interviews

The Superintendent or designee shall develop procedures to manage requests by agency officials or police officers to interview students at school. Procedures will:

- 1) ~~recognize~~ Recognize individual student rights and privacy~~;~~_i
- 2) Recognize the potential impact an interview may have on an individual student;
- 2)3) ~~minimize~~ Minimize potential disruptions~~;~~_i
- 3)4) ~~foster~~ Foster a cooperative relationship with public agencies and law enforcement~~;~~_i and
- 4)5) ~~comply~~ Comply with State law including, but not limited to, ensuring that before a law enforcement officer, school resource officer, or other school security person detains and questions on school grounds a student under 18 years of age who is suspected of committing a criminal act, the Superintendent or designee will:
 - a. Notify or attempt to notify the student's parent/guardian and document the time and manner in writing;
 - b. Make reasonable efforts to ensure the student's parent/guardian is present during questioning or, if they are not present, ensure that school employees (including, but not limited to, a school social worker, psychologist, nurse, counselor, or any other mental health professional) are present during the questioning; and
 - a-c. If practicable, make reasonable efforts to ensure a trained law enforcement officer to promote safe interactions and communications with the student is present during questioning.

LEGAL REF.: 105 ILCS 5/10-20.64, 5/22-88.
55 ILCS 80/, Children's Advocacy Center Act.
325 ILCS 5/, Abused and Neglected Child Reporting Act.
720 ILCS 5/31-1 et seq., Interference with Public Officers Act.
725 ILCS 120/, Rights of Crime Victims and Witnesses Act.

CROSS REF.: 5.90, 7.130, 7.140, 7.190
~~ADMIN. PROC.:~~ 7.150-AP1, 7.150-AP2, 7.150-E1

Adopted: July 9, 1997
Reviewed: ~~May 2016~~ March 2022
Amended: May 25, 2016

Student Appearance

A student's appearance, including dress and grooming hygiene, must not disrupt the educational process, ~~interfere with the maintenance of a positive teaching/learning climate,~~ or compromise ~~reasonable~~ standards of health, and safety, ~~and decency.~~ The District does not prohibit hairstyles historically associated with race, ethnicity, or hair texture, including, but not limited to, protective hairstyles such as braids, locks, and twists. Students who disrupt the educational process or compromise standards of health and safety must modify their appearance.

Procedures for ~~handling students who dress or groom inappropriately~~ guiding student appearance will be developed by the Superintendent or designee and included in the student-~~parent~~ handbook.

LEGAL REF.: 105 ILCS 5/2-3.25 and 5/10-22.25b.
Tinker v. Des Moines Independent Indep. School Sch. Dist., 89 S.Ct. 733 393 U.S. 503
(1969).

CROSS REF.: 7.10, 7.130, 7.190

Adopted: July 9, 1997
Reviewed: ~~October 2014~~ March 2022
Amended: November 12, 2014

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 District or school if the bullying causes a substantial disruption to the education 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 Section 27-23.7 of the *School Code* (105 ILCS 5/27-23.7)

Bullying includes *cyber-bullying* 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, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying. This list is meant to be illustrative and non-exhaustive.

Cyber-bullying 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. *Cyber-bullying* 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*. *Cyber-bullying* 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, ~~and~~ (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 ~~guidance~~ 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) 1-2.

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 District Nondiscrimination Coordinator, a Complaint Manager, Building Principal, Associate Building Principal, Assistant Building Principal, 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 Nondiscrimination Coordinator, a Complaint Manager, 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. All staff members are available for help with a bully or to make a report about bullying.~~

Nondiscrimination Coordinator: Name: M. Curt Richardson
Address: 1809 West Hovey Ave, Normal, IL 61761
Email: richardmc@unit5.org
Telephone: (309) 557-4082

Complaint Manager: Name: Roger Baldwin
Address: 1809 West Hovey Ave, Normal, IL 61761
Email: baldwinr@unit5.org
Telephone: (309) 557-4026

4. Consistent with federal and State laws and rules governing student privacy rights, the Superintendent or designee shall promptly inform the parents/guardians 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 student's person's act of reprisal or retaliation will be treated as bullying for purposes of determining any consequences or other appropriate remedial actions 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 knowingly making a falsely accusation-accused another of bullying, as a means of retaliation, as a means of bullying, or providing knowingly 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 must be 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 Internet 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 also 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 or 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 in 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 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*. This policy prohibits students from, and provides consequences for: (i) 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 (ii) creating and/or distributing written, printed, or electronic material, including photographs and Internet 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 ILS 49/, Children's Mental Health Act.
775 ILCS 5/1-103, Ill. Human Rights Act.
~~105 ILCS 5/10-20.14, 5/24-24, and 5/27-23.7.~~
23 Ill. Admin. Code §§1.240 and §1.280.

CROSS REF.: 2.240, 2.260, 2.265, 4.170, 5.230, 6.60, 6.65, 6.235, 7.20, 7.185, 7.190, 7.220, 7.230, 7.240, 7.285, 7.310, 7.315

Student Behavior

The goals and objectives of this policy are to provide effective discipline practices that:

1. ensure the safety and dignity of students and staff;
2. maintain a positive, weapons-free and drug-free learning environment;
3. keep school property and the property of others secure;
4. address the causes of a student's misbehavior and provide opportunities for all individuals involved in an incident to participate in its resolution; and
5. teach students positive behavioral skills to become independent, self-disciplined citizens in the school community and society.

When and Where Conduct Rules Apply

A student is subject to disciplinary action for engaging in *prohibited student conduct*, as described in the section with that name below, whenever the student's conduct is reasonably related to school or school activities, including, but not limited to:

1. On, or within sight of, school grounds before, during, or after school hours or at any time;
2. Off school grounds at a school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school;
3. Traveling to or from school or a school activity, function, or event; or
4. Anywhere, if the conduct interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including, but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

Prohibited Student Conduct

The school administration is authorized to discipline students for gross disobedience or misconduct, including, but not limited to:

1. Using, possessing, distributing, purchasing, bartering, or selling tobacco or nicotine materials, including without limitation, electronic cigarettes.
2. Using, possessing, distributing, purchasing, bartering, selling, or offering for sale, alcoholic beverages. Students who are under the influence of an alcoholic beverage are not permitted to attend school or school functions and are treated as though they had alcohol in their possession.
3. Using, possessing, distributing, purchasing, bartering, selling, or offering for sale:
 - a. Any illegal drug or controlled substance, or cannabis (including marijuana, hashish, and medical cannabis unless the student is authorized to be administered a medical cannabis infused product under *Ashley's Law*).
 - b. Any anabolic steroid unless it is being administered in accordance with a physician's or licensed practitioner's prescription.

- c. Any performance-enhancing substance on the Illinois High School Association's most current banned substance list unless administered in accordance with a physician's or licensed practitioner's prescription.
- d. Any prescription medication when not prescribed for the student by a physician licensed practitioner, when used in a manner inconsistent with the prescription or prescribing physician's or licensed practitioner's instructions or without following *Board policy 7.270* and its implementing procedures including without limitation failing to have a completed and signed "School Medication Authorization Form" on file, failing to keep medication in the original container, giving other students medication, or taking improper doses of medication. The use or possession of medical cannabis, even by a student for whom medical cannabis has been prescribed, is prohibited unless the student is authorized to be administered a medical cannabis infused product under *Ashley's Law*.
- e. Any non-prescription medication without following *Board policy 7.270* and its implementing procedures.
- f. Any inhalant, regardless of whether it contains an illegal drug or controlled substance (a) that a student believes is, or represents to be capable of, causing intoxication, hallucination, excitement, or dulling of the brain or nervous system; or (b) about which the student engaged in behavior that would lead a reasonable person to believe that the student intended the inhalant to cause intoxication, hallucination, excitement, or dulling of the brain or nervous system. The prohibition in this section does not apply to a student's use of asthma or other legally prescribed inhalant medications.
- g. Any substance inhaled, injected, smoked, consumed, or otherwise ingested or absorbed with the intention of causing a physiological or psychological change in the body, including without limitation, pure caffeine in tablet or powdered form.
- h. "Look-alike" or counterfeit drugs, including a substance that is not prohibited by this policy, but one: (a) that a student believes to be, or represents to be, an illegal drug, controlled substance, or other substance that is prohibited by this policy; or (b) about which a student engaged in behavior that would lead a reasonable person to believe that the student expressly or impliedly represented to be an illegal drug, controlled substance, or other substance that is prohibited by this policy.
- i. Drug paraphernalia, including devices that are or can be used to: (a) ingest, inhale, or inject cannabis or controlled substances into the body; and (b) grow, process, store, or conceal cannabis or controlled substances.

Students who are under the influence of any prohibited substance are not permitted to attend school or school functions and are treated as though they had the prohibited substance, as applicable, in their possession.

4. Using, possessing, controlling, or transferring a knife, a "weapon" as that term is defined in the *Weapons* section of this policy, or a look-alike weapon, or violating the *Weapons* section of this policy.
5. Using or possessing an electronic mobile device including but not limited to mobile (i.e. cellular) phone, video recording device, personal digital assistant (PDA), iPod, mp3 player, laptop, netbook, iPad, tablet, or other similar electronic devices in any manner that disrupts the educational environment or violates the rights of others, including using the device to take photographs in locker rooms or bathrooms, cheat, eavesdrop (e.g. surreptitiously recording a conversation), or otherwise violate student conduct rules. Prohibited conduct specifically includes, without limitation, creating, sending, sharing, viewing, receiving, or

possessing an indecent visual depiction of oneself or another person through the use of a computer, or electronic mobile device.

Students are allowed to possess and use electronic mobile devices in school, provided they do not cause a disruption, and are not used, seen or heard during instructional time unless:

- a. the supervising teacher grants permission;
 - b. use of the device is provided in a student's individualized education program (IEP); or
 - c. it is needed in an emergency that threatens the safety of students, staff, or other individuals.
6. Using or possessing a laser pointer unless under a staff member's direct supervision and in the context of instruction.
 7. Disobeying rules of student conduct or directives from staff members or school officials. Examples of disobeying staff directives include refusing a District staff member's request to stop, present school identification, or submit to a search.
 8. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, altering report cards, or wrongfully obtaining test copies or scores.
 9. Engaging in hazing or any kind of bullying or aggressive behavior that does physical or psychological harm to a staff person or another student, or urging other students to engage in such conduct. Prohibited conduct specifically includes, without limitation, any use of violence, intimidation, force, noise, coercion, threats, stalking, harassment, sexual harassment, public humiliation, theft or destruction of property, retaliation, hazing, bullying, bullying using a school computer or a school computer network, or other comparable conduct.
 10. Engaging in any sexual activity, including without limitation, offensive touching, sexual harassment, indecent exposure (including mooning), and sexual assault.
 11. Teen dating violence, as described in *Board policy 7.185*.
 12. Causing or attempting to cause damage to, or stealing or attempting to steal, or relocating personal or school property or another person's personal property.
 13. Entering school property or a school facility without proper authorization.
 14. In the absence of a reasonable belief that an emergency exists, calling emergency responders (such as calling 911); signaling or setting off alarms or signals indicating the presence of an emergency; or indicating the presence of a bomb or explosive device on school grounds, school bus or at any school activity.
 15. Being absent without a recognized excuse; State law and Board policy regarding truancy control will be used with chronic and habitual truants.
 16. Being involved with any public school fraternity, sorority, or secret society, by: (a) being a member; (b) promising to join; (c) pledging to become a member; or (d) soliciting any other person to join, promise to join, or be pledged to become a member.
 17. Being involved in gangs or gang-related activities, including displaying gang symbols or paraphernalia.
 18. Violating any criminal law, including but not limited to, assault, battery, arson, theft, gambling, eavesdropping, vandalism, and hazing.

19. Making an explicit threat on an Internet website against a school employee, a student, or any school-related personnel if the Internet website through which the threat was made is a site that was accessible within the school at the time the threat was made or was available to third parties who worked or studied within the school grounds at the time the threat was made, and the threat could be reasonably interpreted as threatening to the safety and security of the threatened individual because of his or her duties or employment status or status as a student inside the school.
20. Operating an unmanned aircraft system (UAS) or drone for any purpose on school grounds or at any school event unless granted permission by the Superintendent or designee.
21. Engaging in any activity, on or off campus, that, interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

For purposes of this policy, the term "possession" includes having control, custody, or care, currently or in the past, of an object or substance, including situations in which the item is: (a) on the student's person; (b) contained in another item belonging to, or under the control of, the student, such as in the student's clothing, backpack, or automobile; (c) in a school's student locker, desk, or other school property; or d) at any location on school property or at a school-sponsored event.

Efforts, including the use of positive interventions and supports, shall be made to deter students, while at school or a school-related event, from engaging in aggressive behavior that may reasonably produce physical or psychological harm to someone else. The Superintendent or designee shall ensure that the parent/guardian of a student who engages in aggressive behavior is notified of the incident. The failure to provide such notification does not limit the Board's authority to impose discipline, including suspension or expulsion, for such behavior.

No disciplinary action shall be taken against any student that is based totally or in part on the refusal of the student's parent/guardian to administer or consent to the administration of psychotropic or psychostimulant medication to the student.

Disciplinary Measures

School officials shall limit the number and duration of expulsions and out-of-school suspensions to the greatest extent practicable, and, where practicable and reasonable, shall consider forms of non-exclusionary discipline before using out-of-school suspensions or expulsions. School personnel shall not advise or encourage students to drop out voluntarily due to behavioral or academic difficulties. Potential disciplinary measures may include, without limitation, any of the following:

1. Notifying parents/guardians.
2. Disciplinary conference.
3. Withholding privileges.
4. Temporary removal from the classroom.
5. Return of property or restitution for lost, stolen, or damaged property.
6. In-school suspension. The Building Principal or designee shall ensure that the student is properly supervised.

7. Detention provided the student's parent/guardian has been notified. If transportation arrangements cannot be agreed upon, an alternative disciplinary measure must be used. The student must be supervised by the detaining teacher or the Building Principal or designee.
8. Community service with local public and nonprofit agencies that enhances community efforts to meet human, educational, environmental, or public safety needs. The District will not provide transportation. School administration may use this option as an alternative to another disciplinary measure giving the student and/or parent/guardian the choice.
9. Seizure of contraband; confiscation and temporary retention of personal property that was used to violate this policy or school disciplinary rules.
10. Suspension of bus riding privileges in accordance with *Board policy 7.220*.
11. Out-of-school suspension from school and all school activities in accordance with *Board policy 7.200*. A student who has been suspended is prohibited from being on school grounds and at school activities during the period of the suspension.
12. Expulsion from school and all school activities for a definite time period not to exceed **2** two calendar years in accordance with *Board policy 7.210*. A student who has been expelled is prohibited from being on school grounds and at school activities during the period of expulsion.
13. Transfer to an alternative program if the student is expelled or otherwise qualifies for the transfer under State law. The transfer shall be in the manner provided in Article 13A or 13B of the *School Code*.

The above list of disciplinary measures is a range of options that will not always be applicable in every case. In some circumstances, it may not be possible to avoid suspending or expelling a student because behavioral interventions, other than a suspension and/or expulsion, will not be appropriate and available, and the only reasonable and practical way to resolve the threat and/or address the disruption is a suspension and/or expulsion. In addition to the above list of disciplinary measures, juvenile authorities or other law enforcement may be notified whenever the conduct involves criminal activity, including but not limited to, illegal drugs (controlled substances), "look-alikes," alcohol, or weapons or in other circumstances as authorized by the reciprocal reporting agreement between the District and local law enforcement agencies.

Corporal punishment is prohibited. Corporal punishment is defined as slapping, paddling, or prolonged maintenance of students in physically painful positions, or intentional infliction of bodily harm. Corporal punishment does not include reasonable force as needed to maintain safety for students, staff, or other persons, or for the purpose of self-defense or defense of property.

Isolated Time Out, Time Out, and Physical Restraint

Neither isolated time out, time out, nor physical restraint shall be used to discipline or punish a student. These methods are only authorized for use as permitted in 105 ILCS 5/10-20.33, State Board of Education rules (23 Ill. Admin. Code 1.280, 1.285), and the District's procedure(s).

Weapons

A student who uses, possesses, controls, or transfers one of the following weapons at school, on school grounds, on a school bus, at any school-sponsored activity or event, or at any activity or event that bears a reasonable relationship to school shall be expelled for at least one (1) calendar year but not more than two (2) calendar years:

Adopted: December 12, 1989
Reviewed: ~~July 2020~~ March 2022
Amended: August 12, 2020

1. A firearm, meaning any gun, rifle, shotgun, a weapon as defined by Section 921 of Title 18, of the United States Code (18 U.S.C. § 921), firearm as defined in Section 1.1 of the Firearm Owners Identification Card Act (430 ILCS 65/), or firearm as defined in Section 24-1 of the Criminal Code of 1961 (720 ILCS 5/24-1);
2. Ammunition;
3. A knife with a blade of at least 3 inches, switchblade knife, ballistic knife, billy club, brass knuckles, other knuckle weapon regardless of its composition, or any object listed in Section 24-1 of the Criminal Code of 1961 (720 ILCS 5/24-1);
4. A look-alike firearm; or
5. Any other object if used or attempted to be used to cause bodily harm.

The expulsion requirement under either paragraph 1 or 2 above may be modified by the Superintendent or designee, and the Superintendent or designee's determination may be modified by the Board on a case-by-case basis. The Superintendent or designee may grant an exception to this policy, upon the prior request of an adult supervisor, for students in theatre, cooking, ROTC, martial arts, and similar programs, whether or not school-sponsored, provided the item is not equipped, nor intended, to do bodily harm.

This policy's prohibitions concerning weapons apply regardless of whether: (1) a student is licensed to carry a concealed firearm, or (2) the Board permits visitors, who are licensed to carry a concealed firearm, to store a firearm in a locked vehicle in a school parking area.

Students should report suspected possession or use of such items to any counselor, teacher, or administrator. ~~Arrangements to bring such items to school for classroom demonstration must be made in advance with one of the building administrators.~~

Re-Engagement of Returning Students

The Superintendent or designee shall maintain a process to facilitate the re-engagement of students who are returning from an out-of-school suspension, expulsion, or an alternative school setting. The goal of re-engagement shall be to support the student's ability to be successful in school following a period of exclusionary discipline and shall include the opportunity for students who have been suspended to complete or make up work for equivalent academic credit.

Required Notices

A school staff member shall immediately notify the office of the Building Principal in the event that he or she:

1. observes any person in possession of a firearm on or around school grounds; however, such action may be delayed if immediate notice would endanger students under his or her supervision;
2. observes, or has reason to suspect that, any person on school grounds is or was involved in a drug-related incident; or
3. observes a battery committed against any staff member.

