

## **Agenda**

1. Call to Order
2. Public Comment (*Policy 2:230*)
3. Adjustments to Agenda
4. Discuss/Change Board meeting in February 2024
5. Approve the FY23 Public Official Bond (Treasurer's Bond)
6. Motion to approve additional bid packages for the Jr/Sr High School Remodel and Addition project as presented to the Board and recommended by CORE Construction and BLDD Architects
7. Approve the Counselor/Director of Student Services Job Description
8. Approve Intergovernmental Agreement between IL Dept. of Healthcare and Family Services and the District
9. Approve the Junior High School Student Handbook for 2023-2024 school year
10. Executive Session - For the purpose of:
  - 10.a. *The appointment, employment compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine validity. 5 ILCS 10/2(c).*
11. Personnel Consent Agenda
  - 11.a. Lari Garrison as High School Math Teacher
  - 11.b. Joe Viola as Director of Student Services
  - 11.c. Kelsie Knox as Permanent Sub
  - 11.d. Emma Curtin as NBE Paraprofessional
  - 11.e. Angie Marr as Career Day Coordinator (shared stipend)
  - 11.f. Jodi Danenberger as Career Day Coordinator (shared stipend)
  - 11.g. Jami Huesing as Jump Start Nurse
  - 11.h. Approve Ryan McDonald JH Pretzel Success Teacher
12. Approve Three-Year Contract for Junior High Principal Brandon Radford
13. Approve Melissa Charneski additional 2.5 hours of teaching time for 2023-2024 school year from three (3) periods
14. Resignations:
  - Ashley Euler-Director of Student Services
  - Shelly Bandelow-NBE Paraprofessional
  - Libby Landers-HS English Teacher
15. Adjournment

**TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA**

**STATE OF ILLINOIS  
SCHOOL TREASURER BOND**

Executed in Triplicate

Bond No. 106127590

**KNOW ALL MEN BY THESE PRESENTS**, that subject to the terms, conditions, and limitations of this Bond, **Lori D. Niemeier of 204 E. Church Street, PLEASANT PLAINS, IL 62677,** as Principal, and **Travelers Casualty and Surety Company of America**, a corporation organized and existing under the laws of the State of Connecticut, as Surety, are held and firmly bound unto **New Berlin CUSD #16** State of Illinois, County of **SANGAMON** in the Penal Sum of **Two Million One Hundred and Twenty Five Thousand** Dollars (**\$2,125,000.00**) for the payment of which, well and truly to be made, said Principal and Surety bind themselves, their heirs, executors, administrators and assigns jointly and severally by these presents.

**WHEREAS**, the said Principal has been **Appointed** to the office of **Treasurer/Chief Financial Officer** and the definite term of this bond begins **July 1, 2023** and ends **June 30, 2024** which is concurrent with the definite term of said office held by Principal. At the option of the Surety, this bond may be extended for an additional term(s) of office held by the Principal by rider(s) hereto. However, the total maximum aggregate liability of the Surety under this bond is limited to the Penal Sum stated above without regard to the number of years/terms this bond remains in force or the number or amount of claims which are asserted upon the Principal or Surety.

**NOW, THEREFORE THE CONDITION OF THIS OBLIGATION**, is such that if **Lori D. Niemeier** treasurer in the above stated county, faithfully discharges the duties of his or her office, according to law, and delivers to his or her successor in office, after such successor has qualified by giving bond as provided by law, all moneys, books, papers, securities and control, which have come into his or her possession or control, as such school treasurer, from the date of his or her bond to the time that his or her successor has qualified as school treasurer, by giving such bond as required by law, then this obligation to be void; otherwise to remain in full force and effect.

**PROVIDED, HOWEVER**, it is expressly understood and intended that obligation of the Surety shall not extend to any loss sustained by the insolvency, failure, or closing of any bank or savings and loan association or other financial institution organized and operating either under the laws of the State of Illinois or the United States wherein such treasurer has placed the funds in his custody or control, or any part thereof, provided, such depository has been approved by the governing body of the **New Berlin CUSD #16** and, if this provision shall be held void, this entire bond shall be void.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on **May 17, 2023**.

Witness:

Cynthia Dhuose

Lori D. Niemeier

Lori D. Niemeier (Principal)

Travelers Casualty and Surety Company of America

By:

Glenda C. Richards

Glenda C. Richards (Attorney-in-Fact)

Approved and accepted by the Board of Education or Board of Directors of District Number **New Berlin CUSD #16** by

\_\_\_\_\_  
President, Secretary, Clerk or Township Trustee  
(Print Name and Title)

Approved on this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

## **Independent Agent And Broker Compensation Notice**

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For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: [www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html).

Or write or call:

**Travelers, Agency Compensation**  
**P.O. Box 2950**  
**Hartford, Connecticut 06104-2950**  
**(866) 904.8348**



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **GLENDA C RICHARDS** of **Springfield** Illinois, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17<sup>th</sup> day of May, 2023



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

## **New Berlin CUSD #16**

### **JOB DESCRIPTION**

Position Title: Counselor (Type 73 certificate) or Director of Student Services (Type 75 certificate)

Qualifications:

1. Professional Educator's License certificate for a school counselor or general administrative endorsement as required by the Illinois State Board of Education and/or school district.
2. Professional image, actions, communications and working relationships are required at all times.
3. Excellent written and oral communication skills and strong computer skills.
4. Establish and maintain effective and courteous working relationships with those contacted in the course of work (students, parents, and staff).
5. Develop and maintain solid relationships with students in order to support them socially, emotionally, academically, and physically.
6. Strong communication, collaboration, and organizational skills.