Upon receiving such a report, the Building Principal or designee shall immediately notify the local law enforcement agency, Ill. Dept. of State Police (ISP), and any involved student's

parent/guardian. "School grounds" includes modes of transportation to school activities and any public way within 1,000 feet of the school, as well as school property itself.

Delegation of Authority

Each teacher, and any other school personnel when students are under his or her charge, is authorized to impose any disciplinary measure, other than suspension, expulsion, corporal punishment or in-school suspension, that is appropriate and in accordance with the policies and rules on student discipline. Teachers, other licensed educational employees, and other persons providing a related service for or with respect to a student, may use reasonable force as needed to maintain safety for other students, school personnel, or other persons, or for the purpose of self-defense or defense of property. Teachers may temporarily remove students from a classroom for disruptive behavior.

The Superintendent, Building Principal, Associate Building Principal, Assistant Building Principal, or School Administration Manager (SAM) is authorized to impose the same disciplinary measures as teachers and may suspend students guilty of gross disobedience or misconduct from school (including all school functions) and from riding the school bus, up to 10 consecutive school days, provided the appropriate procedures are followed. The Board may suspend a student from riding the bus in excess of 10 days for safety reasons.

Student Handbook

The Superintendent or designee, with input from the parent-teacher advisory committee, shall prepare disciplinary rules implementing the District's disciplinary policies. These disciplinary rules shall be presented annually to the Board for its review and approval.

A student handbook, including the District's student disciplinary philosophy, disciplinary policies and rules, shall be distributed to the students' parents/guardians within 15 days of the beginning of the school year or a student's enrollment.

Incorporated
by Reference: 7.190-AP4 (Use of Isolated Time Out, Time Out, and Physical Restraint)

LEGAL REF.: 20 U.S.C. §6081, Pro-Children Act of 1994.
Gun-Free Schools Act, 20 U.S.C. §7151 et seq., Gun Free Schools Act
Pro-Children Act of 1994, 20 U.S.C. §6081.
105 ILCS 5/10-20.5b, 5/10-20.14, 5/10-20.28, 5/10-20.36, 5/10-21.7, 5/10-21.10,
5/10-22.6, 5/10-27.1A, 5/10-27.1B, 5/22-33, 5/24-24, 5/26-12, 5/27-23.7 and 5/31-3.
105 ILCS 110/3.10, Critical Health Problems and Comprehensive Health Education Act.
410 ILCS 130/, Compassionate Use of Medical Cannabis Pilot Program.
410 ILCS 647/, Powdered Caffeine Control and Education Act.
430 ILCS 66/, Firearm Concealed Carry Act.
105 ILCS 5/10-20.5b, 5/10-20.14, 5/10-20.28, 5/10-20.36, 5/10-21.7, 5/10-21.10,
5/10-22.6, 5/10-27.1A, 5/10-27.1B, 5/24-24, 5/26-12, 5/27-23.7 and 5/31-3,
and 110/3.10.
23 Ill. Admin. Code §1.280.

CROSS REF.: 2.150, 2.240, 5.230, 6.110, 7.70, 7.130, 7.140, 7.150, 7.160, 7.170, 7.180, 7.185, 7.200,
7.210, 7.220, 7.230, 7.240, 7.270, 7.310, 7.315, 8.30

ADMIN. PROC.: 2.160-AP1, 6.60-AP1, 6.60-E1, 7.20-AP1, 7.190-AP1, 7.190-AP2, 7.190-AP3, 7.190-AP4,
7.190-AP5, 7.190-AP6, 7.190-AP6,E1, 7.190-E1, 7.190-E3, 7.190-E4, 7.200-E1,
7.200-E2, 7.200-E1, 7.270-E1, 7.310-AP1

Adopted: December 12, 1989
Reviewed: July 2020 March 2022
Amended: August 12, 2020

Suspension Procedures

This policy becomes effective on the first student attendance day of the 2016-2017 school year.

In-School Suspension

The Superintendent or designee is authorized to maintain an in-school suspension program. The program, if any, shall include, at a minimum, each of the following:

1. Before assigning a student to in-school suspension, the charges will be explained and the student will be given an opportunity to respond to the charges.
2. Students are supervised by licensed school personnel (e.g. paraprofessional).
3. Students are given an opportunity to complete classroom work during the in-school suspension for equivalent academic credit.

Out-of-School Suspension

The Superintendent or designee shall implement suspension procedures that provide, at a minimum, for each of the following:

1. A conference during which the charges will be explained and the student will be given an opportunity to respond to the charges before he or she may be suspended.
2. A pre-suspension conference is not required, and the student can be immediately suspended when the student's presence poses a continuing danger to persons or property or an ongoing threat of disruption to the educational process. In such cases, the notice and conference shall follow as soon as practicable.
3. An attempted phone call to the student's parent(s)/guardian(s).
4. A written notice of the suspension to the parent(s)/guardian(s) and the student, which shall:
 - a. Provide notice to the parent(s)/guardian(s) of their right to a review of the suspension;
 - b. Include information about an opportunity to make up work missed during the suspension for equivalent academic credit;
 - c. Detail the specific act of gross disobedience or misconduct resulting in the decision to suspend;
 - d. Provide rationale or an explanation of how the chosen number of suspension days will address the threat or disruption posed by the student or his or her act of gross disobedience or misconduct; and
 - e. Depending upon the length of the out-of-school suspension, include the following applicable information:
 - i. For a suspension of 3 school days or less, an explanation:

- a) Of the other behavioral and disciplinary interventions that have been or will be attempted;
 - b) Of the restorative justice practices that will be attempted; and
 - c) That the student's continuing presence in school would either pose:
 - i) A threat to school safety; or
 - ii) A disruption to other students' learning opportunities.
 - ii. For a suspension of 4 or more school days, an explanation:
 - a) Of the other behavioral and disciplinary interventions that have been attempted;
 - b) That other appropriate and available behavioral and disciplinary interventions have been exhausted;
 - c) Of the restorative justice practices that have been or will be attempted; and
 - d) That the student's continuing presence in school would either:
 - i) Pose a threat to the safety of other students, staff or members of the school community, or
 - ii) Substantially disrupt, impede or interfere with the operation of the school.
 - iii. For a suspension of 5 or more school days, the information listed in section 4.e.ii., above, along with documentation by the Superintendent or designee determining what, if any, appropriate and available support services will be provided to the student during the length of his or her suspension.
5. A summary of the notice, including the reason for the suspension and suspension length, must be given to the Board by the Superintendent or designee.
6. Upon request of the parents/guardians, a review of the suspension shall be conducted by the Board or a hearing officer appointed by the Board. At the review, the student's parents/guardians may appear and discuss the suspension with the Board or its hearing officer and may be represented by counsel at their own expense. Whenever there is evidence that mental illness may be the cause for the suspension, the Superintendent or designee shall invite a representative from ~~the Department of Human Services~~ a local mental health agency to consult with the Board. After presentation of the evidence or receipt of the hearing officer's report, the Board shall take such action as it finds appropriate. If the suspension is upheld, the Board's written suspension decision shall specifically detail items (a) and (e) in number 4, above.

LEGAL REF.: ~~105 ILCS 5/10-22.6.~~
Goss v. Lopez, 95 S.Ct. 729 19 U.S. 565 (1975).
105 ILCS 5/10-20.14, 5/10-22.6.
~~Siock v. Oak Park River Forest High School, 807 F.Supp. 73 (N.D. Ill., E.D., 1992).~~
23 Ill. Admin. Code §1.280.

CROSS REF.: 5.100, 7.125, 7.130, 7.190, 7.220

Adopted: May 26, 1999
Reviewed: ~~April 2016~~ March 2022
Amended: May 11, 2016

Expulsion Procedures

This policy becomes effective on the first student attendance day of the 2016-2017 school year.

The Superintendent or designee shall implement expulsion procedures that provide, at a minimum, for the following:

1. Before a student may be expelled, the student and his or her parent(s)/guardian(s) shall be provided a written request to appear at a hearing to determine whether the student should be expelled. The request shall be sent by registered or certified mail, return receipt requested. The request shall:
 - a. Include the time, date, and place for the hearing.
 - b. Briefly describe what will happen during the hearing.
 - c. Detail the specific act of gross disobedience or misconduct resulting in the decision to recommend expulsion.
 - d. List the student's prior suspension(s).
 - e. State that *The School Code* allows the Board to expel a student for a definite period of time not to exceed 2 calendar years, as determined on a case-by-case basis
 - f. Ask that the student or parent(s)/guardian(s) or attorney inform the Superintendent or Attorney for the District, if the student will be represented by an attorney and, if so, the attorney's name and contact information.
2. Unless the student and parent(s)/guardian(s) indicate that they do not want a hearing or fail to appear at the designated time and place, the hearing will proceed. It shall be conducted by the Board or a hearing officer appointed by it. If a hearing officer is appointed, he or she shall report to the Board the evidence presented at the hearing and the Board shall take such final action as it finds appropriate. Whenever there is evidence that mental illness may be the cause for the recommended expulsion, the Superintendent or designee shall invite a representative from the ~~Department of Human Services~~ local mental health agency to consult with the Board
3. During the expulsion hearing, the Board or hearing officer shall hear evidence concerning whether the student is guilty of the gross disobedience or misconduct as charged. School officials must provide:
 - (1) testimony of any other behavioral and disciplinary interventions already attempted;
 - (2) testimony that other appropriate and available behavioral and disciplinary interventions have been exhausted; and
 - (3) evidence of the threat or disruption posed by the student.

The student and his or her parent(s)/guardian(s) may be represented by counsel, offer evidence, present witnesses, cross-examine witnesses who testified, and otherwise

present reasons why the student should not be expelled. After presentation of the evidence or receipt of the hearing officer's report, the Board shall decide the issue of guilt and take such action as it finds appropriate.

4. If the Board acts to expel the student, its written expulsion decision shall:
 - a. Detail the specific reason why removing the student from his or her learning environment is in the best interest of the school.
 - b. Provide a rationale for the specific duration of the recommended expulsion
 - c. Document how school officials determined that all appropriate and available behavioral and disciplinary interventions have been exhausted.
 - d. Document how the student's continuing presence in school would
 - (1) pose a threat to the safety of other students, staff, or members of the school community, or
 - (2) substantially disrupt, impede, or interfere with the operation of the school.
5. Upon expulsion, the District may refer the student to appropriate and available support services.

LEGAL REF.: ~~105 ILCS 5/10-22.6(a).~~
Goss v. Lopez, 95 S.Ct. 729 419 U.S. 565 (1975).
105 ILCS 5/10-20.14, 5/10-22.6.

CROSS REF.: 5.100, ~~7.125~~, 7.130, 7.190, 7.200, 7.230
ADMIN. PROC.: ~~7.210-E1 Resolution - Appointment of Hearing Officer~~

Adopted: May 26, 1999
Reviewed: ~~April 2016~~ March 2022
Amended: May 11, 2016

Conduct Code for Participants in Co-Curricular Activities

The Superintendent or designee, using input from coaches and sponsors of co-curricular activities, shall develop a conduct code for all participants in co-curricular activities consistent with Board policy and the rules adopted by any association in which the District maintains a membership.

The conduct code shall: (1) require participants in co-curricular activities to conduct themselves as good citizens and exemplars of their school at all times, including after school, on days when school is not in session, and whether on or off school property; (2) emphasize that hazing and bullying activities are strictly prohibited; and (3) notify participants that failure to abide by it could result in removal from the activity. Participants who violate the conduct code will be allowed to give an explanation before being progressively disciplined. The conduct code shall be reviewed by Building Principals periodically at their discretion and presented to the Board.

Participants in co-curricular activities must abide by the conduct code for the activity and Board policy 7.190, *Student Behavior*. All coaches and sponsors of co-curricular activities shall annually review the conduct code with participants and provide participants with a copy.

In addition, coaches and sponsors of interscholastic athletic programs shall provide instruction on steroid abuse prevention to students in grades 7 through 12 participating in these programs.

Co-Curricular Drug and Alcohol Testing Program

The District maintains a co-curricular drug and alcohol testing program in order to foster the health, safety, and welfare of its students. Participation in co-curricular activities is a privilege and participants need to be exemplars. The program promotes healthy and drug-free participation.

Each student and his or her parent(s)/guardian(s) must consent to having the student submit to random drug and alcohol testing in order to participate in any co-curricular activity. Failure to sign the District's "Random Drug and Alcohol Testing Consent" form will result in non-participation.

If a test is positive, the student will not participate in co-curricular activities until after a follow-up test is requested by the Building Principal or designee and the results are reported. The Building Principal or designee will request a follow-up test after such an interval of time that the substance previously found would normally be eliminated from the body. If this follow-up test is negative, the student will be allowed to resume co-curricular activities. If a positive result is obtained from the follow-up test, or any later test, the same previous procedure shall be followed.

The Superintendent or designee shall develop procedures to implement this policy. No student shall be expelled or suspended from school as a result of any verified positive test conducted under this program other than when independent reasonable suspicion of drug and/or alcohol usage exists. This program does not affect the District policies, practices, or rights to search or test any student who at the time exhibits cause for reasonable suspicion of drug and/or alcohol use.

Performance Enhancing Drug Testing of High School Student Athletes

The Illinois High School Association (IHSA) prohibits participants in an athletic activity sponsored or sanctioned by IHSA from ingesting or otherwise using any performance-enhancing substance on IHSA's banned substance list, without a written prescription and medical documentation provided by a licensed physician who evaluated the student-athlete for a legitimate medical condition.

Adopted: March 12, 2003
Reviewed: ~~July 2020~~ March 2022
Amended: August 12, 2020

IHSA administers a performance-enhancing substance testing program. Under this program, student athletes are subject to random drug testing for the presence in their bodies of performance-enhancing substances on the IHSA's banned substance list. In addition to being penalized by IHSA, a student may be disciplined according to Board policy 7:190, *Student Behavior*.

LEGAL REF.: [Mahanoy Area Sch. Dist. v. B.L., 141 S.Ct. 2038 \(2021\).](#)
~~[Board of Education Educ. of Independent School Sch. Dist. No. 92 v. Earls, 122 S.Ct. 2559536 U.S. 822 \(2002\).](#)~~
~~[Veronia School Dist. 475 v. Acton, 515 U.S. 646 \(1995\).](#)~~
[Clements v. Board of Education of Decatur, 478 N.E.2d 1209 \(Ill.App.4, 1985\).](#)
[Kevin Jordan v. O'Fallon THSD 203, 706 N.E.2d 137 \(Ill.App.5, 1999\).](#)
[Todd v. Rush County Schools, 133 F.3d 984 \(7th Cir., 1998\).](#)
~~[Veronia School Dist. 475 v. Acton, 515 U.S. 646 \(1995\).](#)~~
105 ILCS 5/24-24, 5/27-23.3, and 25/2.

CROSS REF.: 5.280-~~(Duties and Qualifications)~~, 6.190-~~(Co-Curricular Activities)~~, 7.180-~~(Prevention of and Response to Bullying Intimidation, and Harassment)~~, 7.190-~~(Student Behavior)~~, 7.300-~~(Co-Curricular Athletics)~~

Adopted: March 12, 2003
Reviewed: July 2020
Amended: August 12, 2020

Exemption From Physical Education

In order to be excused from participation in physical education, a student must present an appropriate excuse from his or her parent/guardian or from a person licensed under the Medical Practice Act. The excuse may be based on medical or religious prohibitions. An excuse because of medical reasons must include a signed statement from a person licensed under the Medical Practice Act that corroborates the medical reason for the request. An excuse based on religious reasons must include a signed statement from a member of the clergy that corroborates the religious reason for the request. Upon written notice from a student's parent/guardian, a student will be excused from engaging in the physical activity components of physical education during a period of religious fasting.

Special activities in physical education will be provided for a student whose physical or emotional condition, as determined by a person licensed under the Medical Practice Act, prevents his or her participation in the physical education course.

State law prohibits the Board from honoring parental excuses based upon a student's participation in athletic training, activities, or competitions conducted outside the auspices of the School District.

A student who is eligible for special education may be excused from physical education courses in either of the following situations:

1. He or she (a) is in grades 3-12, (b) his or her IEP requires that special education support and services be provided during physical education time, and (c) the parent/guardian agrees or the IEP team makes the determination; or
2. He or she (a) has an IEP, (b) is participating in an adaptive athletic program outside of the school setting, and (c) the parent/guardian documents the student's participation as required by the Superintendent or designee.

A student requiring adapted physical education must receive that service in accordance with his or her Individualized Educational Program/Plan (IEP).

A student in grades 9-12, unless otherwise stated, may submit a written request to the Building Principal to be excused from physical education courses for the reasons stated in 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*.

Students in grades 7 and 8 may submit a written request to the Building Principal to be excused from physical education courses because of his or her ongoing participation in an interscholastic or extracurricular athletic program. The Building Principal will evaluate requests on a case-by-case basis.

The Superintendent or designee shall maintain records showing that the criteria set forth in this policy were applied to the student's individual circumstances, as appropriate.

Students who have been excused from physical education shall return to the course as soon as practical. The following considerations will be used to determine when a student shall return to a physical education course:

1. The time of year when the student's participation ceases;
2. The student's class schedule; and

3. The student's future or planned additional participation in activities qualifying for substitutions for physical education as outlined in policy 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students.*

LEGAL REF.: 105 ILCS 5/27-6.
225 ILCS 60/, Medical Practice Act.
23 Ill. Admin. Code §1.420(p) and §1.425(d), (e), ~~(f)~~.

CROSS REF: 6.60, 6.310
~~ADMIN. PROC.: 6.300-E2~~

Adopted: July 9, 1997
Reviewed: ~~September 2018~~ March 2022
Amended: October 24, 2018

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 5/2-3.163(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*, 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*, 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.
 - a. For students in grades 7 through 12, implementation shall incorporate the training required by 105 ILCS 5/10-22.39 for school guidance counselors, teachers, school social workers, and other school personnel who work with students to identify the warning signs of suicidal behavior in adolescents and teens along with appropriate intervention and referral techniques, including methods of prevention, procedures for early identification, and referral of students at risk of suicide.
 - b. For all students, implementation shall incorporate Illinois 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. Board policy 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. Board policy 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;
 - ~~b.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;
 - ~~e.g.~~ Board policy 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
 - ~~d.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-recommend 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

Adopted: February 10, 2016

Reviewed: March 2022

Amended:

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 or designee shall inform each 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 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 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.
405 ILCS 5/2-3.163, 5/14-1.01 et seq., 5/14-7.02, and 5/14-7.02b. 105 ILCS 5/2-3.166, 105 ILCS 5/2-3.139, 5/3-14.8, 5/10-20.73 (final citation pending), 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.
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, 5.100, 6.60, 6.65, 6.120, 6.270, 7.180, 7.250
~~ADMIN. PROC.: 7.290-AP1~~

Adopted: February 10, 2016
Reviewed: March 2022
Amended:

Restrictions on Publications; Elementary and Junior High Schools

School-Sponsored Publications and Web Sites

School-sponsored publications, productions and web sites are part of the curriculum and are not a public forum for general student use. School authorities may edit or delete material that is inconsistent with the District's educational mission.

All school-sponsored communications shall comply with the ethics and rules of responsible journalism. Text that is libelous, obscene, vulgar, lewd, invades the privacy of others, conflicts with the basic educational mission of the school, is socially inappropriate, is inappropriate due to the maturity of the students, or is materially disruptive to the educational process, will not be tolerated.

The author's name will accompany personal opinions and editorial statements. An opportunity for the expression of differing opinions from those published/produced will be provided within the same media.

Non-School-Sponsored Publications Accessed or Distributed On-Campus

For purposes of this section and the following section, a publication includes, without limitation: (1) written or electronic print material; (2) audio-visual material on any medium including electromagnetic media (e.g., images, MP3-digital files, flash memory, etc.), or combinations of these whether off-line (e.g., a printed book, CD-ROMdigital files, etc.) or online (e.g., any website, social networking site, database for information retrieval, etc.); or (3) information or material on electronic devices (e.g., data-text or voice messages delivered by cell phones, tablets, and other hand-held devices).

Creating, distributing, and/or accessing non-school sponsored publications shall occur at a time and place and in a manner that will not cause disruption, be coercive, or result in the perception that the distribution or the publication is endorsed by the School District.

Students are prohibited from creating, distributing, and/or accessing at school any publication that:

1. Will cause substantial disruption of the proper and orderly operation and discipline of the school or school activities;
2. Violates the rights of others, including but not limited to material that is libelous, invades the privacy of others, or infringes on a copyright;
3. Is socially inappropriate or inappropriate due to maturity level of the students, including but not limited to material that is obscene, pornographic, or pervasively lewd and vulgar, contains indecent and vulgar language, or *sexting* as defined by School Board policy and Student Handbooks;
4. Is reasonably viewed as promoting illegal drug use; or
5. Is distributed in kindergarten through eighth grade and is primarily prepared by non-students, unless it is being used for school purposes. Nothing herein shall be interpreted to prevent the inclusion of material from outside sources or the citation to such sources as long as the material to be distributed or accessed is primarily prepared by students.

Accessing or distributing *on-campus* includes accessing or distributing on school property or at school-related activities. A student engages in gross disobedience and misconduct and may be

disciplined for: (1) accessing or distributing forbidden material; or (2) for writing, creating, or publishing such material intending for it to be accessed or distributed at school.

Non-School Sponsored Publications Accessed or Distributed Off-Campus

A student engages in gross disobedience and misconduct and may be disciplined for creating and/or distributing a publication that: (1) causes a substantial disruption or a foreseeable risk of substantial disruption to school operations; or (2) interferes with the rights of other students or staff members.

Bullying and Cyberbullying

The Superintendent or designee shall treat behavior that is bullying and/or cyberbullying according to Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy.

LEGAL REF.: 105 ILCS 5/27-23.7.
Hazelwood v. Kuhlmeier, 408 S.Ct. 562484 U.S. 260 (1988).
Hedges v. Wauconda Community Unit School Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 89 S.Ct. 733393 U.S. 503 (1969).
Hedges v. Wauconda Community Unit School Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

CROSS REF.: 6.235, 7.180, 8.25

Adopted: October 25, 2000
Reviewed: ~~November 2019~~ March 2022
Amended: December 11, 2019

Restrictions on Publications; High Schools

Definitions

Libel means the willful or negligent publication of provably false and unprivileged statements of fact that do demonstrable harm to a living person's reputation.

Obscene means lewd; impure; indecent; calculated to shock the moral sense of humans by a disregard of chastity or modesty. Objectionable or offensive to accepted standards of decency.

School official means a Building Principal or designee.

School-sponsored media means any material that is prepared, substantially written, published, or broadcast by a student journalist, distributed or generally made available to members of the student body, and prepared under the direction of a student media advisor. It does not include media intended for distribution or transmission solely in the classroom in which the media is produced.

Slander means the speaking of false statements of fact that seriously harm a living person's reputation.

Student journalist means a public high school student who gathers, compiles, writes, edits, photographs, records, or prepares information for dissemination in school-sponsored media.

Student media adviser means an individual employed, appointed, or designated by the District to supervise or provide instruction relating to school-sponsored media.

School-Sponsored Media

School-sponsored publications, productions, and websites are governed by the Speech Rights of Student Journalists Act and ~~the~~ School Board policies, and student journalists are responsible for determining the news, opinion, feature, and advertising content of those publications, productions, and websites.

Student journalists must:

1. Make decisions based upon news value and guided by the Code of Ethics provided by the Society of Professional Journalists, National Scholastic Press Association, Journalism Education Association, or other relevant group;
2. Produce media based upon professional standards of accuracy, objectivity, and fairness;
3. Review material to improve sentence structure, grammar, spelling, and punctuation;
4. Check and verify all facts and verify the accuracy of all quotations;
5. In the use of personal opinions, editorial statements, and/or letters to the editor, provide opportunity and space for the expression of differing opinions within the same media to align with the District's media literacy curriculum mandate in 105 ILCS 5/27-20.08; and
6. Include an author's name with any personal opinions and editorial statements, if appropriate.

Student journalists may not create, produce, or distribute ~~use~~ school-sponsored media that:

1. Is libelous, slanderous, or obscene;
2. Constitutes an unwarranted invasion of privacy;

Adopted: December 11, 2019
Reviewed: March 2022
Amended:

3. Violates federal or State law, including the Constitutional rights of third parties; or
4. Incites students to:
 - a. Commit an unlawful act;
 - b. Violate any of the District's policies, ~~including but not limited to: (1) its educational mission in policies 1:30, School District Philosophy and 6:10, Educational Philosophy and Objectives; and (2) speech that is socially inappropriate or inappropriate due to the maturity of the students pursuant to policies 6:65, Student Social and Emotional Development, and 7:180, Prevention of and Response to Bullying, Intimidation, and Harassment;~~ or
 - c. Materially and substantially disrupt the orderly operation of the school.

~~All school-sponsored media shall comply with the ethics and rules of responsible journalism. The District will not engage in prior restraint of material prepared by student journalists for school-sponsored media, unless the material fits into one of the four prohibited categories listed above, in which case the Superintendent or designee and/or student media adviser may review, edit, and delete such media material before publication or distribution of the media. Text that fits into numbers one (1) through four (4) above will not be tolerated and school officials and student media advisers may edit or delete such media material.~~

~~The author's name will accompany personal opinions and editorial statements. An opportunity for the expression of differing opinions from those published/produced will be provided within the same media.~~

No expression made by students in the exercise of freedom of speech or freedom of the press under this policy shall be deemed to be an expression of the District or an expression of Board policy.

Non-School Sponsored Publications Accessed or Distributed On Campus

For purposes of this section and the following section, a publication includes, without limitation: (1) written or electronic print material, (2) audio-visual material on any medium including electromagnetic media (e.g., images, ~~MP3-digital~~ files, flash memory, etc.), or combinations of these whether off-line (e.g., a printed book, ~~CD-ROM~~digital files, etc.) or online (e.g., any website, social networking site, database for information retrieval, etc.), or (3) information or material on electronic devices (e.g., ~~data-text~~ or voice messages delivered by cell phones, tablets, and other hand-held devices).

Creating, distributing, and/or accessing non-school sponsored publications shall occur at a time and place and in a manner that will not cause disruption, be coercive, or result in the perception that the distribution or the publication is endorsed by the School District.

Students are prohibited from creating, distributing, and/or accessing at school any publication that:

1. Will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities;
2. Violates the rights of others, including but not limited to material that is libelous, slanderous or obscene, or invades the privacy of others, or infringes on a copyright;
3. Is socially inappropriate or inappropriate due to maturity level of the students, including but not limited to material that is obscene, pornographic, or pervasively lewd and vulgar,

- contains indecent and vulgar language, or sexting as defined by School Board policy and Student Handbooks;
4. Is reasonably viewed as promoting illegal drug use;
 5. Is distributed in kindergarten through eighth grade and is primarily prepared by non-students, unless it is being used for school purposes. However, material from outside sources or the citation to such sources may be allowed, as long as the material to be distributed or accessed is primarily prepared by students; or
 6. Incites students to violate any Board policies.

Accessing or distributing *on-campus* includes accessing or distributing on school property or at school-related activities. A student engages in gross disobedience and misconduct and may be disciplined for: (1) accessing or distributing forbidden material, or (2) for writing, creating, or publishing such material intending for it to be accessed or distributed at school.

Non-School Sponsored Publications Accessed or Distributed Off-Campus

A student engages in gross disobedience and misconduct and may be disciplined for creating and/or distributing a publication that: (1) causes a substantial disruption or a foreseeable risk of a substantial disruption to school operations, or (2) interferes with the rights of other students or staff members.

Bullying and Cyberbullying

The Superintendent or designee shall treat behavior that is bullying and/or cyberbullying according to Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy.

LEGAL REF.: 105 ILCS 5/27-23.7
Speech Rights of Student Journalists Act, 105 ILCS 80/
Hazelwood v. Kuhlmeier, 108 S.Ct. 562 (1988).
Hedges v. Wauconda Community Unit School Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).
Tinker v. Des Moines Indep. Cmty. Sch. Dist. 89 S.Ct. 733 (1969).
Morse v. Fredrick, 551 U.S. 393 (2007).
CROSS REF.: 1.30, 6.10, 6.65, 6.235, 7.180, 8.25

Adopted: December 11, 2019
Reviewed: March 2022
Amended:

Requests for Information Pursuant to the Illinois Freedom of Information Act
The District has received and processed the following requests for information:

1. Diane Benjamin, responded 03.11.22
2. Ryan Denham – WGLT, responded 03.15.22
3. Ryan Denham – WGLT, responded 03.15.22
4. Ryan Denham – WGLT, responded 03.15.22
5. Brian Hensley, responded 04.01.22
6. Lindsey Jones, responded 04.08.22
7. Kathy Robinson – AFSCME, 03.30.22
8. Connor Wood – Pantagraph, 3.28.22

April 13, 2022

To: Board of Education

From: Joe Adelman - Executive Director of Operations

CC: Dr. Kristen Weikle - Superintendent
Martin Hickman - CFO

Re: NCHS Portable Classrooms

Administration recommends the approval of \$256,800.00 for four portable classrooms (two portable units) at NCHS. The lease will be for the 2022-23, 2023-24, 2024-25, 2025-26 school years.

This will be paid for using lease levy funding.

LEASE AGREEMENT

This lease agreement (herein the "Agreement"), made and entered into as of the _____ day of March, 2022, by and between JMO MODULAR, LLC (herein "Lessor"), and McLean County Unit District No. 5, Illinois, (Lessee".)

WITNESSETH:

Lessor hereby leases and rents to Lessee and Lessee hereby leases and rents from Lessor, upon the following terms and conditions, the personal property (herein the "Property") described in annexed Schedule A.

1. **TERM.** The term of the Agreement shall be Four (4) school years to begin on the date the property is delivered and accepted (herein the "Commencement Date") by the Lessee and to end 10 days after the last day of regular classes or June 30, 2026, whichever is earlier. Lessee will provide Lessor a certificate of acceptance, in a form similar to Schedule B, attached hereto, outlining such Commencement Date.
2. **RENTAL.** The yearly rental is agreed to be **THIRTY-TWO THOUSAND ONE HUNDRED DOLLARS (\$32,100.00)**, herein referred to as the "Rent", which sum plus an amount equal to the sum of all applicable taxes, fees and assessments, will be due in advance starting on the Commencement Date and will continue to be due for the remainder of the term on the same day for each successive calendar year thereafter. Lessor will invoice Lessee for yearly rental installment.
3. **NET LEASE.** This Agreement is a net lease and Lessee's obligations to pay all Rent due under the Agreement and the rights of the Lessor or its assignee in, and to, such Rent shall be absolute and unconditional under all circumstances, notwithstanding: (i) any setoff, abatement, reduction, counterclaim, recoupment, defense or other right which Lessee may have against Lessor, its assignees, the manufacturer or seller of the Property, or any other person for any reason whatsoever; (ii) any defect in condition, operation, fitness for use, or any damage to, or destruction of the Property, (iii) any interruption or cessation of use or possession of the Property; or (iv) any insolvency, bankruptcy reorganization or similar proceedings instituted by or against Lessee.
4. **SECURITY DEPOSIT.** Lessee shall pay the sum of \$0.00 herein the "Security Deposit"), to be held by Lessor without liability to Lessee for interest, as security for Lessee's faithful performance of the terms and conditions of this Agreement, as well as to indemnify Lessor, to the extent thereof, for any damages, cost, expenses or attorney fees which Lessor may incur by reason of Lessee's default hereunder. In the event of Lessee's default, Lessor may apply the Security Deposit in payment of its cost, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor, provided however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit. In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at its original amount. Provided Lessee is not in default hereunder, upon the termination of this Agreement, and the return of the Property to Lessor in the condition required by Section 17 hereof, any unexpended balance of the Security Deposit shall be returned to the Lessee.
5. **SET-UP AND DELIVERY.** Upon Lessor's receipt of this executed Agreement, Lessor will prepare the Property for the Lessee based on agreed upon specifications and drawings. Lessor will arrange for delivery and installation of the Property.

All of below described charges for the following have been amortized into the Lessee's annual Rent:

- Delivery of building**
- Delivery, install, de-install and removal of ADA Compliant steps and ramp system**
- Installation of building**
- De-Install and Return**

Delivery and installation includes building being delivered to accessible site, blocked, leveled, and anchored to code on concrete with vinyl skirting installed.

6. **TIME LIMITATIONS.** Lessee hereby agrees that Lessor's charges and rental rates provided herein will be subject to revision by Lessor in the event Lessee requests alterations in the design or specifications of the Property after the execution of this Agreement.

7. **LOCATION OF PROPERTY.** Lessee shall use the Property in the operation of its school at the location specified on Schedule B and the Property shall not be removed from such location without Lessor's prior written consent. Provided approval to relocate the Property is given, Lessee shall bear all costs associated with such relocation. If the Property shall be located on a site not owned by Lessee, Lessee shall obtain for the benefit of Lessor, a Landlord's waiver in a form acceptable to Lessor. Lessee shall provide Lessor with the following information: (i) the name and address of the owner of record of the premises; (ii) the legal description of the Premises.

8. **LESSEE'S INTEREST.** The Property shall at all times remain the sole and exclusive property of Lessor, and Lessee shall have no right, title or interest therein, except for those rights expressly granted by this Agreement. Lessee agrees to execute and deliver to Lessor such document and instruments as are requested by Lessor in order to preserve and protect the Property and Lessor's interest therein.

9. **COMPLIANCE WITH REGULATIONS.** Lessee at its own cost and expense shall comply with and conform to all regulations, rules, ordinances, and requirements of any municipal, county, state or federal authority in all matters and things affecting the Property. In addition, at its own cost and expense, Lessee shall arrange for hookup to any utility connection required, purchase all permits required to situate the Property and obtain necessary zoning variances required by any municipal, county, state or federal authority. In the event compliance with the requirements of any governmental or quasi-governmental agency require Lessor to delay the installation of the building or to change its design of the building or any part thereof, Lessee's charges and rental rates may be adjusted to compensate Lessor for any change in Lessor's cost resulting there from.

10. **LESSEE'S INSPECTION.** Upon delivery of the Property, Lessee shall inspect the same within twenty-four (24) hours following delivery and provide Lessor written notice specifying defects in or other proper objections to the Property. If Lessee fails to provide such notice, within 24 hours following the date of delivery, it shall be conclusively presumed as between Lessor and Lessee that Lessee has inspected the Property and that the same is in good condition and repair and acceptable for lease hereunder.

11. **LESSOR'S INSPECTION.** Lessor, at all times during normal business hours, shall have the right to enter upon the premises where the Property is located for the purpose of inspection and observing its use.

12. **ALTERATIONS.** Lessee shall make no alterations, additions or improvements to the Property without the prior written consent of Lessor. All additions and improvements of whatsoever kind or nature shall become the property of Lessor. Lessor, at its option, may require Lessee, at Lessee's cost and expense to remove any additions and improvements made to the Property and restore the same to its original condition, subject only to normal wear from ordinary use.

13. **WAIVER AND INDEMNIFICATION.** Lessee hereby waives and releases all claims against Lessor for loss of or damage to all property, goods, wares and merchandise in, upon or about the Property, and for injuries to Lessee, Lessee's agents and third persons, irrespective of the cause of such loss, damage or injury. Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, and demands arising out of the maintenance, possession or use of the Property by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Property.

14. **INSURANCE.** During the term of this Agreement or any extension thereof, Lessee shall maintain in force comprehensive general liability insurance written by a responsible insurance company or companies in an amount not less than One Million Dollars (\$1,000,000) combined single limit insuring Lessee and Lessor as a named insured against loss from injury or damage arising out of the ownership, possession, maintenance or use of the Property. It is Lessee's responsibility to furnish Lessor with current certificates evidencing the effectiveness of such insurance. Such insurance policy or policies shall provide that any cancellation, modification or alteration shall not be effective as to Lessor unless Lessor shall have been provided written notice at least ten (10) days prior to the effective date of any such cancellation, modification or alteration.

15. **LOSS AND DAMAGE.** Until the Property is returned to Lessor, Lessee assumes all risk of loss or damage to the Property and agrees to indemnify and hold Lessor harmless from any loss resulting from theft, destruction or damage to the Property. Should any of the Property damaged be capable of repair, this Agreement shall not terminate, but at Lessee's cost and expense the Property shall be repaired and restored to its condition existing prior to such damage. In the event any of the Property is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Property as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the replacement value of the Property as of the date of the event, accident or occurrence causing the loss, damage or destruction of the Property. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that paid to Lessor pursuant to this Section.

16. **NOTICE OF INJURY.** Within twenty-four (24) hours after its occurrence, Lessee shall give Lessor written notice, including complete details, of any injury to person or property, which injury in any way relates to the Property.

17. **MAINTENANCE AND RETURN.** Lessor, at its own cost and expense, shall maintain the Property and every part thereof in good operating order, repair, condition and appearance. Lessee is responsible for routine maintenance, cleaning and cosmetic appearances of all mechanical equipment (e.g., cleaning air conditioning coils and changing filters on a regular basis are considered maintenance). Lessee shall not affix any advertising, signs or other insignia to the exterior or interior of the Property without the prior written consent of Lessor. At the termination of this Agreement, or any renewal thereafter, the Lessor will be responsible for dismantling and delivering the Property to Lessor's nearest storage facility. The Lessee will be responsible for surrendering the Property in as good condition as upon original delivery to Lessee, reasonable wear and tear accepted. **Lessee responsible for charges for dismantle and return at end of term or upfront payment as defined in schedule A.**

18. **LIENS.** Lessee, at its own cost and expense, shall at all times keep the Property free of and from all liens, encumbrances, attachments, levies, claims, charges and assessments, and shall pay and discharge prior to delinquency, all fines, taxes and other charges levied, claims, charges and assessments against the Property, and Lessee shall be immediately liable to Lessor for the amount thereof and shall pay the same upon demand.