Department: Building Personnel

Location: High School and Junior High

Reports to: Building Principals

FLSA Class: Exempt

Revised Date: 06/13/23

**Job Goal:** This position is an advocate for students, working to create and promote school programs that not only ensure that students are welcomed, supported, and encouraged, but also that the academic program and related experiences are reflective of the students, their interests and current/future needs. The Director takes on the responsibility to develop and supervise services that facilitate both academic achievement and personal-social wellbeing and growth.

**Performance Responsibilities:**

1. Build and maintain a cohesive system which supports students' post-secondary success, both academically and social-emotionally.
2. Work with the building principals to address building needs and create processes and procedures that most effectively support students.
3. Provide personal counseling for students.
4. Monitor students' overall academic success making changes or interventions as necessary to help students graduate from high school.
5. Use data to make recommendations for improving the educational experience to positively impact students.
6. Register, schedule, and provide orientation for all new students as they enroll throughout the year.

7. Act as a liaison among teachers, administrators, parents, and students by providing information and formulating problem-solving alternatives when the need arises.
8. Provide vocational guidance in order to attend Capital Area Career Center and in post high school plans.
9. Work collaboratively with ROCTE and principal to maintain and update CTE compliance forms.
10. Collect College and Career Readiness Indicators and upload them into Skyward/IWAS Database yearly.
11. Maintain and update College and Career Endorsement Framework.
12. Maintain and update Major Clarity or other College and Career Database.
13. Create the master schedule for both the high school and junior high.
14. Provide a constant support system to students in order to help each student achieve a successful emotional, social and educational adjustment from elementary to junior high and from junior high to high school.
15. Maintain student transcripts - cumulative records, personal histories, grades, assessment results, and other pertinent records.
16. Upload and process transcripts requests while maintain Parchment.
17. Support alternative learning settings for students as appropriate (online or off-campus programming).
18. Refer and make referrals if students are in need of specialized services (Safe School/Crossroads, Truancy/SCLA, SASSED, and Hope, etc.)
19. Schedule and/or participate in IEP meetings and conferences as requested by parents, teachers, students, and administrators.
20. Assist with athletic ineligibility.
21. Confer with teachers concerning students.
22. Update EE codes in Skyward as needed after IEP meetings.
23. Oversee ELL students.
24. Set up all college representatives and military recruiter visits.
25. Provide available job information to students as it becomes available.
26. Assist with arranging transportation for students that leave during the school day for educational purposes.
27. Oversee annual state and/or district assessment testing (WIDA/ACCESS and Screener, AP testing, PSAT/NMSQT, PSAT 8/9, PSAT 10, SAT, ASVAB, and IAR) by communicating all scheduling details (time, place, accommodations, test locations, etc).
28. Upload and maintain rosters and records in GAP Access for Financial Completion Records/FAFSA Opt-Out/Alternative Application as well as Illinois State Scholar.
29. Host FAFSA meeting with ISAC for students and parents.
30. Update and maintain all curriculum documents – curriculum guide, selection sheets, and 4-year plan in order for students and parents to be educated on all course selections for both high school and junior high.
31. Run honor rolls for each quarter and communicate them to the local newspaper.
32. Oversee students that are enrolled in Lincoln Land Community College's CollegeNow program and Sangamon CEO program.
33. Work with Lincoln Land Community College and New Berlin instructors to create dual credit opportunities as well as check to make sure students have applied each semester and meet prerequisites.
34. Oversee homebound services as requested.

35. Identify graduation GPA designations (Summa Cum Laude, Magna Cum Laude, Cum Laude).
36. Maintain and communicate with the Society for Academic Achievement for SAA awards.
37. Assist with quarterly celebrations and Golden Honors Ceremony.
38. Assist with the preparations for graduation.
39. Keep accurate instructional and non-instructional records as required by law, district policy, and administrative regulations.
40. Communicate with families by providing opportunities to understand the instructional program and their child's progress.
41. Attend staff meetings, accept committee appointments and the responsibility for working with other staff members on projects concerned with the improvement of the total school program.
42. Maintain a professional relationship with fellow staff that encourages sharing, planning and working together toward improved instructional skill and student success.
43. Engage in opportunities for professional development in order to stay current.
44. Demonstrate professionalism towards both students and colleagues.
45. Adhere to school and district policies and procedures as well as state guidelines and remains willing to work to improve systems.
46. Perform all other duties reasonably related to position as may be assigned by the Principals and/or Superintendent.

TERMS OF EMPLOYMENT: Work days, salary and benefits are determined by teacher contract. This position has an extended contract.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy of Evaluation of professional personnel.