19. **LESSEE'S DEFAULT.** If Lessee shall fail to pay the Rent or any other sum due hereunder when due, or if Lessee fails to observe, keep or perform any other term, condition or provision of the Agreement, or if Lessee ceases doing business as a going concern, or if Lessee becomes insolvent or makes an assignment for the benefit of creditors, or if a petition is filed by or against Lessee under the bankruptcy Code or under any similar statute, including a petition for reorganization, arrangement or extension, or if Lessee applies for a consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee, or if such receiver, trustee, conservator or liquidator is appointed without the application or consent of Lessee, or if a creditor of Lessee or any other person or entity attaches or levies execution against the Property, or if Lessee makes a bulk transfer of its furniture, fixtures, furnishings, or other equipment or inventory, Lessor shall have the right to exercise any one or more of the following remedies.

- a) To declare all unpaid Rent and other charges immediately due and payable and to recover the balance of the Rent and other charges reserved hereunder, with Lessor retaining title to the Property.
- b) To sue for all Rent and other charges due hereunder as same shall accrue;
- c) With or without notice, demand or legal process, to retake possession of the Property hereunder (Lessee hereby authorizes and empowers Lessor to enter upon the premises wherever the Property may be found) and (i) retain the Property and all Rent and other charges paid hereunder and recover from the Lessee the amount of the unpaid Rent and other charges hereunder for the balance of the stated term; (ii) release the Property and recover from the Lessee the amount by which the balance of Rent and other charges reserved hereunder for the balance of the stated term exceeds the net amount received by Lessor from such re-leasing for the same period; or (iii) sell the Property and recover from the Lessee the amount by which the balance of Rent and other charges reserved hereunder for the balance of the stated term and residual value of the Property exceeds the net amount received by Lessor from such sales. As used in this sub-division, the residual value shall be deemed to be the estimated value of the Property at the end of the stated term of this Agreement. Lessor may specifically enforce this provision, which is a material inducement to Lessor in entering the Agreement;
- d) With or without notice, demand or legal process, to enter upon the premises wherever the Property may be found and rendered the same unusable;
- e) To recover the property from Lessee. Lessee recognizes that any holding over by Lessee after the time it is required to surrender the Property may cause Lessor to lose or prevent Lessor from obtaining substantial business opportunities, the value of which Lessor cannot presently ascertain. In order to limit Lessee's liability to Lessor therefore, Lessor and Lessee agree that Lessee shall pay Lessor as liquidated damages the sum of one-three hundred sixty-fifth (1/365th) of the annual rental described in Section 2 of this Agreement plus the sum of Fifty Dollars (\$50.00) for each day of holding over by Lessee;
- f) To terminate this Agreement and require Lessee to pay Lessor within twenty-four (24) hours after written demand, a sum of money equal to the amount, if any, by which the then cash value of the Rent reserved under this Agreement for the balance of the term exceeds the then cash reasonable rental value of the Property (including applicable taxes) for the balance of the lease term;
- g) To terminate this Agreement; and/or
- h) To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action taken by Lessor, Lessee shall be and remain liable for the full performance of all obligations required of Lessee under this Agreement. All remedies of Lessor are cumulative and may be exercised concurrently or separately. Lessor may exercise any or all of the foregoing remedies as to all or any part of the Property.

Lessor shall not be deemed to have terminated this Agreement, or the liability of Lessee to pay the Rent thereafter accruing, or waived Lessee's liability for damage, by instituting any proceeding for claim and delivery, by re-leasing the Property or otherwise. Nothing herein contained shall be construed as obligating Lessor to lease the Property. In the event Lessor retakes possession of the Property and re-leasing same, Lessee shall have no right or authority to collect Rent from a new lessee occupying the Property.

20. **BANKRUPTCY.** Neither this Agreement nor any interest therein is assignable or transferable by operation of law.
21. **LIMITATION OF LIABILITY.** Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages resulting from the lease of the Property, including, but not limited to, loss of business or profits.
22. **LESSOR'S EXPENSES.** Lessee shall pay Lessor all costs and expenses, including attorney fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.
23. **LESSEE'S ASSIGNMENT.** Lessee shall not assign, transfer, pledge or hypothecate this Agreement, the Property or any part thereof or any interest therein, or sublet or rent the Property or any part thereof, or permit the Property or any part thereof to be used by anyone other than Lessee or Lessee's employees without the prior written consent of Lessor. Consent to any of the foregoing prohibited acts applies only in the given instance and is not consent to any subsequent like act by Lessee or any other person. Subject to the foregoing, this Agreement shall inure to the benefit of, and is binding upon, the successors and assigns of the parties hereto, and any such assignment, transfer, pledge or hypothecation of the Agreement, the Property or any part thereof or any interest therein, without the prior written consent of Lessor shall be void.
24. **LESSOR'S ASSIGNMENT.** Lessor may assign this Agreement and its assignee may assign same. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this Agreement, to the Rent and other charges herein provided for to be paid, and in and to the Property shall be free from all defenses, setoffs or counterclaims of any kind or character which Lessee may be entitled to assert against Lessor; it being understood and agreed that any assignee of Lessor assumes the obligations of Lessor.
25. **PERSONAL PROPERTY.** This Property is, and shall at all times be and remain, personal property notwithstanding the fact that the Property or any part thereof may now be, or hereafter become, in any manner affixed, attached to, embedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to a permanent structure by means of cement, plaster, nails, bolts, screws or otherwise. In the event for all purposes of taxation the Property is treated by any governmental agency as real property, the Lessee shall be solely responsible for payment of all taxes assessed against the Property as real property. Any costs incurred to register or license the Property or any part thereof pursuant to the laws of any state affecting the licensing and registration of motor vehicles or trailers, shall be paid by Lessee.
26. **LATE CHARGE.** Should Lessee fail to pay any part of the Rent herein reserved or any other sum required by Lessee to be paid to or for the benefit of Lessor within ten (10) days after the due date, Lessee shall pay to Lessor interest on such delinquent payment, computed from the date first due until paid, at the highest legal rate permitted by the laws of the State of Illinois.
27. **NON WAIVER.** No covenant or condition of this Agreement can be waived except by the written consent of Lessor. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Lessee to which the same may apply, and, until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to pursue any remedy available under this Agreement, by law or in equity, despite Lessor's forbearance or indulgence.
28. **HOLDING OVER, EXTENSION OR SALE.** Should Lessee desire to purchase the Property or extend this Agreement beyond the term provided in Section 1 hereof, Lessee shall provide Lessor written notice ninety (90) days prior to the end of the term of this Agreement. Providing there have been no events of default, the sale price or the yearly rental rate beyond the term provided in Section 1 shall be set at fair market value, unless otherwise specified in Schedule B. Such purchase or extension of this Agreement shall be documented in a mutually acceptable format.

29. **TERMINATION.** This Agreement may be terminated by either party, effective as of the expiration of the term provided in Section 1, if three (3) months prior written notice is given. A charge of \$250.00 per day will be charged if the buildings are not ready for removal 10 days after the last day of regular classes or June 30, 2026 whichever is earlier. If this Agreement is not so terminated it shall continue in full force and effect for successive years, at the yearly Rent, until three (3) months written termination notice is given by either party.

30. **NOTICES.** Any notice or communication given or required to be given hereunder shall be deemed sufficiently given if delivered personally or mailed by registered or certified mail, postage prepaid, to Lessor at the following address:

**JMO Modular, LLC
12882 Route 37 North
P O Box 547
Marion, IL 62959**

and to Lessee at the following address:

**McLean County Unit District No. 5
1809 W. Hovey Ave.
Normal, IL 61761-4339**

or to such other address or addresses as may hereafter be furnished in writing by either party to the other, and shall be deemed to have been given as of the date personally delivered or deposited in the United States Mail.

31. **JOINT AND SEVERAL LIABILITY.** If more than one Lessee is named in this Agreement, the liability of each shall be joint and several.

32. **ORIGINAL AGREEMENT.** There shall be one original of this agreement executed by all the parties and marked "Original" on the first page thereof. Any duplicate original of this Agreement shall be marked "Duplicate Original" on the first page thereof.

33. **CHOICE OF LAW.** This agreement and its performance shall be governed exclusively by the laws of the State of Illinois.

34. **WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT LESSOR HAS MADE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO ANY OF THE MATTERS CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.**

35. **TITLES.** The titles of the Sections of this Agreement are solely for the convenience of the parties, and are not to be used as an aid in the interpretation of the terms and conditions thereof.

36. **ENTIRE AGREEMENT.** The foregoing constitutes the full and complete Agreement between the parties, and all other oral or written agreements in relation to the subject matter of this Agreement are hereby rescinded.

37. **BINDING EFFECT. THIS AGREEMENT SHALL BECOME THE LEGAL AND BINDING OBLIGATION OF THE LESSOR AND LESSEE ONLY UPON EXECUTION OF THIS AGREEMENT BY AUTHORIZED REPRESENTATIVES OF EACH PARTY, AT THEIR PRINCIPAL PLACES OF BUSINESS. NO OTHER CONTRACT AND NO AGREEMENT, CONSIDERATION OR STIPULATION MODIFYING OR CHANGING THE TENOR HEREOF SHALL BE RECOGNIZED AS BINDING UNLESS APPROVED IN LIKE MANNER. IN WITNESS HEREOF, the parties hereto have duly executed this Agreement on the date set forth below.**

38. WAIVER OF JURY TRIAL/VENUE

- (A) EACH OF THE LESSOR AND THE LESSEE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE LESSOR AND THE LESSEE MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR THE PROPERTY. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE LESSOR AND THE LESSEE, AND THE LESSOR AND THE LESSEE HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THE LESSOR AND THE LESSEE FURTHER REPRESENT THAT THEY HAVE BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT TO LESSOR TO LEASE THE PROPERTY DESCRIBED HEREIN.

- (B) THE LESSOR AND THE LESSEE HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THE COURT OF THE FIRST JUDICIAL CIRCUIT, WILLIAMSON COUNTY, ILLINOIS AND AGREE THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR BROUGHT TO ENFORCE THE PROVISIONS OF THIS AGREEMENT SHALL BE BROUGHT IN SUCH COURT.

LESSOR: JMO Modular, LLC

SIGNATURE: _____ **PRINT NAME** Mark Atkins

TITLE: Director of Operations **DATE** _____

LESSEE: McLean County Unit District No. 5

SIGNATURE: _____ **PRINT NAME** _____

TITLE: _____ **DATE** _____

Schedule A

**to Lease Agreement dated March ____, 2022,
by and between JMO Modular, LLC, "Lessor and
McLean County Unit District No. 5,"Lessee"**

The Property consists of the following units:

**JMO STOCK # 987
24X68 DOUBLE CLASSROOM BUILDING
C&B Modular Serial Number 06/13165/66**

Pursuant to Section 2, 5 and 17 of the Agreement, the Lessee agrees to be responsible for the following charges:

Delivery of building	Included
Installation	Included
De-Install and Return	Included

Delivery and set up includes delivered to accessible site, blocked, leveled, and anchored to code on concrete with vinyl skirting installed.

Lease rate per year for 4 year with annual payments due upfront.
Initial payment due on completion or occupancy of \$32,100.00 per year.

Completion or occupancy precludes any final utility connections such as plumbing and electrical provided by school district.

Pursuant to Section 14 of the Agreement, insurable value for property damage coverage:
\$ 150,000

Lessee will insure the Property and have JMO Modular, LLC as co-insured.

Initials:

Lessee _____

Lessor _____

Schedule B

**to Lease Agreement dated March ____ 2022,
by and between JMO Modular, LLC, "Lessor" and
McLean County Unit District No. 5, "Lessee"**

1. Items of Property. The Lessee hereby certifies that the Property, as outlined in Schedule A, has been delivered to the location indicated below, inspected by the Lessee, found to be in good order and accepted pursuant to the terms and conditions of the Agreement as of the date indicated below:

2. Location of Property:

Normal Community High School
3900 E Raab Rd.
Normal, IL 61761

3. Acceptance and Commencement Date:

4. The term of the Agreement will start on the Commencement Date indicated above.

AGREED AND ACKNOWLEDGED:

By: _____

Name: _____

Title: _____

Date: _____

LEASE AGREEMENT

This lease agreement (herein the "Agreement"), made and entered into as of the _____ day of March, 2022, by and between JMO MODULAR, LLC (herein "Lessor"), and McLean County Unit District No. 5, Illinois, (Lessee".)

WITNESSETH:

Lessor hereby leases and rents to Lessee and Lessee hereby leases and rents from Lessor, upon the following terms and conditions, the personal property (herein the "Property") described in annexed Schedule A.

1. **TERM.** The term of the Agreement shall be Four (4) school years to begin on the date the property is delivered and accepted (herein the "Commencement Date") by the Lessee and to end 10 days after the last day of regular classes or June 30, 2026, whichever is earlier. Lessee will provide Lessor a certificate of acceptance, in a form similar to Schedule B, attached hereto, outlining such Commencement Date.
2. **RENTAL.** The yearly rental is agreed to be **THIRTY-TWO THOUSAND ONE HUNDRED DOLLARS (\$32,100.00)**, herein referred to as the "Rent", which sum plus an amount equal to the sum of all applicable taxes, fees and assessments, will be due in advance starting on the Commencement Date and will continue to be due for the remainder of the term on the same day for each successive calendar year thereafter. Lessor will invoice Lessee for yearly rental installment.
3. **NET LEASE.** This Agreement is a net lease and Lessee's obligations to pay all Rent due under the Agreement and the rights of the Lessor or its assignee in, and to, such Rent shall be absolute and unconditional under all circumstances, notwithstanding: (i) any setoff, abatement, reduction, counterclaim, recoupment, defense or other right which Lessee may have against Lessor, its assignees, the manufacturer or seller of the Property, or any other person for any reason whatsoever; (ii) any defect in condition, operation, fitness for use, or any damage to, or destruction of the Property, (iii) any interruption or cessation of use or possession of the Property; or (iv) any insolvency, bankruptcy reorganization or similar proceedings instituted by or against Lessee.
4. **SECURITY DEPOSIT.** Lessee shall pay the sum of \$0.00 herein the "Security Deposit"), to be held by Lessor without liability to Lessee for interest, as security for Lessee's faithful performance of the terms and conditions of this Agreement, as well as to indemnify Lessor, to the extent thereof, for any damages, cost, expenses or attorney fees which Lessor may incur by reason of Lessee's default hereunder. In the event of Lessee's default, Lessor may apply the Security Deposit in payment of its cost, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor, provided however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit. In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at its original amount. Provided Lessee is not in default hereunder, upon the termination of this Agreement, and the return of the Property to Lessor in the condition required by Section 17 hereof, any unexpended balance of the Security Deposit shall be returned to the Lessee.
5. **SET-UP AND DELIVERY.** Upon Lessor's receipt of this executed Agreement, Lessor will prepare the Property for the Lessee based on agreed upon specifications and drawings. Lessor will arrange for delivery and installation of the Property.

All of below described charges for the following have been amortized into the Lessee's annual Rent:

Delivery of building
Delivery, install, de-install and removal of ADA Compliant steps and ramp system
Installation of building
De-Install and Return

Delivery and installation includes building being delivered to accessible site, blocked, leveled, and anchored to code on concrete with vinyl skirting installed.

6. **TIME LIMITATIONS.** Lessee hereby agrees that Lessor's charges and rental rates provided herein will be subject to revision by Lessor in the event Lessee requests alterations in the design or specifications of the Property after the execution of this Agreement.

7. **LOCATION OF PROPERTY.** Lessee shall use the Property in the operation of its school at the location specified on Schedule B and the Property shall not be removed from such location without Lessor's prior written consent. Provided approval to relocate the Property is given, Lessee shall bear all costs associated with such relocation. If the Property shall be located on a site not owned by Lessee, Lessee shall obtain for the benefit of Lessor, a Landlord's waiver in a form acceptable to Lessor. Lessee shall provide Lessor with the following information: (i) the name and address of the owner of record of the premises; (ii) the legal description of the Premises.

8. **LESSEE'S INTEREST.** The Property shall at all times remain the sole and exclusive property of Lessor, and Lessee shall have no right, title or interest therein, except for those rights expressly granted by this Agreement. Lessee agrees to execute and deliver to Lessor such document and instruments as are requested by Lessor in order to preserve and protect the Property and Lessor's interest therein.

9. **COMPLIANCE WITH REGULATIONS.** Lessee at its own cost and expense shall comply with and conform to all regulations, rules, ordinances, and requirements of any municipal, county, state or federal authority in all matters and things affecting the Property. In addition, at its own cost and expense, Lessee shall arrange for hookup to any utility connection required, purchase all permits required to situate the Property and obtain necessary zoning variances required by any municipal, county, state or federal authority. In the event compliance with the requirements of any governmental or quasi-governmental agency require Lessor to delay the installation of the building or to change its design of the building or any part thereof, Lessee's charges and rental rates may be adjusted to compensate Lessor for any change in Lessor's cost resulting there from.

10. **LESSEE'S INSPECTION.** Upon delivery of the Property, Lessee shall inspect the same within twenty-four (24) hours following delivery and provide Lessor written notice specifying defects in or other proper objections to the Property. If Lessee fails to provide such notice, within 24 hours following the date of delivery, it shall be conclusively presumed as between Lessor and Lessee that Lessee has inspected the Property and that the same is in good condition and repair and acceptable for lease hereunder.

11. **LESSOR'S INSPECTION.** Lessor, at all times during normal business hours, shall have the right to enter upon the premises where the Property is located for the purpose of inspection and observing its use.

12. **ALTERATIONS.** Lessee shall make no alterations, additions or improvements to the Property without the prior written consent of Lessor. All additions and improvements of whatsoever kind or nature shall become the property of Lessor. Lessor, at its option, may require Lessee, at Lessee's cost and expense to remove any additions and improvements made to the Property and restore the same to its original condition, subject only to normal wear from ordinary use.

13. **WAIVER AND INDEMNIFICATION.** Lessee hereby waives and releases all claims against Lessor for loss of or damage to all property, goods, wares and merchandise in, upon or about the Property, and for injuries to Lessee, Lessee's agents and third persons, irrespective of the cause of such loss, damage or injury. Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, and demands arising out of the maintenance, possession or use of the Property by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Property.