New Berlin CUSD #16 is an Equal Employment Opportunity Employer

By signing this below, I hereby acknowledge and understand the duties and qualifications of this position. The School District retains the right to revise or amend this job description at any time during the employee's employment with the District.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES  
AND  
New Berlin CUSD #16**

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**LOCAL EDUCATION ASSOCIATION  
REGARDING REIMBURSEMENT OF EXPENDITURES FOR  
THE SCHOOL BASED HEALTH SERVICES PROGRAM  
2022-37-004**

The Illinois Department of Healthcare and Family Services (HFS) and New Berlin CUSD #16 the Local Education Agency (LEA), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, hereby enter into this Intergovernmental Agreement (Agreement) to delineate respective roles, responsibilities, resources, and financial obligations associated with the administration of the HFS' School Based Health Services Program (SBHS). HFS and LEA are collectively referred to herein as "Parties" or individually as a "Party."

**ARTICLE I  
INTRODUCTION**

1.01 Purpose. HFS and LEA hereby enter into this Agreement to delineate the Parties' respective roles, responsibilities, resources, and financial obligations associated with the administration of the Illinois Medical Assistance Program (IMAP) authorized under Title XIX and XXI of the Social Security Act as administered by HFS, for providing mutually agreed upon support to the SBHS, and maintaining clear communications between both Parties in the interest of the Parties' mutual IMAP consumers. The purpose of this Agreement is to define an intergovernmental relationship whereby HFS shall submit certain LEA costs that are documented to be funding allowable IMAP services, as well as certain administrative functions necessary for the efficient administration of the IMAP. Upon Centers for Medicare and Medicaid Services (CMS) acceptance of such costs, HFS shall transfer earned Federal Financial Participation (FFP), pursuant to the provisions of this Agreement.

1.02 Covered Medical Services. Covered medical services for purpose of this Agreement are those services that meet all of the following criteria:

- (a) The individual receiving services is an eligible IMAP customer.
- (b) The service is a covered IMAP service in accordance with approved state plan methodologies.
- (c) The provider is an IMAP enrolled provider.
- (d) The rates for services are consistent with state plan requirements.
- (e) IMAP payments do not duplicate other specific payments for the same service.
- (f) HFS and LEA maintain auditable documentation to support claims for Federal Financial Participation (FFP).
- (g) HFS conducts appropriate financial oversight over LEA billing practices.
- (h) Third Party Liability requirements are met. (CMS does not view public schools carrying out general responsibilities to ensure access to needed health care as legally liable third parties.)
- (i) All other statutory, regulatory, and policy requirements for service, payment, and associated claiming are met.

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1.03 Covered Administrative Costs. Covered administrative costs for purpose of this Agreement are those costs defined and documented pursuant to the HFS Illinois Guide for SBHS Administrative Claiming. See: <https://www2.illinois.gov/hfs/MedicalPrograms/sbhs/Pages/default.aspx>

1.04 Federal Requirements. In accordance with 42 CFR 431.10, HFS exercises administrative discretion in the administration and supervision of the IMAP and issues policies, rules, and regulations related to that administration subject to requirements of CMS.

### ARTICLE II DUTIES AND OBLIGATIONS OF THE PARTIES

2.01 Mutual Responsibilities.

- (a) Both Parties agree to develop interagency procedures to facilitate the necessary implementation of this Agreement, to include the procedures in their respective policy manual or like documents, and to act in conjunction with each other in communications, both written and oral, with CMS regarding inquiries, concerns, or other activities which are related to SBHS.
- (b) Each party shall designate a representative for regular intergovernmental communications. The representative shall report all requests for interpretation of this Agreement to their respective supervisors who shall clarify policy and pursue any necessary changes to this Agreement pursuant to the procedures outlined in Section 6.02.
- (c) The Parties shall use child and family information provided under this Agreement only for the purposes contemplated by this Agreement.
- (d) The Parties agree to comply with, to require their contractors to comply with, and to protect the confidentiality of the information consistent with, HIPAA, HITECH, the Family Educational Rights and Privacy Act (FERPA) and the Illinois Student Records Act, to the extent that each party's functions and records are covered by either act and the regulations promulgated thereunder [45 CFR Parts 160 and 164; 34 CFR Part 99; 105 ILCS 10 and 23 Ill. Admin. Code Part 375].
- (e) The Parties recognize that all information, records, data, and data elements pertaining to applicants for and recipients of SBHS is confidential and each party shall ensure that it be protected from unauthorized disclosure by that party and its employees, and by such party's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12, 42 CFR Part 431, Subpart F, and 89 Ill. Admin. Code 102.30, the federal Family Educational Rights and Privacy Act and the Illinois Schools Student Records Act.
- (f) Personally identifiable information maintained by both Parties is subject to the confidentiality provisions of Federal and State statutes, rules and regulations, including, but not limited to, Title XIX of the *Social Security Act (42 USC 1396 et seq.)*. When personally identifiable information is exchanged or shared between LEA and HFS, the following rules shall apply: (i) the confidential nature of the information must be preserved; (ii) the information furnished must be used only for the purposes for which it was made available; (iii) assurance must be given that the proper steps shall be taken to safeguard the information; and (iv) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute or regulation. The release of personally identifiable information, data, or records by either Party and/or their respective staff to any unauthorized person may subject HFS or LEA and their respective staff to criminal and/or civil penalties as imposed by law.
- (g) The Parties shall abide by the Individuals with Disabilities Education Act (IDEA), the Social Security Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act (ADA), the Illinois

## INTERGOVERNMENTAL AGREEMENT

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Human Rights Act and all other federal and state constitutional provisions, laws, regulations or orders which prohibit discrimination. The parties further agree to take affirmative action to ensure that no unlawful discrimination is committed.