14. **INSURANCE.** During the term of this Agreement or any extension thereof, Lessee shall maintain in force comprehensive general liability insurance written by a responsible insurance company or companies in an amount not less than One Million Dollars (\$1,000,000) combined single limit insuring Lessee and Lessor as a named insured against loss from injury or damage arising out of the ownership, possession, maintenance or use of the Property. It is Lessee's responsibility to furnish Lessor with current certificates evidencing the effectiveness of such insurance. Such insurance policy or policies shall provide that any cancellation, modification or alteration shall not be effective as to Lessor unless Lessor shall have been provided written notice at least ten (10) days prior to the effective date of any such cancellation, modification or alteration.

15. **LOSS AND DAMAGE.** Until the Property is returned to Lessor, Lessee assumes all risk of loss or damage to the Property and agrees to indemnify and hold Lessor harmless from any loss resulting from theft, destruction or damage to the Property. Should any of the Property damaged be capable of repair, this Agreement shall not terminate, but at Lessee's cost and expense the Property shall be repaired and restored to its condition existing prior to such damage. In the event any of the Property is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Property as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the replacement value of the Property as of the date of the event, accident or occurrence causing the loss, damage or destruction of the Property. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that paid to Lessor pursuant to this Section.

16. **NOTICE OF INJURY.** Within twenty-four (24) hours after its occurrence, Lessee shall give Lessor written notice, including complete details, of any injury to person or property, which injury in any way relates to the Property.

17. **MAINTENANCE AND RETURN.** Lessor, at its own cost and expense, shall maintain the Property and every part thereof in good operating order, repair, condition and appearance. Lessee is responsible for routine maintenance, cleaning and cosmetic appearances of all mechanical equipment (e.g., cleaning air conditioning coils and changing filters on a regular basis are considered maintenance). Lessee shall not affix any advertising, signs or other insignia to the exterior or interior of the Property without the prior written consent of Lessor. At the termination of this Agreement, or any renewal thereafter, the Lessor will be responsible for dismantling and delivering the Property to Lessor's nearest storage facility. The Lessee will be responsible for surrendering the Property in as good condition as upon original delivery to Lessee, reasonable wear and tear accepted. **Lessee responsible for charges for dismantle and return at end of term or upfront payment as defined in schedule A.**

18. **LIENS.** Lessee, at its own cost and expense, shall at all times keep the Property free of and from all liens, encumbrances, attachments, levies, claims, charges and assessments, and shall pay and discharge prior to delinquency, all fines, taxes and other charges levied, claims, charges and assessments against the Property, and Lessee shall be immediately liable to Lessor for the amount thereof and shall pay the same upon demand.

19. **LESSEE'S DEFAULT.** If Lessee shall fail to pay the Rent or any other sum due hereunder when due, or if Lessee fails to observe, keep or perform any other term, condition or provision of the Agreement, or if Lessee ceases doing business as a going concern, or if Lessee becomes insolvent or makes an assignment for the benefit of creditors, or if a petition is filed by or against Lessee under the bankruptcy Code or under any similar statute, including a petition for reorganization, arrangement or extension, or if Lessee applies for a consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee, or if such receiver, trustee, conservator or liquidator is appointed without the application or consent of Lessee, or if a creditor of Lessee or any other person or entity attaches or levies execution against the Property, or if Lessee makes a bulk transfer of its furniture, fixtures, furnishings, or other equipment or inventory, Lessor shall have the right to exercise any one or more of the following remedies.

- a) To declare all unpaid Rent and other charges immediately due and payable and to recover the balance of the Rent and other charges reserved hereunder, with Lessor retaining title to the Property.
- b) To sue for all Rent and other charges due hereunder as same shall accrue;
- c) With or without notice, demand or legal process, to retake possession of the Property hereunder (Lessee hereby authorizes and empowers Lessor to enter upon the premises wherever the Property may be found) and (i) retain the Property and all Rent and other charges paid hereunder and recover from the Lessee the amount of the unpaid Rent and other charges hereunder for the balance of the stated term; (ii) release the Property and recover from the Lessee the amount by which the balance of Rent and other charges reserved hereunder for the balance of the stated term exceeds the net amount received by Lessor from such re-leasing for the same period; or (iii) sell the Property and recover from the Lessee the amount by which the balance of Rent and other charges reserved hereunder for the balance of the stated term and residual value of the Property exceeds the net amount received by Lessor from such sales. As used in this sub-division, the residual value shall be deemed to be the estimated value of the Property at the end of the stated term of this Agreement. Lessor may specifically enforce this provision, which is a material inducement to Lessor in entering the Agreement;
- d) With or without notice, demand or legal process, to enter upon the premises wherever the Property may be found and rendered the same unusable;
- e) To recover the property from Lessee. Lessee recognizes that any holding over by Lessee after the time it is required to surrender the Property may cause Lessor to lose or prevent Lessor from obtaining substantial business opportunities, the value of which Lessor cannot presently ascertain. In order to limit Lessee's liability to Lessor therefore, Lessor and Lessee agree that Lessee shall pay Lessor as liquidated damages the sum of one-three hundred sixty-fifth (1/365th) of the annual rental described in Section 2 of this Agreement plus the sum of Fifty Dollars (\$50.00) for each day of holding over by Lessee;
- f) To terminate this Agreement and require Lessee to pay Lessor within twenty-four (24) hours after written demand, a sum of money equal to the amount, if any, by which the then cash value of the Rent reserved under this Agreement for the balance of the term exceeds the then cash reasonable rental value of the Property (including applicable taxes) for the balance of the lease term;
- g) To terminate this Agreement; and/or
- h) To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action taken by Lessor, Lessee shall be and remain liable for the full performance of all obligations required of Lessee under this Agreement. All remedies of Lessor are cumulative and may be exercised concurrently or separately. Lessor may exercise any or all of the foregoing remedies as to all or any part of the Property.

Lessor shall not be deemed to have terminated this Agreement, or the liability of Lessee to pay the Rent thereafter accruing, or waived Lessee's liability for damage, by instituting any proceeding for claim and delivery, by re-leasing the Property or otherwise. Nothing herein contained shall be construed as obligating Lessor to lease the Property. In the event Lessor retakes possession of the Property and re-leasing same, Lessee shall have no right or authority to collect Rent from a new lessee occupying the Property.

20. **BANKRUPTCY.** Neither this Agreement nor any interest therein is assignable or transferable by operation of law.
21. **LIMITATION OF LIABILITY.** Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages resulting from the lease of the Property, including, but not limited to, loss of business or profits.
22. **LESSOR'S EXPENSES.** Lessee shall pay Lessor all costs and expenses, including attorney fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.
23. **LESSEE'S ASSIGNMENT.** Lessee shall not assign, transfer, pledge or hypothecate this Agreement, the Property or any part thereof or any interest therein, or sublet or rent the Property or any part thereof, or permit the Property or any part thereof to be used by anyone other than Lessee or Lessee's employees without the prior written consent of Lessor. Consent to any of the foregoing prohibited acts applies only in the given instance and is not consent to any subsequent like act by Lessee or any other person. Subject to the foregoing, this Agreement shall inure to the benefit of, and is binding upon, the successors and assigns of the parties hereto, and any such assignment, transfer, pledge or hypothecation of the Agreement, the Property or any part thereof or any interest therein, without the prior written consent of Lessor shall be void.
24. **LESSOR'S ASSIGNMENT.** Lessor may assign this Agreement and its assignee may assign same. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this Agreement, to the Rent and other charges herein provided for to be paid, and in and to the Property shall be free from all defenses, setoffs or counterclaims of any kind or character which Lessee may be entitled to assert against Lessor; it being understood and agreed that any assignee of Lessor assumes the obligations of Lessor.
25. **PERSONAL PROPERTY.** This Property is, and shall at all times be and remain, personal property notwithstanding the fact that the Property or any part thereof may now be, or hereafter become, in any manner affixed, attached to, embedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to a permanent structure by means of cement, plaster, nails, bolts, screws or otherwise. In the event for all purposes of taxation the Property is treated by any governmental agency as real property, the Lessee shall be solely responsible for payment of all taxes assessed against the Property as real property. Any costs incurred to register or license the Property or any part thereof pursuant to the laws of any state affecting the licensing and registration of motor vehicles or trailers, shall be paid by Lessee.
26. **LATE CHARGE.** Should Lessee fail to pay any part of the Rent herein reserved or any other sum required by Lessee to be paid to or for the benefit of Lessor within ten (10) days after the due date, Lessee shall pay to Lessor interest on such delinquent payment, computed from the date first due until paid, at the highest legal rate permitted by the laws of the State of Illinois.
27. **NON WAIVER.** No covenant or condition of this Agreement can be waived except by the written consent of Lessor. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Lessee to which the same may apply, and, until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to pursue any remedy available under this Agreement, by law or in equity, despite Lessor's forbearance or indulgence.
28. **HOLDING OVER, EXTENSION OR SALE.** Should Lessee desire to purchase the Property or extend this Agreement beyond the term provided in Section 1 hereof, Lessee shall provide Lessor written notice ninety (90) days prior to the end of the term of this Agreement. Providing there have been no events of default, the sale price or the yearly rental rate beyond the term provided in Section 1 shall be set at fair market value, unless otherwise specified in Schedule B. Such purchase or extension of this Agreement shall be documented in a mutually acceptable format.

29. **TERMINATION.** This Agreement may be terminated by either party, effective as of the expiration of the term provided in Section 1, if three (3) months prior written notice is given. A charge of \$250.00 per day will be charged if the buildings are not ready for removal 10 days after the last day of regular classes or June 30, 2026 whichever is earlier. If this Agreement is not so terminated it shall continue in full force and effect for successive years, at the yearly Rent, until three (3) months written termination notice is given by either party.

30. **NOTICES.** Any notice or communication given or required to be given hereunder shall be deemed sufficiently given if delivered personally or mailed by registered or certified mail, postage prepaid, to Lessor at the following address:

**JMO Modular, LLC
12882 Route 37 North
P O Box 547
Marion, IL 62959**

and to Lessee at the following address:

**McLean County Unit District No. 5
1809 W. Hovey Ave.
Normal, IL 61761-4339**

or to such other address or addresses as may hereafter be furnished in writing by either party to the other, and shall be deemed to have been given as of the date personally delivered or deposited in the United States Mail.

31. **JOINT AND SEVERAL LIABILITY.** If more than one Lessee is named in this Agreement, the liability of each shall be joint and several.

32. **ORIGINAL AGREEMENT.** There shall be one original of this agreement executed by all the parties and marked "Original" on the first page thereof. Any duplicate original of this Agreement shall be marked "Duplicate Original" on the first page thereof.

33. **CHOICE OF LAW.** This agreement and its performance shall be governed exclusively by the laws of the State of Illinois.

34. **WARRANTIES.** LESSEE ACKNOWLEDGES AND AGREES THAT LESSOR HAS MADE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO ANY OF THE MATTERS CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

35. **TITLES.** The titles of the Sections of this Agreement are solely for the convenience of the parties, and are not to be used as an aid in the interpretation of the terms and conditions thereof.

36. **ENTIRE AGREEMENT.** The foregoing constitutes the full and complete Agreement between the parties, and all other oral or written agreements in relation to the subject matter of this Agreement are hereby rescinded.

37. **BINDING EFFECT.** THIS AGREEMENT SHALL BECOME THE LEGAL AND BINDING OBLIGATION OF THE LESSOR AND LESSEE ONLY UPON EXECUTION OF THIS AGREEMENT BY AUTHORIZED REPRESENTATIVES OF EACH PARTY, AT THEIR PRINCIPAL PLACES OF BUSINESS. NO OTHER CONTRACT AND NO AGREEMENT, CONSIDERATION OR STIPULATION MODIFYING OR CHANGING THE TENOR HEREOF SHALL BE RECOGNIZED AS BINDING UNLESS APPROVED IN LIKE MANNER. IN WITNESS HEREOF, the parties hereto have duly executed this Agreement on the date set forth below.

38. WAIVER OF JURY TRIAL/VENUE

- (A) EACH OF THE LESSOR AND THE LESSEE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE LESSOR AND THE LESSEE MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR THE PROPERTY. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE LESSOR AND THE LESSEE, AND THE LESSOR AND THE LESSEE HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THE LESSOR AND THE LESSEE FURTHER REPRESENT THAT THEY HAVE BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT TO LESSOR TO LEASE THE PROPERTY DESCRIBED HEREIN.

- (B) THE LESSOR AND THE LESSEE HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THE COURT OF THE FIRST JUDICIAL CIRCUIT, WILLIAMSON COUNTY, ILLINOIS AND AGREE THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR BROUGHT TO ENFORCE THE PROVISIONS OF THIS AGREEMENT SHALL BE BROUGHT IN SUCH COURT.

LESSOR: JMO Modular, LLC

SIGNATURE: _____ **PRINT NAME** Mark Atkins

TITLE: Director of Operations **DATE** _____

LESSEE: McLean County Unit District No. 5

SIGNATURE: _____ **PRINT NAME** _____

TITLE: _____ **DATE** _____

Schedule A

**to Lease Agreement dated March __, 2022,
by and between JMO Modular, LLC, "Lessor and
McLean County Unit District No. 5," "Lessee"**

The Property consists of the following units:

**JMO STOCK # 1027
24X70 DOUBLE CLASSROOM BUILDING
C&B Modular Serial Number 08-14939/40**

Pursuant to Section 2, 5 and 17 of the Agreement, the Lessee agrees to be responsible for the following charges:

Delivery of building	Included
Installation	Included
De-Install and Return	Included

Delivery and set up includes delivered to accessible site, blocked, leveled, and anchored to code on concrete with vinyl skirting installed.

Lease rate per year for 4 year with annual payments due upfront.
Initial payment due on completion or occupancy of \$32,100.00 per year.

Completion or occupancy precludes any final utility connections such as plumbing and electrical provided by school district.

Pursuant to Section 14 of the Agreement, insurable value for property damage coverage:
\$ 150,000

Lessee will insure the Property and have JMO Modular, LLC as co-insured.

Initials:

Lessee _____

Lessor _____

Schedule B

**to Lease Agreement dated March _____ 2022,
by and between JMO Modular, LLC, "Lessor" and
McLean County Unit District No. 5, "Lessee"**

1. Items of Property. The Lessee hereby certifies that the Property, as outlined in Schedule A, has been delivered to the location indicated below, inspected by the Lessee, found to be in good order and accepted pursuant to the terms and conditions of the Agreement as of the date indicated below:

2. Location of Property:

Normal Community High School
3900 E Raab Rd.
Normal, IL 61761

3. Acceptance and Commencement Date:

4. The term of the Agreement will start on the Commencement Date indicated above.

AGREED AND ACKNOWLEDGED:

By: _____

Name: _____

Title: _____

Date: _____

Personnel Matters									
Resignations/Retirements/Releases/Terminations									
Last Name	First Name	Homebase	Assignment	Action	Effective				
<u>Certified</u>									
Wilson	Morgan	Benjamin	5th Grade	Resignation	05/26/2022				
Stevenson	Calley	Hoose	SLP	Resignation	05/26/2022				
Hospelhorn	Jodi	Hudson	LBS1	Resignation	5/26/2022				
Malcom	Allison	Glenn	LBS1	Resignation	05/26/2022				
Thornwell	Julie	Glenn	Kindergarten	Resignation	05/26/2022				
Lankford	Taryn	Grove	5th Grade	Resignation	05/26/2022				
Marcum	Nancy	Grove	Cert School Nurse	Retirement	June 2025 78				
Komnick	Christine	Oakdale	4th Grade	Resignation	05/26/2022				
Morgan	Lindsey	Oakdale	5th Grade	Resignation	05/26/2022				
Halsey	Kelli	Prairieland	2nd Grade	Retirement	June 2025				
Miller	Julie	Prairieland	Cert School Nurse	Retirement	06/01/2022				
Perkins	Suzanne	Prairieland	LBS1	Retirement	June 2025				
Payton	Chandler	Prairieland	SLP	Resignation	05/26/2022				
Bergmann	Peyton	Parkside	5th Grade	Resignation	05/26/2022				
Shelby	Karen	Sugar Creek	LBS1	Termination	5/26/2022				
Panizo	Stacey	Sugar Creek	SLP	Retirement	June 2025				
Pratte	Diana	Sugar Creek	SLP	Retirement	June 2025				
Seibold	Samantha	Towanda	3rd Grade	Resignation	05/26/2022				
Studebaker	Kristyn	Towanda	PE	Resignation	05/26/2022				
Fujimoto	Leann	CJHS	8th Grade - Science/LA	Retirement	05/26/2022				
Aubin	Kaitlin	KJHS	Social Worker	Resignation	04/11/2022				
Shelton	Michaela	KJHS	SLP	Resignation	05/26/2022				
Ely	Kathleen	EJHS	Literary Intervention	Retirement	June 2025				

Hughes	Tammy		EJHS		School Psychologist		Resignation		05/26/2022
Walker	Karen		NCHS		LBS1		Retirement		June 2025
Hess	Darren		NCWHS		Social Studies		Retirement		June 2025
Preston	Lisa		NCWHS		Music		Retirement		05/26/2022
<u>Educational Support Personnel</u>									
Kamineni	Sirisha		Benjamin		Para - Spec Ed		Resignation		3/14/2022
James	Marcy		Field		Para- Spec Ed		Retirement		05/26/2022
Maiden	Melanie		Northpoint		Para - Spec Ed		Retirement		05/26/2022
Sohn	Helen		Northpoint		Para - Spec Ed		Retirement		05/26/2022
Farney	Ellen		Parkside		Health Care Asst		Retirement		07/29/2022
Forbes	Joshua		Pepper Ridge		Para - Spec Ed		Resignation		04/15/2022
Browning	Colleen		Prairieland		Para - Spec Ed		Resignation		05/26/2022
Benway	Mary		Towanda		Para - Spec Ed		Resignation		05/26/2022
Banks	Lakeisha		CJHS		Para - Spec Ed		Resignation		05/26/2022
Nelson	Kendra		CJHS		Para - Spec Ed		Resignation		05/26/2022
Burden-Jacob	Chastity		EJHS		Para - Spec Ed		Resignation		04/01/2022
Dabney	Darlene		KJHS		Para - Spec Ed		Retirement		04/29/2022
Werkman	Heather		NCHS		Admin Assist - 10 month		Resignation		04/14/2022
Stewart-Giles	Kim		Unit Office		Payroll Administrator		Retirement		June 2025
Vela	Vicki		Unit Office		Admin Assist - 12 month		Resignation		04/08/2022
Huber	Ray		Warehouse		Driver		Resignation		4/1/2022
Montgomery	Craig		Warehouse		Director of Cust. Operations		Retirement		6/1/2025
Employment		(R = Replacement; A = Additional; LR = Leave Replacement; RE=Reemployment)							
	Last Name	First Name	Homebase		Assignment	Step	Lane	FTE	Effective
<u>Certified</u>									
(LR)	Smith	Melissa	Oakdale		2nd Grade	Step 11	M+48	1.0	1/4/2022