### 2.02 HFS Responsibilities.

- (a) In accordance with 42 CFR 431.10, HFS exercises administrative discretion in the administration and supervision of the IMAP and issues policies, rules, and regulations related to the IMAP.
- (b) HFS shall enroll LEA as an eligible medical provider to participate in the IMAP, as long as it otherwise qualifies as such a provider, and through this agreement, as an administrative extension of HFS.
- (c) HFS shall maintain the separate account with the State Treasury for the purposes of receipt and disbursement of federal funds received for SBHS and shall request the necessary appropriation from the General Assembly.
- (d) HFS shall receive, review and process in a timely fashion any claim for reimbursement of IMAP administrative expenditures, and the documentation related thereto, provided by the LEA.
- (e) HFS shall process data in a timely fashion for the purpose of claiming federal financial participation (FFP).
- (f) HFS shall draw FFP for the reimbursement of the eligible expenditures of the LEA in accordance with the federal rules and regulations as prescribed in the Cash Management Improvement Act Agreement between HFS and the US Treasurer, and, except as otherwise provided herein, deposit such FFP into the Special Education Medicaid Matching Fund.
- (g) HFS shall expeditiously authorize the Comptroller to disburse the FFP attributable to services provided and administrative activities hereunder, to the LEA in a timely manner, less any amount off set pursuant to Article III. below.
- (h) HFS shall monitor the operation of services reimbursed under the IMAP, and in compliance with the applicable standards, including but not limited to inspecting individual service records, including Individualized Education Programs (IEPs) and/or Individualized Family Service Plans (IFSPs). Monitoring shall include, but is not limited to, reviews of the following:
  - (i) IMAP customer eligibility;
  - (ii) Claims;
  - (iii) IEP and/or IFSPs;
  - (iv) Other medical plans of care;
  - (v) Rates; and
  - (vi) Annual Cost Reports.
- (i) HFS shall recognize the IEPs and IFSPs and other medical plans of care as described in the HFS Chapter U-200 Handbook as determinative of the medical necessity of the services provided.
- (j) HFS shall monitor the application of the cost allocation plan to administrative expenditures incurred by the LEA. Said monitoring may include, but not be limited to, inspecting LEA personnel and expenditure records, and conducting interviews.
- (k) HFS shall report all deficiencies and problems noted in the course of such monitoring in writing to the LEA in order that the LEA may correct the deficiencies.
- (l) HFS shall be responsible for the coordination and implementation of State and Federal audit requirements.
- (m) HFS shall furnish LEA on a timely and regular basis such data, reports and information as may be required to ensure that LEA may satisfy State and Federal fiscal responsibility requirements governing all services funded under Titles XIX and XXI of the Social Security Act. Such data, reports

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and information shall include but not be limited to IMAP customer, fiscal, provider and service data as agreed upon by LEA and HFS.

- (n) HFS shall administer the Medicaid Management Information System (MMIS), and expeditiously process IMAP claims for payments to the LEA. The maximum rate allowed, amount, timing and nature of claims processed through the MMIS shall be determined by HFS in accordance with Federal regulations.
- (o) HFS shall provide for a process by which the LEA may seek an informal reconsideration of, or an adjustment to, HFS' decision to reject any portion of any claim for reimbursement of IMAP administrative expenses. This process shall include a right to notice and an opportunity to be heard.

### 2.03 LEA Responsibilities.

- (a) The LEA agrees to comply with all policies and instructions promulgated by HFS and communicated to the LEA from time to time.
- (b) The LEA shall enroll as a medical provider in the IMAP and, through this agreement, as an administrative extension of HFS.
- (c) The LEA shall submit to HFS properly prepared IMAP claims for processing through the MMIS.
- (d) The LEA shall maintain documentation of the basis for any claim for reimbursement of IMAP administrative expenditures pursuant to this agreement.
- (e) By submitting to HFS a claim for reimbursement of IMAP administrative expenditures, the LEA certifies that the expenditures were incurred prior to submittal, and that they are the actual costs of the administrative activity undertaken in support of the IMAP in accordance with the principles established in 2 CFR Part 200 and in accordance with the cost allocation plan. The LEA certifies that the funds used for expenditures are not federal funds, or if they are federal funds, their use is authorized by federal law to match other federal funds. The LEA further certifies that the funds used for expenditures have not been used to match other federal funds.
- (f) The LEA shall provide to HFS all documents and other necessary information to allow HFS, as the Medicaid Single State Agency, to submit a request for Federal Financial Participation (FFP) and to monitor the program. This documentation shall be provided in a timely fashion to facilitate the request for reimbursement.
- (g) The LEA shall make necessary arrangements or contracts to acquire eligibility data needed to determine the claim for reimbursement of IMAP administrative expenditures.
- (h) The LEA shall use the claiming processes provided by HFS.
- (i) The LEA shall submit claims for reimbursement of IMAP administrative expenditures on a quarterly basis within the timeframes established in the HFS Illinois Administrative Guide for School-Based Health Services Administrative Claiming. Claims received by HFS after the established timeframes will not be processed.
- (j) The LEA shall submit claims for covered medical services within the timeframes established in Handbook for Local Education Agencies, Chapter U-200, HFS Medical Provider Handbooks. Claims received by HFS after the established timeframes will not be processed.
- (k) The LEA shall submit the annual cost report for claims for covered medical services in the timeframe outlined by HFS. Failure to submit the annual cost report in the required timeframe will result in the recoupment of ALL reimbursement received for claims for dates of service during the period of time covered by the annual cost report.
- (l) The LEA shall cooperate and comply with any reviews or audits by HFS, the State Auditor General, the US Department of Health and Human Services, the Medicaid Fraud Control Unit of the Office

## INTERGOVERNMENTAL AGREEMENT

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of Inspector General and any other entity authorized by law to review state or federal expenditures related to the IMAP or this Agreement.

- (m) Documents in support of a claim for reimbursement of IMAP administrative expenditures shall include, but are not limited to, identification of sampled staff and allowable expenditures and expenses. The LEA shall maintain detailed records sufficient to meet the requirements of 2 CFR Part 200 and to document such compliance.
- (n) When the LEA is no longer required to retain IMAP customer information provided by HFS, that information, as well as all copies of the information, is to be deleted from any electronic storage medium in a manner to ensure that the data cannot be retrieved by any means. Any hard copy version of the IMAP customer information, including printed-paper or microfiche versions, is also to be destroyed, except as prohibited by law. Notwithstanding the foregoing, the LEA may retain for audit purposes the following data elements for each IMAP customer for a period not to exceed five (5) years after each IMAP customer reaches the age of 23 years:
  - (i) the IMAP customer's recipient identification number (RIN),
  - (ii) the beginning and end dates of the IMAP customer's period(s) of eligibility, and
  - (iii) the MANG P codes associated with each eligibility period.

### ARTICLE III

#### REIMBURSEMENT AND ADJUSTMENTS

3.01 Administrative expenditures by the LEA attributable to the IMAP may be eligible for Federal Financial Participation (FFP). The LEA shall maintain detailed records sufficient to meet the requirements of 2 CFR Part 200 and to document such compliance.

3.02 The LEA must submit to HFS documentation of administrative activities that relate to allowable IMAP covered services. HFS, as the Medicaid Single State Agency, shall determine what expenditures are allowable through a cost allocation plan established and maintained by HFS in accordance with the provisions of 2 CFR Part 200. This plan, which is subject to approval by the United States Centers for Medicare and Medicaid Services, must be followed by the LEA whenever a claim is submitted.

3.03 HFS shall maintain detailed records sufficient to meet the requirements of 2 CFR 200 and to document such compliance. Documents in support of an administrative claim include, but are not limited to, sampling procedures, identification of sample staff and allowable costs and expenses. All programmatic methodologies used to calculate the administrative claim must be incorporated into the aggregate LEA Cost Allocation Plan and LEA must assure that claims for reimbursement of program costs are not duplicative of other LEA claims.

3.04 In order to offset the costs to the State for administering SBHS, the LEA agrees that:

- (a) HFS will transfer any fee or cost assigned to the Special Education Medicaid Matching Fund as directed by state statute. These fees can include, but are not limited to, any amount assessed the fund for services of the Auditor General and any amount directed by statute to be transferred out of the fund, and
- (b) Of the remaining funds, HFS shall retain an amount to cover the State's costs to administer the SBHS program. In no event shall said amount exceed four percent (4%) of the IMAP reimbursement to the LEA attributable to administrative expenses and net annual cost settlement amounts.

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3.05 Upon completion of a review or audit that results in a finding that federal reimbursement under this Agreement was obtained or paid incorrectly, the LEA shall be furnished with a written notice containing the finding and necessary adjustment or requested repayment. In the event that the LEA objects or disagrees with the finding, it may request reconsideration, as allowed by HFS.

- (a) In the event that a federal audit results in a finding that FFP funds were obtained or paid incorrectly for services reimbursed under this Agreement, and the finding requires repayment of such funds, the repayment shall be processed through the current HFS FFP case draw-down procedure.
- (b) In the event that the finding results in additional reimbursement due from the federal government, the LEA may initiate an adjustment to affect future reimbursement.

### ARTICLE IV TERM

4.01 Term. This Agreement shall commence upon full execution by the Parties and, unless otherwise terminated by the Parties, shall remain in effect until terminated under Article V, below.

4.02 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon sixty (60) days' prior written notice to the other Party. Upon the mutual written consent of both Parties, the Agreement may be terminated sooner. In the event of termination, HFS shall process all claims for reimbursement of IMAP administrative expenditures incurred prior to the effective date of termination even though such processing activities may extend beyond the termination date.

4.03 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

4.04 Availability of Appropriation; Sufficiency of Funds. Agreement is contingent upon and subject to the availability of sufficient funds. A Party may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Parties by the State or the Federal funding source, (ii) the Governor or one of the Parties reserves funds, or (iii) the Governor or the one of the Parties determines that funds will not or may not be available for payment. A Party shall provide notice, in writing, to all other Parties of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.05 Nothing contained herein shall be construed as an agreement to perform any illegal act or any act not permitted to be performed by either HFS or the LEA. In the event that this Agreement is determined to be invalid, it shall be terminated immediately, subject to processing data and matching fund requests for services provided prior to such termination. Should any portion or portions of the Agreement be found to be invalid, the said portion or portions shall not be construed to render the entire Agreement void but shall be severed from the Agreement upon such finding.