(RE)	Horan	Katriona	Parkside		SLP		Step 2	M+0	1.0	8/15/2022	
(RE)	Renchen	Jennifer	NCWHS		LBS1		Step 11	B+0	1.0	8/15/2022	
(RE)	Stephens	Jessica	NCWHS		LBS1		Step 8	B+8	1.0	8/15/2022	
<u>Educational Support Personnel</u>											
(R)	Seymour-Fenili	Dustin	Pepper Ridge		Custodian Night		Step 0	Tier 2	1.0	3/16/2022	
(R)	Rodst	Elizabeth	Oakdale		Family Coordinator				1.0	4/4/2022	
(R)	Shirture	Yogita	Benjamin		Para-Spec Ed		Step1		1.0	3/29/2022	
<u>Substitutes</u>											
Cihlar	Jared										
Deidrich	Emily										
Dodson	Skyler										
Locke	Sarah									80	
Kucharski	Marissa										
Miller	Hannah										
Ross	Michael										
Salek	William										
Salyards	Bailey										
Singh	Jessica										
Small	Samantha										
Weigele	Samantha										
Wilmot	Kathryn										
Contract Revisions											
			Homebase					Revision			
Effective											
<u>Certified</u>											

Horvath	Joselyn		Pepper			Add-ELPA		8/18/2021
Horvath	Joselyn		Pepper			Add-PBIS2		8/16/2022
Taylor	Robyn		KJHS			From KJHS/8th grade Math - To NCWHS/Assistant Principal		8/15/2022
Schedule B								
Dalluage	Kyra, Non-UFEA		CJHS			Add-JHTR		2/28/2022
Mello	Kiarra, Non-UFEA		CJHS			Add - JHTR		2/8/2022
Elliot	Matt Non-UFEA		NCHS			Add - 1/2 ASW		8/18/2021
Hoffman	Phil, Non-UFEA		NCHS			Drop - 1/2 ASW		8/18/2021
Myers	Anastasia, Non-UFEA		NCHS			Add - AVTR		8/18/2021
Neibeuger	Levi		NCHS			Add-AVESP		8/16/2021
Educational Support Personnel								
								81
Leave Requests								
			Homebase/Position	Leave Requested				Effective
Certified								
Tanner-Dixon	Hillary		Hoose			Planned Extended Leave		2022 - 2023
Sokal	Cathrine		NCWHS			Parental Leave		2/5 - 5/26/2022
Educational Support Personnel								
Information Only								
Wallace	Emma		Hoose/4th Grade			From Hoose 4th Grade to Parkside 2nd Grade		8/1/2022
Pavlou	Alexis		Hoose/5th Grade			From Hoose 5th Grade to Parkside 3rd Grade		8/1/2022
Weitekamp	Rachel		Cedar/4th Grade			From Cedar to Benjamin		8/1/2022

Siebring	Christine		Pepper/Kindergarten			From Pepper to Sugar		08/2022
Williamson	Laura		EJHS/8th Grade-LA			From EJHS 8th Grade LA to Grove 5th Grade		8/1/2022
Cole	Jennifer		CJHS/7th grade-SS			From CJHS 7th Grade SS to NCHS SS		08/2022
Monson	Wonder		NCHS/Business			From NCHS to PJHS		8/1/2022
Lenart	Anna		Parkside/Kindergarten			From Parkside to Glenn		8/1/2022
Pufahl	Katie		NCWHS/Science			From NCWHS to NCHS		8/1/2022
Green	Osha		Glenn/4th Grade			From Glenn 4th Grade to Oakdale 2nd Grade		8/1/2022
Schultz	Christine		Cedar/3rd Grade			From Cedar 3rd to Benjamin 1st		08/2022
Arnold	Nicholas		EJHS/6th Grade-LA			From EJHS 6th Grade LA to Benjamin 3rd Grade		08/2022
Hartke	Colleen		CJHS/LBS1			From CJHS to EJHS		08/2022
Hucal	Heather		Cedar/5th Grade			From Cedar to Prairieland		08/2022
Kieswetter	Jennifer		Hoose/Para - Spec Ed			Returning From Leave		2022-2023

CUSD No. 5, McLean and Woodford Counties, Illinois

Unit 5 Treasurer's Report As of 02/28/2022

Fiscal Year: 2021-2022

ASSETS

Educational Fund		
Cash (+)	\$8,076,038.16	
Other Assets (+)	\$85.00	
Sub-total : Educational Fund	\$8,076,123.16	
Operations & Maintenance Fund		
Cash (+)	\$16,107.19	
Other Assets (+)	\$3,437.45	
Sub-total : Operations & Maintenance Fund	\$19,544.64	
Debt Service Fund		
Cash (+)	\$890,361.32	
Sub-total : Debt Service Fund	\$890,361.32	
Transportation Fund		
Cash (+)	\$4,650,358.14	
Sub-total : Transportation Fund	\$4,650,358.14	
Social Security Fund		
Cash (+)	\$543,340.28	
Sub-total : Social Security Fund	\$543,340.28	
Municiple Retirement Fund		
Cash (+)	\$475,536.87	
Sub-total : Municiple Retirement Fund	\$475,536.87	
Working Cash Fund		
Cash (+)	\$2,428,896.99	
Investments (+)	\$20,890,754.14	
Interfund Receivables (+)	\$2,050,000.00	
Sub-total : Working Cash Fund	\$25,369,651.13	
Tort Immunity Fund		
Cash (+)	\$43,861.03	
Sub-total : Tort Immunity Fund	\$43,861.03	
Life Safety Fund		
Cash (+)	\$17,203.28	
Sub-total : Life Safety Fund	\$17,203.28	
Total : ASSETS		\$40,085,979.85

LIABILITIES

Educational Fund		
Payroll Withholdings (+)	\$462,684.47	
Sub-total : Educational Fund	\$462,684.47	
Operations & Maintenance Fund		

Balance Sheet

CUSD No. 5, McLean and Woodford Counties, Illinois

Unit 5 Treasurer's Report As of 02/28/2022

Fiscal Year: 2021-2022

Interfund Payables (+)	\$1,300,000.00
Payroll Withholdings (+)	\$850.00
Sub-total : Operations & Maintenance Fund	<u>\$1,300,850.00</u>
Social Security Fund	
Payroll Withholdings (+)	\$21.75
Sub-total : Social Security Fund	<u>\$21.75</u>
Tort Immunity Fund	
Interfund Payables (+)	\$700,000.00
Payroll Withholdings (+)	\$583.50
Sub-total : Tort Immunity Fund	<u>\$700,583.50</u>
Life Safety Fund	
Interfund Payables (+)	\$50,000.00
Sub-total : Life Safety Fund	<u>\$50,000.00</u>
Total : LIABILITIES	<u>\$2,514,139.72</u>
FUND BALANCE	
Educational Fund	
Fund Balance (+)	\$12,816,819.67
Sub-total : Educational Fund	<u>\$12,816,819.67</u>
Operations & Maintenance Fund	
Fund Balance (+)	\$1,087,786.00
Sub-total : Operations & Maintenance Fund	<u>\$1,087,786.00</u>
Debt Service Fund	
Fund Balance (+)	\$18,569,040.07
Sub-total : Debt Service Fund	<u>\$18,569,040.07</u>
Transportation Fund	
Fund Balance (+)	\$4,258,132.39
Sub-total : Transportation Fund	<u>\$4,258,132.39</u>
Social Security Fund	
Fund Balance (+)	\$924,981.13
Sub-total : Social Security Fund	<u>\$924,981.13</u>
Municiple Retirement Fund	
Fund Balance (+)	\$1,087,638.09
Sub-total : Municiple Retirement Fund	<u>\$1,087,638.09</u>
Capital Projects Fund	
Fund Balance (+)	(\$19,240.00)
Sub-total : Capital Projects Fund	<u>(\$19,240.00)</u>
Working Cash Fund	

Balance Sheet

CUSD No. 5, McLean and Woodford Counties, Illinois

Unit 5 Treasurer's Report As of 02/28/2022

Fiscal Year: 2021-2022

Fund Balance (+)	\$35,817,228.14
Sub-total : Working Cash Fund	<u>\$35,817,228.14</u>
Tort Immunity Fund	
Fund Balance (+)	\$603,479.29
Sub-total : Tort Immunity Fund	<u>\$603,479.29</u>
Life Safety Fund	
Fund Balance (+)	\$4,753,231.97
Sub-total : Life Safety Fund	<u>\$4,753,231.97</u>
NET CHANGE IN FUND BALANCE	
NET CHANGE IN FUND BALANCE (+)	(\$42,327,256.62)
Sub-total : NET CHANGE IN FUND BALANCE	<u>(\$42,327,256.62)</u>
Total : FUND BALANCE	<u>\$37,571,840.13</u>
Total LIABILITIES + FUND BALANCE	\$40,085,979.85

End of Report

CUSD No. 5, McLean and Woodford Counties, Illinois

Unit 5 Treasurer's Report For the Period 02/01/2022 through 02/28/2022

Fiscal Year: 2021-2022

	<u>02/01/2022 - 02/28/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
REVENUE COLLECTED					
Educational Fund					
Local Sources (+)	\$171,396.40	\$35,221,778.34	\$70,241,670.50	\$35,019,892.16	50.1%
State Sources (+)	\$2,114,217.00	\$16,266,316.05	\$24,907,486.80	\$8,641,170.75	65.3%
Federal Sources (+)	\$624,709.51	\$12,292,678.52	\$14,082,696.00	\$1,790,017.48	87.3%
Sub-total : Educational Fund	\$2,910,322.91	\$63,780,772.91	\$109,231,853.30	\$45,451,080.39	58.4%
Operations & Maintenance Fund					
Local Sources (+)	\$24,480.99	\$5,820,967.78	\$12,084,222.00	\$6,263,254.22	48.2%
State Sources (+)	\$37,567.50	\$37,567.50	\$0.00	(\$37,567.50)	0.0%
Federal Sources (+)	\$59,133.77	\$59,133.77	\$0.00	(\$59,133.77)	0.0%
Sub-total : Operations & Maintenance Fund	\$121,182.26	\$5,917,669.05	\$12,084,222.00	\$6,166,552.95	49.0%
Debt Service Fund					
Local Sources (+)	\$0.00	\$17,297,355.39	\$36,409,232.00	\$19,111,876.61	47.5%
Sub-total : Debt Service Fund	\$0.00	\$17,297,355.39	\$36,409,232.00	\$19,111,876.61	47.5%
Transportation Fund					
Local Sources (+)	\$0.00	\$2,178,837.25	\$4,586,062.00	\$2,407,224.75	47.5%
State Sources (+)	\$0.00	\$4,691,676.35	\$5,036,690.02	\$345,013.67	93.1%
Federal Sources (+)	\$0.00	\$0.00	\$425,000.00	\$425,000.00	0.0%
Sub-total : Transportation Fund	\$0.00	\$6,870,513.60	\$10,047,752.02	\$3,177,238.42	68.4%
Social Security Fund					
Local Sources (+)	\$0.00	\$1,418,097.91	\$2,806,717.00	\$1,388,619.09	50.5%
Sub-total : Social Security Fund	\$0.00	\$1,418,097.91	\$2,806,717.00	\$1,388,619.09	50.5%
Municiple Retirement Fund					
Local Sources (+)	\$0.00	\$861,718.92	\$1,882,914.00	\$1,021,195.08	45.8%
Sub-total : Municiple Retirement Fund	\$0.00	\$861,718.92	\$1,882,914.00	\$1,021,195.08	45.8%
Capital Projects Fund					
States Sources (+)	\$0.00	\$19,240.00	\$19,240.00	\$0.00	100.0%
Sub-total : Capital Projects Fund	\$0.00	\$19,240.00	\$19,240.00	\$0.00	100.0%
Working Cash Fund					
Local Sources (+)	\$482.49	\$552,422.99	\$1,146,265.00	\$593,842.01	48.2%
Sub-total : Working Cash Fund	\$482.49	\$552,422.99	\$1,146,265.00	\$593,842.01	48.2%
Tort Immunity Fund					
Local Sources (+)	\$844.57	\$2,766,924.92	\$5,776,604.00	\$3,009,679.08	47.9%
Federal Sources (+)	\$26,523.48	\$26,523.48	\$0.00	(\$26,523.48)	0.0%
Sub-total : Tort Immunity Fund	\$27,368.05	\$2,793,448.40	\$5,776,604.00	\$2,983,155.60	48.4%
Life Safety Fund					
Local Sources (+)	\$0.00	\$544,533.11	\$1,146,265.00	\$601,731.89	47.5%
Sub-total : Life Safety Fund	\$0.00	\$544,533.11	\$1,146,265.00	\$601,731.89	47.5%
Total : REVENUE COLLECTED	\$3,059,355.71	\$100,055,772.28	\$180,551,064.32	\$80,495,292.04	55.4%

EXPENDITURES PAID

Educational Fund

Operating Statement with Budget

CUSD No. 5, McLean and Woodford Counties, Illinois

Unit 5 Treasurer's Report For the Period 02/01/2022 through 02/28/2022

Fiscal Year: 2021-2022

	<u>02/01/2022 - 02/28/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Salaries (-)	\$7,401,160.62	\$58,905,649.84	\$88,661,200.53	\$29,755,550.69	66.4%
Employee Benefits (-)	\$1,352,213.56	\$10,727,752.14	\$15,736,007.78	\$5,008,255.64	68.2%
Purchased Services (-)	\$247,881.60	\$1,439,332.52	\$2,604,896.00	\$1,165,563.48	55.3%
Supplies and Materials (-)	\$470,111.01	\$3,731,219.70	\$6,799,826.98	\$3,068,607.28	54.9%
Capital Outlay (-)	\$5,656.37	\$1,382,875.02	\$1,395,706.40	\$12,831.38	99.1%
Other Objects (-)	\$275,271.69	\$2,788,262.34	\$5,623,235.00	\$2,834,972.66	49.6%
Non-Capitalized Equipment (-)	\$11,630.00	\$128,364.29	\$140,590.00	\$12,225.71	91.3%
Sub-total : Educational Fund	(\$9,763,924.85)	(\$79,103,455.85)	(\$120,961,462.69)	(\$41,858,006.84)	65.4%
Operations & Maintenance Fund					
Salaries (-)	\$524,019.32	\$4,229,300.50	\$6,508,552.87	\$2,279,252.37	65.0%
Employee Benefits (-)	\$82,864.56	\$673,166.60	\$1,036,364.00	\$363,197.40	65.0%
Purchased Services (-)	\$96,682.57	\$797,367.77	\$1,099,754.00	\$302,386.23	72.5%
Supplies and Materials (-)	\$343,443.10	\$2,258,137.85	\$2,894,971.00	\$636,833.15	78.0%
Capital Outlay (-)	\$0.00	\$13,170.89	\$200,000.00	\$186,829.11	6.6%
Other Objects (-)	\$0.00	\$1,889.00	\$2,000.00	\$111.00	94.5%
Non-Capitalized Equipment (-)	\$0.00	\$16,071.55	\$30,000.00	\$13,928.45	53.6%
Sub-total : Operations & Maintenance Fund	(\$1,047,009.55)	(\$7,989,104.16)	(\$11,771,641.87)	(\$3,782,537.71)	67.9%
Debt Service Fund					
Other Objects (-)	\$1,800.00	\$36,155,788.43	\$37,351,889.24	\$1,196,100.81	96.8%
Sub-total : Debt Service Fund	(\$1,800.00)	(\$36,155,788.43)	(\$37,351,889.24)	(\$1,196,100.81)	96.8%
Transportation Fund					
Salaries (-)	\$17,528.59	\$130,244.14	\$194,590.45	\$64,346.31	66.9%
Employee Benefits (-)	\$3,275.00	\$26,200.00	\$39,300.00	\$13,100.00	66.7%
Purchased Services (-)	\$679,123.75	\$4,785,287.79	\$11,109,651.00	\$6,324,363.21	43.1%
Supplies and Materials (-)	\$120,946.24	\$633,668.97	\$1,105,000.00	\$471,331.03	57.3%
Capital Outlay (-)	\$0.00	\$397,744.00	\$400,000.00	\$2,256.00	99.4%
Other Objects (-)	\$70.35	\$487,638.85	\$487,561.42	(\$77.43)	100.0%
Non-Capitalized Equipment (-)	\$0.00	\$17,504.10	\$30,000.00	\$12,495.90	58.3%
Sub-total : Transportation Fund	(\$820,943.93)	(\$6,478,287.85)	(\$13,366,102.87)	(\$6,887,815.02)	48.5%
Social Security Fund					
Employee Benefits (-)	\$224,293.65	\$1,799,760.51	\$2,526,982.36	\$727,221.85	71.2%
Sub-total : Social Security Fund	(\$224,293.65)	(\$1,799,760.51)	(\$2,526,982.36)	(\$727,221.85)	71.2%
Municiple Retirement Fund					
Employee Benefits (-)	\$160,191.83	\$1,473,820.14	\$2,231,435.83	\$757,615.69	66.0%
Sub-total : Municiple Retirement Fund	(\$160,191.83)	(\$1,473,820.14)	(\$2,231,435.83)	(\$757,615.69)	66.0%
Tort Immunity Fund					
Salaries (-)	\$210,448.10	\$1,668,269.27	\$2,505,494.05	\$837,224.78	66.6%
Employee Benefits (-)	\$60,134.76	\$714,894.73	\$635,585.51	(\$79,309.22)	112.5%
Purchased Services (-)	\$47,619.84	\$1,550,063.79	\$2,377,300.00	\$827,236.21	65.2%
Supplies and Materials (-)	\$1,248.75	\$78,215.79	\$70,000.00	(\$8,215.79)	111.7%
Capital Outlay (-)	\$0.00	\$40,368.55	\$9,000.00	(\$31,368.55)	448.5%
Other Objects (-)	\$0.00	\$1,149.98	\$171,400.00	\$170,250.02	0.7%
Non-Capitalized Equipment (-)	\$0.00	\$688.05	\$5,900.00	\$5,211.95	11.7%