## INTERGOVERNMENTAL AGREEMENT

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4.06 Nothing contained herein serves to limit, alter, or amend either Party's duties, rights or responsibilities as set out in the applicable State and Federal statutes, laws, or regulations.

### ARTICLE V MISCELLANEOUS

5.01 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties. Any changes amendment to this Agreement shall be subject to intergovernmental discussion and concurrence in writing, thereafter to be reduced to writing and incorporating this document by reference.

5.02 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

5.03 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of the payment of FFP for reimbursement of expenditures under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents relating to the delivery of care or service under this Agreement, and as further required by HFS and/or to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

5.04 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

5.05 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

5.06 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

5.07 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

5.08 Notices. All written notices, requests and communications may be made by regular mail, telefacsimile or electronic mail (email) to the addresses set forth below. Notices under Article V shall be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized

INTERGOVERNMENTAL AGREEMENT

overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. Either Party may at any time give notice in writing to the other Party of a change of name, regular mail or email address, telephone or telefacsimile number.

To HFS: Bureau of Program and Policy Coordination  
201 S. Grand Avenue East, 2nd Floor  
Springfield, IL 62763  
Telephone 217/ 782-3953  
Telefacsimile 217/ 524-2530  
Email HFS.SBHS@illinois.gov

To LEA: Insert LEA name, regular mail or email addresses, telephone and telefacsimile numbers from provider enrollment information.  
New Berlin CUSD #16  
600 N. Cedar Street  
New Berlin, IL 62670  
(217) 488-2040  
(217) 488-2043 (fax)  
Iniemeier@pretzelpride.com

5.09 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

5.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

New Berlin CUSD #16 LEA

**ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES**

By \_\_\_\_\_

\_\_\_\_\_

Printed Name Lori D. Niemeier, CSBO, SFO

Theresa Eagleson, HFS Director

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Title Chief School Business Official

Date: June 13, 2023

Date: \_\_\_\_\_

National Provider Identification (NPI) 1689778177

Region-County-District Code 51-084-0160-26

# NBJH 23.24 Handbook Updates

Updated 6.6.23

Created/Added 1:00 pm Dismissal Bell Schedule Pg. 10

Updated Principal information Pg. 10

Update Board of Education Information Pg. 11

Student Absences Update: Pg. 14-15

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

\*attend a civic event

## Diagnostic Procedures for Identifying Student Absences and Support Services to Truant or Chronically Truant Students

State law requires every school district to collect and review its chronic absence data and determine what systems of support and resources are needed to engage chronically absent students and their families to encourage the habit of daily attendance and promote success. This review must include an analysis of chronic absence data from each attendance center.

Furthermore, State law provides that school districts are encouraged to provide a system of support to students who are at risk of reaching or exceeding chronic absence levels with strategies and are also encouraged to make resources available to families such as those available through the State Board of Education's Family Engagement Framework to support and engage students and their families to encourage heightened school engagement and improved daily school attendance.

"Chronic absence" means absences that total 10% or more of school days of the most recent academic school year, including absences with and without valid cause, and out-of-school suspensions.

The School and District use the following diagnostic procedures for identifying the causes of unexcused student absences: Interviews with the student, his or her parent/guardian and any school officials who may have information about the reasons for the student's attendance problems.

Cross-reference:  
PRESS 7:70, *Attendance and Truancy*

## Pre-arranged Absences Pg 15

All work missed during the absence must be turned in upon the first day back to school

## Homework Pg. 16

Students who are absent from school for a valid cause (an excused absence) will receive one day for each excused absence.

## Student Fees and Meal Cost Pg 17

Students will not be denied the opportunity to participate in curricular and extracurricular programs of the school district.

The student currently lives in a household that meets the same income guidelines, with the same limits based on the household size, that are used for the federal free meals program; The student's parent is a veteran or active-duty military personnel with income at or below 200% of the federal poverty line; the student is homeless, as defined by the Mc-Kinney-Vento Homeless Assistance Act.

Fines for loss or damage to school property are waived for students who meet certain eligibility guidelines.

## Discipline and Conduct Pg. 21

- Drink containers that close and are filled with water are permitted in the classroom and in the hallways. All other beverages are not permitted in the hallways, classrooms, or lockers.

## Dress for Success Pg. 21

Headcover of any type: caps, hats, hoods, or bandanas. (unless approved on dress up/spirit days)

## Isolated Time Out Pg 25

The use of prone restraint is prohibited

## PBIS Information Pg 28

New Berlin Junior High wants to promote positive behavior by rewarding those students who consistently make good choices with quarterly field trips. Quarterly field trip destinations are set each year.

PBIS Characteristics: Polite, Responsible, Inclusive, Determined, Engaged. Students will receive Pride Points throughout each quarter when staff members see students meeting our PBIS expectations. When a student receives a Pride Point, they become eligible to attend the Quarter Trips. They can also deposit their points to use in the Pride Store the opens at the end of each quarter.