Operating Statement with Budget

CUSD No. 5, McLean and Woodford Counties, Illinois

Unit 5 Treasurer's Report For the Period 02/01/2022 through 02/28/2022

Fiscal Year: 2021-2022

	<u>02/01/2022 - 02/28/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Sub-total : Tort Immunity Fund	(\$319,451.45)	(\$4,053,650.16)	(\$5,774,679.56)	(\$1,721,029.40)	70.2%
Life Safety Fund					
Purchased Services (-)	\$54,405.00	\$251,900.88	\$560,414.00	\$308,513.12	44.9%
Capital Outlay (-)	\$0.00	\$5,078,660.92	\$5,039,586.00	(\$39,074.92)	100.8%
Sub-total : Life Safety Fund	(\$54,405.00)	(\$5,330,561.80)	(\$5,600,000.00)	(\$269,438.20)	95.2%
Total : EXPENDITURES PAID	(\$12,392,020.26)	(\$142,384,428.90)	(\$199,584,194.42)	(\$57,199,765.52)	71.3%
OTHER FINANCING SOURCES (USES)					
Educational Fund					
Transfers In (+)	\$11,000,000.00	\$11,000,000.00	\$12,500,000.00	\$1,500,000.00	88.0%
Transfers Out (-)	\$0.00	\$880,698.04	\$872,275.10	(\$8,422.94)	101.0%
Sub-total : Educational Fund	\$11,000,000.00	\$10,119,301.96	\$11,627,724.90	\$1,508,422.94	87.0%
Operations & Maintenance Fund					
Proceeds From Capital Asset Disposal (+)	\$0.00	\$1,400.00	\$0.00	(\$1,400.00)	0.0%
Transfers Out (-)	\$0.00	\$299,056.25	\$299,056.25	\$0.00	100.0%
Sub-total : Operations & Maintenance Fund	\$0.00	(\$297,656.25)	(\$299,056.25)	(\$1,400.00)	99.5%
Debt Service Fund					
Transfers In (+)	\$0.00	\$1,179,754.29	\$1,171,331.35	(\$8,422.94)	100.7%
Sub-total : Debt Service Fund	\$0.00	\$1,179,754.29	\$1,171,331.35	(\$8,422.94)	100.7%
Working Cash Fund					
Transfers Out (-)	\$11,000,000.00	\$11,000,000.00	\$12,500,000.00	\$1,500,000.00	88.0%
Sub-total : Working Cash Fund	(\$11,000,000.00)	(\$11,000,000.00)	(\$12,500,000.00)	(\$1,500,000.00)	88.0%
Total : OTHER FINANCING SOURCES (USES)	\$0.00	\$1,400.00	\$0.00	(\$1,400.00)	0.0%
NET CHANGE IN FUND BALANCE	(\$9,332,664.55)	(\$42,327,256.62)	(\$19,033,130.10)	\$23,294,126.52	222.4%

End of Report

CUSD No. 5, McLean and Woodford Counties, Illinois

Unit 5 Self-Funded Insurance As of 02/28/2022

Fiscal Year: 2021-2022

ASSETS

Current Assets

Cash In Bank (+) \$3,385,215.36

Accounts Receivable (+) \$8,238.00

Sub-total : Current Assets \$3,393,453.36

Total : ASSETS

\$3,393,453.36

LIABILITIES

Current Liabilities

Other Current Liabilities (+) \$2,001.04

Sub-total : Current Liabilities \$2,001.04

Total : LIABILITIES

\$2,001.04

FUND BALANCE

Fund Balance

Fund Balance (+) \$2,977,083.88

Sub-total : Fund Balance \$2,977,083.88

NET CHANGE IN FUND BALANCE

NET CHANGE IN FUND BALANCE \$414,368.44

(+)

Sub-total : NET CHANGE IN FUND \$414,368.44

BALANCE

Total : FUND BALANCE

\$3,391,452.32

Total LIABILITIES + FUND BALANCE

\$3,393,453.36

End of Report

CUSD No. 5, McLean and Woodford Counties, Illinois

Unit 5 Self-Funded Insurance For the Period 02/01/2022 through 02/28/2022

Fiscal Year: 2021-2022

	02/01/2022 - 02/28/2022	Year To Date
REVENUE COLLECTED		
Revenue From Payroll		
Board Contributions (+)	\$1,061,345.00	\$8,356,870.75
Employee Contributions (+)	\$273,270.74	\$2,209,663.74
Sub-total : Revenue From Payroll	<u>\$1,334,615.74</u>	<u>\$10,566,534.49</u>
Revenue From Other Sources		
Retiree Contributions (+)	(\$464.04)	\$364,656.40
Cobra Contributions (+)	\$2,898.00	\$19,740.00
Interest & Dividends (+)	\$178.49	\$1,520.99
Sub-total : Revenue From Other Sources	<u>\$2,612.45</u>	<u>\$385,917.39</u>
Total : REVENUE COLLECTED	<u>\$1,337,228.19</u>	<u>\$10,952,451.88</u>
EXPENDITURES PAID		
Operating Expenditures		
Heath Ins Claims (-)	\$1,052,582.41	\$9,614,756.47
HSA Contributions (-)	\$7,238.24	\$60,917.94
Health Ins Admin Fees (-)	\$100,604.96	\$815,113.25
Other Fees & Expense (-)	\$12,787.13	\$47,295.78
Sub-total : Operating Expenditures	<u>(\$1,173,212.74)</u>	<u>(\$10,538,083.44)</u>
Total : EXPENDITURES PAID	<u>(\$1,173,212.74)</u>	<u>(\$10,538,083.44)</u>
NET CHANGE IN FUND BALANCE	<u>\$164,015.45</u>	<u>\$414,368.44</u>

End of Report

**CERTIFICATE OF APPROVAL FOR THE EXPENDITURE OF
FIRE PREVENTION AND SAFETY FUNDS**

(Section 17-2.11 of the School Code)

NORMAL COMMUNITY HIGH SCHOOL	McLean
School Building	County
McLean County USD 5, 0050	
District Name and Number	
Amendment Number 35	

Total Previously Approved	
Approved to raise with this Amendment	\$46,200.00
Total Approved to Date	\$46,200.00
Existing District Funds Approved	\$0.00

I, , State Superintendent of Education, acknowledge receipt of the estimate of cost certified by the architect/engineer required:

1.	<input type="checkbox"/>	to bring this school building into compliance with the safety standards set forth in 23 Ill. Adm. Code Part 175, 23 Ill. Adm. Code Part 180, and or 23 Ill. Adm. Code Part 185 as promulgated by the State Board of Education.
2.	<input type="checkbox"/>	to bring the school building into compliance with the Asbestos Abatement Act 105 ILCS 105/1 et.seq, and the federal Asbestos Hazard Emergency Response Act of 1986 as amended (AHERA).
3.	<input type="checkbox"/>	to provide funds for energy conservation; disabled accessibility; school security; repair of school sidewalks, playgrounds, parking lots, or school bus turnarounds; and other repair purposes pursuant to Section 17-2.11 of the School Code with funds not necessary for the completion of items under No. 1 or No. 2 above.

I Further certify that the estimate of total approval to date, in the amount of \$46,200.00 has been examined and determined to be reasonable and is hereby approved.

Date	Signature of State Superintendent of Education
------	--

EXPLANATORY NOTES:

1.	<input checked="" type="checkbox"/>	No items in this amendment were disapproved nor were any of the estimated costs adjusted.
2.	<input type="checkbox"/>	One or more items in this amendment were disapproved and the estimated costs adjusted accordingly. The amount shown above as the total amount approved for this amendment reflects an aggregate cost adjustment of + / - \$0.00. Comments regarding this amendment and a list of the items disapproved and cost adjustments applied are attached to this certificate.

COMMENTS:

ADJUSTED ITEMS:

ITEM ID	DESCRIPTION	ESTIMATED AMOUNT	ADJUSTED AMOUNT	DIFFERENCE	REASON
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(35-22) (7/07) Prescribed for ISBE for ISBE Use

REQUEST FOR AUTHORIZATION To use Fire Prevention and Safety Funds

Amendment Number

PART I. CERTIFICATION OF ESTIMATED COSTS


This is to certify that:

The NORMAL COMMUNITY HIGH SCHOOL school, located at 3900 E Raab Rd Normal, Illinois, and under the management and control of the Board of Education of School District # 0050, McLean County, was surveyed by me on 3/29/2022.

All of the urgent or necessary work as indicated on the attached Form 35-48 is necessary to abate the violations of applicable code requirements and should result in effecting compliance with said requirements within prescribed timelines. No violations of applicable code requirements other than those cited in previously approved safety survey reports or amendments and those noted in this survey or amendment were noted.

All other work recommended in the attached Form 35-48, though not required to abate violations of applicable requirements of the Health/Life Safety Code for Public Schools, is recommended for energy conservation; disabled accessibility; school security; repair of school sidewalks, playgrounds, parking lots, or school bus turnarounds; and other repair purposes provided in Section 17 2.11 of the School Code.

The certified estimated cost figures were prepared by me and to the best of my knowledge are true and accurate estimates of the costs to execute the work as specified. The total estimated costs to finance the work involved is \$ 46,200.00.

Name of Architect/Engineer Randall Middleton	Name of Firm MIDDLETON ASSOCIATES INC.
Phone Number (309) 452-1271	Fax Number (309) 454-8049.
License Number 001-007938	Expiration Date 11/30/2022
Email Address rand@middletonassociates.net	 [Seal and Signature]



PART II. CERTIFICATION OF NEED (Provided by district through IWAS)

The local Board of Education hereby certifies and assures the State Board of Education:

- a. Based upon the report of the architect referred to above, the district faces total estimated costs of \$ to finance the work involved.
- b. The district has \$ available in its operations and maintenance fund, fire prevention and safety fund, school facility occupation tax fund and/or other fund to finance the work.
- c. The district needs to raise \$ in additional revenue through the levy of the Fire Prevention and Safety Tax or issuance of Bonds to finance the recommended work.
- d. Plans and specifications for the work will be submitted to the Regional Superintendent for review and approval.
- e. The work to be financed with Fire Prevention and Safety funds will not commence until the Certificate of Approval of the State Superintendent is received, the detailed plans and specifications have been approved by the regional superintendent and the regional superintendent (or other lawful agency) has issued an appropriate Order to Effect Compliance with the Health/Life Safety Code for public schools (or other lawful order requiring the work to be done).
- f. All work authorized by the District will be executed in conformity with all applicable codes.

VIOLATION AND RECOMMENDATION SCHEDULE

(23 IL Adm. Code 180, Sections 180.320)

1. COUNTY CODE 064, McLean		2. DISTRICT CODE/NAME 0050, McLean County USD 5			3. FACILITY CODE/NAME NORMAL COMMUNITY HIGH SCHOOL	
4. Item ID	5. Location(s) (Room No)	6. Priority Code	7. Rule Violated	8. Description of the violation	9. Recommendation to correct violation	
1	Pool Mechanical Rm 318	a.	BOCA 1999 3401.2	Swimming pool water heater failed due to corrosion of the heat exchanger and the failure of the unit container. See photo.	Replace swimming pool water heater.	

Form 35-84 (7/07) (Prescribed by ISBE for local board use)

SCHEDULE OF RECOMMENDED WORK ITEMS AND ESTIMATED COSTS

1. COUNTY CODE 064, McLean			2. DISTRICT CODE/NAME 0050, McLean County USD 5			3. FACILITY CODE/NAME NORMAL COMMUNITY HIGH SCHOOL					
4. Item I.D.	5. Action I.D.	6. Priority Code	7. Specification(s)	8. Units Of Measure	9. Quantity	10. Labor Code	11. Estimated Cost (Architect / Engineer)	12. ROE Adjustment	13. ISBE Adjustment	14. Estimated Completion Date	15. Funding Type
1	f	a.	Remove existing inoperative heater. Install new gas fired heater with 1,260,000 Btu capacity.	unit	1	2	\$38,500.00			6/17/2022	F

	Original Subtotal	\$38,500.00	Adjusted Subtotal	\$38,500.00
	Original 10.00% Contingency	\$3,850.00	Adjusted 10.00% Contingency	\$3,850.00
	Original 10.00% A/E Fees	\$3,850.00	Adjusted 10.00% A/E Fees	\$3,850.00
	Original Grand Total	\$46,200.00	Adjusted Grand Total	\$46,200.00

Items with a Funding Type of 'O' are not included in the cost calculation.
35-48 (7/07) (Prescribed by ISBE for Local Board Use)

Exhibit - Overnight Trip Request Form

This form is to be submitted to the Board of Education for prior approval of all trips by students that involve overnight stays, out-of-state destinations, and/or a distance of 200 or more miles from school.

School(s): Normal Community
Student(s)/Grade(s)/Group(s) Participating: Girls Basketball Program
Dates of Trip (inclusive): 6/27 - 6/30 No. of School Days Missed: 0
Destination(s): Anderson University - Anderson, Indiana
Reason for Trip: Summer Basketball Camp

Educational Club Athletic Contests Special Education Team Other


Name(s) of Supervisor(s): Dave Feeney, Mike Goodwin, Jason Sabin

Mode of Transportation: White Buses Provided by: NCHS

Participant Costs: \$285.00 Paid by: Athlete/family

District Cost: 0

Other Pertinent Information: See Attached

Signature of Principal: 

Date: 3/28/22

Board of Education Approval Yes No

Date: _____

Adopted: April 24, 2013
Reviewed:
Amended:

Normal Community Girls Basketball

Hoopin' in Hoosier-ville--The Anderson Adventure

We are offering a special opportunity this summer with a program trip for a 3-night adventure staying at Anderson University in Anderson, Indiana--June 27 through June 30. We will be staying in college dorms, will be practicing in the Anderson University gym, possibly playing in a one day shootout at Marian University, and will be visiting multiple colleges/universities while we are there. We would leave around 12-1pm on Monday, June 27 and would return in the early evening of Thursday, June 30.

We will also be watching the movie *Hoosiers* and will be visiting Hoosier Gym...the gym that served as the home gym for Hickory High School in the film.

A trip like this is really fun, a great opportunity to improve at basketball, and a tremendous team-bonding experience. Our kids will be interacting across age groups, so this is also a great chance for them to build relationships with incoming freshmen through incoming seniors.

Unfortunately, trips like this can also be expensive. We have worked hard at keeping the cost down, and with transportation, a 3-night stay and all meals included in the price (dinner on 27th, 3 meals on the 28th, 3 meals on the 29th, and 2 meals on the 30th), the trip is \$285 per person. We feel this is a great deal considering all that is included, but we also know that this can be challenging. We do not want anyone choosing to avoid the trip for financial reasons, so if that is a concern, please contact Coach Feeney.

Due to us needing to sign a contract to reserve the space at Anderson University, we need to know by April 15 if you plan to attend. Payment (check payable to NCHS Girls Basketball) will be due at that time as well. Again, if that is an issue, contact Coach Feeney.

We think we have a very special trip planned, and we would love to have you be a part of it.

If you are a current 8th grader and are attending Normal Community next year, please send me an email or give me a call, and we can add you to our Google Classroom and get you more information.

Coach Feeney
Normal Community High School
Cell-309-261-2699
[Email-feeneyd@unit5.org](mailto:feeneyd@unit5.org)

IRON SHARPENS IRON

Exhibit - Overnight Trip Request Form

This form is to be submitted to the Board of Education for prior approval of all trips by students that involve overnight stays, out-of-state destinations, and/or a distance of 200 or more miles from school.

School(s): NCWHS and NCHS

Student(s)/Grade(s)/Group(s) Participating: Normal Marching Band (NCHS, NCWHS)

Dates of Trip (Inclusive): October 14-15, 2022 No. of School Days Missed: 1

Destination(s): Bands of America St. Louis Super Regional Championships

Reason for Trip: Competition

Educational Club Athletic Contests Special Education Team Other


Name(s) of Supervisor(s): Ryan Budzinski, Paul Carter

Mode of Transportation: School Bus Provided by: Unit 5

Participant Costs: Lodging Paid by: Participants

District Cost: Transportation

Other Pertinent Information: The Unit 5 Music Parents Organization has provided multiple individual student fundraising opportunities to offset the cost of this event.

Signature of Principal: 

Date: 4-1-22

Board of Education Approval Yes No

Date: _____

Adopted: April 24, 2013
Reviewed:
Amended:

Exhibit - Overnight Trip Request Form

This form is to be submitted to the Board of Education for prior approval of all trips by students that involve overnight stays, out-of-state destinations, and/or a distance of 200 or more miles from school.

School(s): NCWHS

Student(s)/Grade(s)/Group(s) Participating: Wind Symphony and Wind Ensemble

Dates of Trip (inclusive): June 9-15, 2023 No. of School Days Missed: 0

Destination(s): New York, NY

Reason for Trip: New York Sounds of Summer Festival in Carnegie Hall

Educational Club Athletic Contests Special Education Team Other

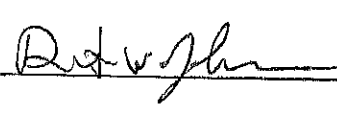
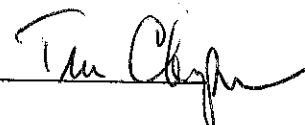
Name(s) of Supervisor(s): Ryan Budzinski

Mode of Transportation: Peoria Charter Provided by: traveler participation fees

Participant Costs: Lodging, transportation, meals Paid by: Participants

District Cost: Contest entry fees

Other Pertinent Information: The Unit 5 Music Parents Organization has provided multiple individual student fundraising opportunities to offset the cost of this event.

Signature of Principal:  Dan W. Johnson  Tim Chapman

Date: 4-1-22

Board of Education Approval Yes No

Date: _____

Adopted: April 24, 2013
Reviewed:
Amended:



McLean County Unit District No. 5

Educating each student to achieve personal excellence.

Finance Department

Office of the Superintendent
1809 Hovey Ave
Normal, IL 61761
309.557.4000

TO: Board of Education

FROM: Thomas Hoerr, Director of Financial Services

CC: Dr. Kristen Weikle, Superintendent; Martin Hickman, CFO; Dayna Brown, Director of Communications and Community Relations

DATE: April 13, 2022

RE: Comprehensive Photography Services Invitation To Bid Results

Recommendation

It is recommended that the Board of Education award a three-year contract (school years 2022-23, 2023-24 and 2024-25) to HR Imaging Partners, Inc for photography services for the entire District (PreK through 12th grade).

HR Imaging's commission percent of sales guarantee for each of the three years is 25%. HR Imaging will also give the District a \$4,000 grant per year.

Background

Unit 5 has historically contracted with third party vendors for photography services. These services include the following, but are not limited to:

- Individual student and staff ID pictures
- Individual student and staff yearbook pictures
- Student photograph packages - paid for by families
- Event candid photographs

The District doesn't pay any fees for photography services. Rather, the photography vendor generates revenue by selling photo packages to Unit 5 families. Schools receive a commission from the vendor based on the amount of sales generated at each building. The current photography agreement with Lifetouch expires on June 30, 2022.

Invitation to Bid Process

A team of district administrators prepared an Invitation To Bid (ITB) with input from principals at all grade levels. The ITB allowed vendors to bid on a Base Bid and two alternate bids (Alternate 1 and Alternate 2). The Base Bid covered photography services for preK through 12th grade. Alternate 1 covered photography services for PreK through 8th grade, and Alternate 2 covered photography services for 9th through 12th grade. This allowed the

District to weigh whether it was more beneficial to have one vendor for the whole district, or a separate vendor for PreK through 8th grade and a separate vendor for 9th through 12th grade.