## Publications Pg 30

e. Is distributed in kindergarten through eight 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

f. Incites students to violate any Board policy.

Access to Non-School Sponsored Publications

Non-School Sponsored Publications Accessed or Distributed On Campus

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, 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 the Student Handbook;

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.

Cross Reference:

PRESS 7:315 Restrictions on Publications; High Schools

## Modification of Athletic or Team Uniform Pg 32

Students may modify their athletic or team uniform for the purpose of modesty in clothing or attire that is in accordance with the requirements of the student's religion or the student's cultural values or modesty preferences.

## Awards

- PBIS Student(s) of the year
- Lead Conference Recipient

## Discipline of Students with Disabilities Pg 33

Isolated Time Out, Time Out, and Physical Restraint

Isolated time out, time out, and physical restraint shall only be used if the student's behavior presents an imminent danger of serious physical harm to the student or others, and other less restrictive and intrusive

measures were tried and proven ineffective in stopping it. The School may not use isolated time out, time out, or physical restraint as discipline or punishment, convenience for staff, retaliation, as a substitute for appropriate educational or behavior support, a routine safety matter, or to prevent property damage in the absence of imminent danger of serious physical harm to the student or others. The use of prone restraint is prohibited

### Surveys pg 34

All surveys requesting personal information from students, as well as any other instrument used to collect personal information from students, must advance or relate to the District's educational objectives, or assist student's career choices. This applies to all surveys regardless of whether the student answering the questions can be identified or who created the survey.

### Instructional Material Pg 34

The term "instructional material" means instructional content that is provided to a student, regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments.

### Prohibition on Selling or Marketing Students' Personal Information Pg 34

No school official or staff member may market or sell personal information concerning students (or otherwise provide that information to others for that purpose). The term personal information means individually identifiable information including: (1) a student or parent's first and last name, (2) a home or other physical address (including street name and the name of the city or town), (3) a telephone number, (4) a Social Security identification number or (5) driver's license number or State identification card.

Unless otherwise prohibited by law, The above paragraph does not apply: (1) if the student's parent/guardian have consented; or (2) to the collection, disclosure or, use of personal information collected from students for the exclusive purpose of developing, evaluating or providing educational products or services for, or to, students or educational institutions., such as the following:

1. College or other postsecondary education recruitment, or military recruitment.
2. Book clubs, magazines, and programs providing access to low-cost literary products.
3. Curriculum and instructional materials used by elementary schools and secondary schools.
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments.
5. The sale by students of products or services to raise funds for school-related or education-related activities.
6. Student recognition programs.

Under no circumstances may a school official or staff member provide a student's personal information to a business organization or financial institution that issues credit or debit cards A parent/guardian who desires to opt their child out of participation in activities provided herein or who desires a copy or access to a survey or any other material described herein may contact the Building Principal. A complete copy of the District's Student and Family Privacy Rights policy may be obtained from the Superintendent's office or accessed on the District's website.

# 2023-24 Student Handbook



## New Berlin Junior High

Home of Pretzel Pride

300 E. Ellis St.

New Berlin, IL 62670

Office (217) 488-6012

FAX (217) 488-3107

Attendance (217) 488-6012 ext. 221

<http://www.pretzelpride.com>

**This 2023 - 24 Student Handbook Belongs to:**

**Name:** \_\_\_\_\_

**Homeroom (1<sup>st</sup> hour) Teacher:** \_\_\_\_\_

## Pretzels Prepared for Life!

This handbook contains all information pertinent to being a successful student at New Berlin Junior High School.

Tardy - You are allowed 3 tardy passes for each semester. If you are late, present this form to your teacher and they will sign off on the box to excuse your tardy. If you are tardy, your teacher will notify you that you will receive a penalty. Penalties for tardies are as follows. . . **1st Offense:** 6th tardy for the semester = 1 hour detention and loss of cell phone privileges for semester

**2nd Offense:** 9th tardy for the semester= Saturday detention

**3rd Offense:** 12th tardy for the semester = 1 day ISS suspension

**4th Offense and additional offenses:** Students that are chronically tardy to school may be required to serve after school detention each day they are tardy to school/class. The tardy policy is based on a semester. Students will have a clean slate at the beginning of a new semester.

### Semester 1 Tardies

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### Semester 2 Tardies

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### NWEA MAP Scores

	Fall RIT	Lexile Winter RIT	Lexile	Spring RIT	Lexile	Growth Goal
<b>Reading</b>						
<b>Language</b>						
<b>Math</b>						
<b>Science</b>						

### Expectations for Being Prepared for Class

Period	Tardy Policy	Prepared for Class
1		
2		
3		
4		
5		
6		
7		
8		

Student Signature: \_\_\_\_\_

Parent Signature: \_\_\_\_\_





HALL PASSES

Date	Destination	Leaving Time	Teacher's Signature	Arrival Time	Destination Signature

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## NB Junior High School Event Calendar