Four vendors responded to the ITB: Shutterfly Lifetouch, LLC, Jostens JPIX, HR Imaging Partners, Inc and Inter-State Studio & Publishing Co. All four vendors submitted a Base Bid. Jostens JPIX, HR Imaging Partners, Inc and Inter-State Studio & Publishing Co. submitted each an Alternate 1 and Alternate 2.

Responses to the ITB were reviewed by the Photography Committee (the Committee), which included district administrators and principals at all grade levels. Two vendors were invited back for virtual interviews with members of the Committee. Members of the Committee also gathered information from references provided by the participating vendors.

After reviewing current experiences with the District's providers (customer service, photograph quality, and ease of scheduling) and information gathered from the vendors' proposals, interviews and references, HR Imaging Partners, Inc emerged as the service provider most beneficial to the District and its families.

April 13, 2022

To: Board of Education

From: Joe Adelman - Executive Director of Operations

CC: Dr. Kristen Weikle - Superintendent
Martin Hickman - CFO

Re: Towanda Portable Classroom Lease Extension

Administration recommends the approval of \$17,000.00 to extend the lease agreement for the Towanda Elementary portable classroom. The lease will be for the 2022-23 school year.

This will be paid for using lease levy funding.



LEASE EXTENSION
(For Period from June 30, 2022 to June 30, 2023)

This Lease Extension is made this 11th day of January 2022, between JMO Modular, Lessor, and McLean County Unit District No. 5, Lessee.

Recitals:

1. In May 2019, the parties executed a Lease Agreement for the building described as:

(1) Relocatable classroom building	Stock#	Serial#	Size
	607	1087	24x68

2. This lease is set to expire on June 30, 2022.

3. That the parties have agreed to extend this Lease for an additional one (1) year period, to end 10 days after the last day of regular classes or June 30, 2023 whichever is earlier.

Should Lessee desire to extend this Lease Agreement beyond the term provided, Lessee shall provide Lessor written notice on or before January 31, 2023.

In consideration of the agreements contained herein, the parties agree as follows:

- That the Original Lease is extended to include the period from June 30, 2022 to end 10 days after the last day of regular classes or June 30, 2023 whichever is earlier.
- That the consideration to be paid for this extension from Lessee to Lessor is \$17,000.00 per year.
- Except as otherwise provided herein, the parties hereby confirm and extend all the terms and conditions of the original Lease Agreement, and all subsequent extensions and modifications thereof.

Pursuant to Section 14 of the Original Agreement, insurable value for property damage coverage: **\$ 100,000.00.**

Please forward a copy of insurance coverage with JMO Modular as coinsured along with this original extension.

LESSOR: JMO MODULAR LLC DATE: January 19, 2022

SIGNATURE: *Mark Atkins*

PRINT NAME: Mark A. Atkins TITLE: Director of Operations

LESSEE: McLean County Unit District No. 5

SIGNATURE: _____ DATE: _____

PRINT NAME _____ TITLE: _____

To: Board of Education
From: Joe Adelman, Executive Director of Operations
CC: Dr. Kristen Weikle, Superintendent
Date: 4/13/2022
Re: Substitute Food Service Hourly Rate

The substitute food service hourly rate is set at the current minimum wage rate of \$12.00 per hour. Since there are many other employment opportunities in the community, the District continues to struggle to fill vacant food service positions and summer food service opportunities.

Administration recommends increasing the substitute food service hourly wage to \$13.00 as of March 1st, 2022.

This increase will have a minimal impact on the Operations/Food Service budget for fiscal year 2022.

**McLean County Unit District No. 5
REQUEST FOR DONATION APPROVAL**

**Name of Donation/
Organization:**

State Farm

**Address of Donor/
Organization:**

1 State Farm Plaza, Bloomington, IL 61710

**Description of
Donation:**
*(Include drawings
if applicable)*

625 laptops Dell E7450 Touch

Total Value:

**Current/Future
Costs To the
School District: 0**

\$0

**Approval
Signatures:**
(As Applicable)

Building Principal:

Dave Schumer / Technology Director

Athletic Director:

Supervisor of Maintenance:

City Official:

Superintendent:

Date:

Thank you for your donation!

In an effort to provide adequate information to the Board of Education, it is necessary to provide a complete description of any project donation. This must include all current and potential costs to the school district for project completion and/or maintenance.

Your support of Unit 5 Schools is greatly appreciated.

**McLean County Unit District No. 5
1809 West Hovey
Normal, IL 61761**

Date: 3/29/2022

Notice to Contractor:

You are receiving this notice because you may or will be performing "public works" for the School District as that term is defined in Section 2 of the Illinois Prevailing Wage Act (820 ILCS 130).

This notice applies to the "public works" described as: _____

The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Any prevailing rate of wages as they are revised by the Dept. of Labor shall apply to this contract. You are notified that any rate changes to the prevailing wage rate are available in the Dept.'s official website. For information regarding current prevailing wage rates, please see the Illinois Department of Labor's website at www.state.il.us/agency/idol/rates/rates/.HTM

All contractors and subcontractors rendering services for the "public works" must comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage, notice, and recordkeeping duties.

The above paragraph was or will be included in the project specifications and the contract. 820 ILCS 130/4(a-1). If the work is awarded without a public bid, contract, or project specification, the notice was or will be included in the purchase order related to the work or in a separate document, such as this notification. 820 ILCS 130/4(a-2).

Dave Schumer

Signature

Technology Director

Title

April 13, 2022

To: Board of Education

From: Joe Adelman - Executive Director of Operations
Tom Rockwell - Manager Special Maintenance & HVAC

CC: Dr. Kristen Weikle - Superintendent
Martin Hickman - CFO

Re: NCWHS Water Cooled Centrifugal Chiller Replacement

Administration recommends the approval of \$162,513.00 for the replacement of the Water Cooled Centrifugal Chiller at NCWHS from Trane U.S. Inc. under the Omnia Purchasing Agreement.

Based on the October 12, 2021 Asset Report that was discussed in the March 18, 2022 Facility Committee Meeting. This report highlights the deficiencies the chiller has, which could result in an increase of energy usage of 10-15%. There is also metal in the oil and with the use of older technology from 1993-2001 parts have become obsolete. This will be replacing a 27 year old chiller.

This project will be funded with Health Life Safety funds under NCWHS amendment #50 which was previously approved by the Board.



Trane U.S. Inc.
 7100 S Madison St
 Willowbrook, IL 60527
 Phone: (630) 734-3200

October 12, 2021

McLean County Unit District 5
 1809 W. Hovey Avenue
 Normal, IL 61761
 U.S.A.

Site Address:
 Normal Community West High School
 501 N. Parkside Rd.
 Normal, IL 61761
 U.S.A.

Attention: Tom Rockwell

Omnia Member ID: 944184

Project Name: Trane Water Cooled Centrifugal Chiller R'newal™

Trane is pleased to present our proposal to perform the following work on the equipment listed below at your facility. The services in this proposal will be performed using Trane's Exclusive Service Procedures to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC equipment manufacturing leader. Our innovative procedures are environmentally and safety conscious and aligns expectation of work scope while providing efficient and productive delivery of services.

Equipment	Manufacturer	Model Number	Serial Number
Water Cooled Centrifugal Chiller	Trane	CVHE050FA1WO3UM2326P1E6N1C 0000000TA0000	L93J09563

Scope of Service – Trane Water Cooled Centrifugal Chiller R'newal™

Trane's CenTraVac® Compressor R'newal™ service is a major inspection and maintenance program that brings the chiller compressor back to like-new condition. The CenTraVac® Compressor R'newal™ program is backed with a Trane warranty covering compressor motor, bearing and lubrication system failures. This unique warranty reflects Trane's confidence in our compressors as well as our factory-authorized service technicians who work on them.

- Check in with customer representative & stage tools and equipment on job site.
- Perform shutdown sequence on unit and lockout power supply.
- Customer to drop condenser and evaporator heads.
- Customer to brush clean tubes in each tube bundle.
- Perform eddy current test on both bundles.
- Furnish eddy current test report to customer.
- Furnish new gaskets on condenser and evaporator heads.
- Customer to re-attach condenser and evaporator heads.
- Transfer refrigerant into approved EPA containers.
- Compare recovered refrigerant amount to chiller nameplate charge and record.
- Supply all necessary tools for rigging and disassemble of machine.
- Megohm compressor motor and oil pump motor.
- Completely disassemble compressor and motor section of chiller.
- Check and record all compressor and motor section tolerance during disassembly.
- Remove compressor rotor from motor and check inboard bearing journal tolerance and record.

- Perform tolerance check on compressor rotor tail bearing and record.
- Visually inspect compressor motor stator, motor shaft and rotor for signs of defect.
- Remove compressor motor.
- Ship compressor motor back to the Trane R'newal™ facility.
- Receive OEM compressor motor and install into unit.
- Remove compressor motor stator from volute and replace O-ring gasket.
- Replace discharge flange O-ring.
- Replace all economizer and liquid line gaskets.
- Disassemble oil sump inspect lubrication system.
- Replace oil pump and motor.
- Replace oil pump relay and oil pump capacitor.
- Clean oil sump and reassemble using new O-ring gasket.
- Pressure test lubrication system.
- Fill chiller with new oil and replace oil filter.
- Inspect inlet guide vanes.
- Inspect compressor impellers for defect.
- Replace terminal board gasket.
- Replace compressor motor terminal studs O-rings.
- Replace compressor motor winding temperature terminal O-ring.
- Assemble compressor motor section using compatible gaskets and O-rings per factory specifications.
- Assemble compressor section using new gaskets and O-rings per factory specifications.
- Record assembled tolerances during assembly of compressor and motor sections and supply written report of all assembled tolerances.
- Evacuate re-assembled chiller.
- Perform a standing vacuum test.
- Replace 1K1, 1K2, 1K3, and 1K4 starter contactors.
- Remove UCP2 related controls.
- Install arm mounted AdaptiView™ UC800 color display.
- Replace temperature control sensors with leads for:
 - Evaporator leaving water
 - Evaporator entering water
 - Condenser leaving water
 - Condenser entering water
 - Saturated evaporator refrigerant
 - Saturated condenser refrigerant
 - Oil temperature sensor
 - Flow status for evaporator and condenser
 - Sump and discharge oil pressure transducers
 - Oil pump control
 - Oil heater control
 - Motor temperature monitoring
 - AdaptiView™ buss cable and connectors
 - Glue-on mounting hardware for temperature sensors
- Adaptive oil heater upgrade w/ New solid-state relay & heater element.
- Furnish new stepper actuator for inlet guide vane.
- Furnish (1) EarthWise™ purge.
- Remove & dispose of existing purge.
- Install & program new EarthWise™ purge.
- Verify proper operation of unit.
- Five (5) year parts & labor warranty included on all AdaptiView™ and EarthWise™ purge components.
- Recharge with recovered refrigerant.
- Startup and log as system load allows.
- A seven (7) year parts & labor warranty on new compressor motor and R'newal™ components is provided.

Total Price (Excluding Sales Tax): \$162,513.00

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Clarifications

- Any service not listed is not included.
- Work will be performed during normal Trane business hours.
- Any extra steps or procedures needed to be performed by Trane technicians as a result of COVID-19 are not included and will be extra.
- The existing chiller refrigerant will be re-used provided it meets standards. Refrigerant cleaning, reclaiming, and additional refrigerant are not included and will be billable in addition to this proposal.
- Acid cleaning is not included. If tubes are found to have excessive corrosion/buildup and it is determined an acid cleaning is necessary, a separate quote will be provided.
- The R'newal™ facility currently has this motor in stock and it can ship within three (3) days after a PO is received. The R'newal™ facility is not able to reserve or hold a motor. If the motor is no longer in stock by the time a PO is received, the R'newal™ facility is currently operating at a 4-6 week lead time once the old motor is received. The R'newal™ facility will then ship an OEM motor back to Trane Madison for installation into the chiller listed above.
- The R'newal™ warranties listed above require a service agreement with Trane that includes, at a minimum, an annual chiller inspection, spring start-up, run inspection and an annual oil analysis for the duration of the warranty period. Cancellation of the service agreement voids the R'newal™ warranty. The service agreement must be in place in order to begin this work.
- Existing Isolation valves must operate and perform as intended. If isolation valves fail to operate and perform as intended, the Customer will be notified immediately. Existing isolation valve service is not included in this proposal. Additionally, existing isolation valve integrity and performance (now or later), are not the responsibility of Trane.
- Existing bolts must turn out manually with a wrench. Any bolts found broken, break during dis-assembly, require heat or other supplemental forms of extraction, break at re-assembly or re-threading are an extra to this proposal
- Existing insulation will be reused provided it meets standards. If additional insulation or reinsulating is necessary, this will be quoted in addition to this proposal.

COVID-19 National Emergency Clause

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

We are committed to providing you with solutions that make your buildings work better. When you work with Trane you get the full benefit of our global service experience coupled with the distinct technical expertise of a leading HVAC equipment manufacturer.

We thank you for giving us an opportunity to quote on this service and hope we have a chance to work with you and your staff in the future.

Sincerely,

Kirt Abbott
Account Manager
Cell: (309) 264-3585
Email: kabbott@trane.com

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Customer Acceptance

This proposal is valid 30 days from the proposal date and is subject to Customer's acceptance of the attached Trane Terms and Conditions.

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Terms and Conditions – Quoted Service

"Company" shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

- 1. Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
- 2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.
- 4. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.
- 5. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.
- 6. Services Fees and Taxes.** Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.
- 7. Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.
- 8. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)
- 9. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.
- 10. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.
- 11. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:
 - (a) Any guarantee of room conditions or system performance;

- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMIDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations.

Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

16. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

17. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0919)
Supersedes 1-10.48 (1114)



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

March 2022

To the Principal/IHSA Official Representative Addressed:

It is time again for your school to renew its membership in the Illinois High School Association. For the 2022-23 school term, IHSA membership will not require payment for membership dues or state series entry fees per action of the IHSA Board of Directors.

Your school may renew membership in the Illinois High School Association by confirming that your school continues to be Recognized by the Illinois State Board of Education and by certifying that your Board of Education/Governing Board has voted to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines, and Policies of the Association for the 2022-23 school term.

Your 2022-23 membership renewal is due by June 30, 2022. Please do not delay. Obtain your Board of Education's action on the membership resolution and email it to general@ihsa.org or fax (309) 663-7479 on or before June 30.

Sincerely,

Craig Anderson
Executive Director

**THIS FORM MUST BE SIGNED BELOW, ON THE APPROPRIATE LINE, BY THE PRINCIPAL OR OFFICIAL REPRESENTATIVE AND THE BOARD PRESIDENT OR SECRETARY.
DO NOT DETACH**

To: IHSA Executive Director

We certify that Normal Community West High School is recognized by the Illinois State Board of Education. It is understood that failure to be recognized by the Illinois State Board of Education will disqualify our school for membership in the IHSA and that if this were to occur; it is our responsibility to immediately notify the Association of this change in status.

We further certify our Board of Education/Governing Board, at its meeting held on April 13, 2022, voted to renew membership in the Illinois High School Association, and to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines and Policies of the Illinois High School Association for the year of July 1, 2022, through June 30, 2023.

Principal/Official Representative Signature

Board President or Board Secretary Signature

Dave Johnson 309-557-4402

Print Name and Phone Number

Print Name and Phone Number

Normal Community West High School Normal, Illinois
2022-23 Membership Renewal



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Executive Director

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DO NOT DETACH**

To: IHSA Executive Director

We certify that Normal Community High School is recognized by the Illinois State Board of Education. It is understood that failure to be recognized by the Illinois State Board of Education will disqualify our school for membership in the IHSA and that if this were to occur; it is our responsibility to immediately notify the Association of this change in status.

We further certify our Board of Education/Governing Board, at its meeting held on _____, 2022, voted to renew membership in the Illinois High School Association, and to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines and Policies of the Illinois High School Association for the year of July 1, 2022, through June 30, 2023.

Principal/Official Representative Signature

Board President or Board Secretary Signature

Nicolas Kearnott 309-557-4571

Print Name and Phone Number

Print Name and Phone Number

Normal Community High School Normal, Illinois
2022-23 Membership Renewal

McLean County Unit District No. 5
1809 West Hovey Avenue
Normal, Illinois 61761-4339



To: Board of Education & Dr. Kristen Weikle, Superintendent
From: Dan Lambolely, Director of Secondary Education
Re: 2022-2023 I.E.S.A. Participation

April 8, 2022

Dr. Weikle and Board of Education:

Please consider this a formal request to allow Evans, Chiddix, Kingsley, and Parkside Junior High Schools to renew their memberships in the I.E.S.A. for the 2022-2023 school year. This membership allows the junior high schools to participate and compete with other member I.E.S.A. schools during the regular seasons of all sports offered at the junior high school level, and allows the schools to enter into tournaments sponsored by the I.E.S.A. during the postseason.

It is understood that by approving this membership in the I.E.S.A., the Board of Education is also adopting the Constitution and By Laws of the I.E.S.A. as the code governing our interscholastic activities.

The cost of membership for each junior high school for the 2022-2023 school year is \$300.

Thank you for your consideration with this.

Dan Lambolely
Director of Secondary Education
McLean County Unit District No. 5

Exhibit - Request for Establishment of Student Activity Fund

To be submitted to the Business Manager

Permission is hereby requested to establish a Student Activity Fund for the purposes below:

School Name Evans Junior High

Student Activity Fund Name Guidance

To be completed by Accounting Department:

Account Number - Revenue _____

Account Number - Expenditure _____

1. The purpose of the proposed Student Activity Fund is to provide the Guidance Office with its own account.

2. Income in support of this Student Activity Fund will be obtained from the following sources: Dollar charged for U-High transcripts

3. Expenditures from this Student Activity Fund will be for these purposes: New student breakfast, water bottles for students, handouts on: anxiety, depression -

4. **Authorized Signatures:**

The following individuals are authorized to initiate expenditures from this fund: -

Student Representative Becky Saranton
Faculty Advisor

5. Other Comments: _____

Principal Cheryl

This request was approved by the Board of Education on _____

Business Manager

Date

Exhibit - Request for Establishment of Student Activity Fund

To be submitted to the Business Manager

Permission is hereby requested to establish a Student Activity Fund for the purposes below:

School Name Eugene Field Secondary Services
Student Activity Fund Name Level 2

<p>To be completed by Accounting Department: Account Number - Revenue _____ Account Number - Expenditure _____</p>

1. The purpose of the proposed Student Activity Fund is _____
track funds for this group

2. Income in support of this Student Activity Fund will be obtained from the following sources:
Fundraisers: IQ - Tootsie Roll Drive

3. Expenditures from this Student Activity Fund will be for these purposes: _____
Supplies for classroom, field trips,

4. **Authorized Signatures:**

The following individuals are authorized to initiate expenditures from this fund:

Abbie Everett Carissa Hart
Student Representative Faculty Advisor

5. Other Comments: _____

Jane M. Colli
Principal

This request was approved by the Board of Education on _____

Business Manager Date