### Date Event

August 4 JH Pretzel Academy (6th Grade and New Students) 8:15-3:30  
August 7th-14th Teacher Institute (No Student Attendance)  
August 15<sup>th</sup> First Student Attendance Day (2:21 Dismissal)  
August 15<sup>th</sup>/18<sup>th</sup> 221 Dismissal  
August 28<sup>th</sup> BENCHMARK TESTING  
September 4<sup>th</sup> Labor Day (No School)  
September 7<sup>th</sup> Monthly Teachers Professional Development (2:21 dismissal)  
September 15<sup>th</sup> 1st Quarter Midterm/School Improvement Inservice  
September 22<sup>nd</sup> Picture Day  
September 25<sup>th</sup>-26<sup>th</sup> Parent-Teacher Conferences 5:00-8:00pm (2:21 Dismissal)  
September 27<sup>th</sup> Not in Attendance  
October 3<sup>rd</sup> Fannie Mae Fundraiser Begins  
October 6<sup>th</sup> Fall Dance  
October 9<sup>th</sup> Columbus Day (No School)  
October 16<sup>th</sup> End of Q1  
October 20<sup>th</sup> Q1 PBIS Rewards Day  
October 31<sup>st</sup> Pretzels with a Professional/Early Dismiss for Professional Development  
November 3<sup>rd</sup> Picture Retake day  
November 9<sup>th</sup> School Improvement 11:45 Dismissal/Veteran's Day Assembly  
November 11<sup>th</sup> Literary Competition  
November 17<sup>th</sup> Q2 Midterm  
November 21<sup>st</sup> Early Dismissal  
November 22<sup>nd</sup>-24<sup>th</sup> Thanksgiving Break  
Nov. 27<sup>th</sup> BENCHMARK TESTING  
December 6<sup>th</sup> Monthly Teachers Professional Development (1:00 Dismissal)  
December 6<sup>th</sup> Pretzels with a Professional  
December 21<sup>st</sup> Q2 PBIS Rewards Day  
Dec. 22<sup>nd</sup>-Jan. 2<sup>nd</sup> Christmas Break (No School)  
January 3<sup>rd</sup> Teacher Institute (No Student Attendance)  
January 4<sup>th</sup> First Day of Attendance Semester 2  
January 12<sup>th</sup> Winter Dance  
January 15<sup>th</sup> Martin Luther King Jr Day (No School)  
January 24<sup>th</sup> Pretzels with a Professional  
February 1<sup>st</sup> County Spelling Bee  
February 9<sup>th</sup> Q3 Midterm  
February 16<sup>th</sup> School Improvement 11:45 Dismissal  
February 19<sup>th</sup> President's Day (No School)  
March 6<sup>th</sup> Q3 Ends  
March 6<sup>th</sup> Professional Development/Pretzels with a Professional (1:00 Dismissal)  
March 8<sup>th</sup> Q3 PBIS Rewards Day  
March 25<sup>th</sup> Spring Break  
April 12<sup>th</sup> Q4 Midterm  
April 22<sup>nd</sup> BENCHMARK TESTING  
April 26<sup>th</sup> School Improvement 11:45 Dismissal  
May 6<sup>th</sup> Teacher Appreciation Week  
May 8<sup>th</sup> Professional Development (1:00 Dismissal)  
May 10<sup>th</sup> Q4 PBIS Rewards Day  
May TBA 8th Grade Promotion ( depends on snow days utilized)

**DAILY SCHEDULE**

New Berlin Junior High School opens for the day at **7:30 AM**. Junior High School students should report to the Cafeteria if they are participating in the school breakfast program. Junior High School students not eating breakfast should report to the Dome. At **8:10 AM** students will be released to their locker and should make their way to their first hour classroom.

<b>Period</b>	<b>Start</b>	<b>Finish</b>
0	7:20	8:05
1	8:15	9:00
2	9:04	9:49
3	9:53	10:38
HS Lunch A	10:42	11:12
4A	10:42	11:27
HS Lunch B	11:30	12:00
4B	11:15	12:00
JH 5	11:30	12:15
HS 5	12:04	12:49
JH Lunch	12:19	12:49
6	12:53	1:38
7	1:42	2:27
8	2:31	Bus: 3:10/3:16
Bus Departure		3:21
<b>2:21 Dismissal</b>		
0	7:25	8:05
1	8:15	8:57
2	9:01	9:38
3	9:42	10:19
Lunch A	10:23	10:49
4A	10:23	11:00
4B	10:52	11:34
Lunch B	11:07	11:34
JH 5	11:04	11:41
Lunch C	11:45	12:15
HS 5	11:38	12:15
6	12:19	12:56
7	1:00	1:37
8	1:41	Bus: 2:10/2:16
Bus Bell		2:16
<b>11:40 Dismissal</b>		
0	7:40	8:05
1	8:15	8:42
2	8:45	9:07
3	9:10	9:32
4	9:35	9:57
5	10:00	10:22
6	10:25	10:47
7	10:50	11:12
8	11:15	Bus: 11:35/11:40
Bus Departure		11:40

1:00 Dismissal			
Zero Hour	0	7:20	8:05
Period	1	8:15	8:45
Period	2	8:49	9:19
Period	3	9:23	9:53
Period	4	9:57	10:27
Lunch A	A	10:31	11:01
Period	5A	10:31	11:01
Lunch B	B	11:05	11:35
Period	5B	11:05	11:35
Lunch C	C	11:39	12:09
Period	6C	11:39	12:09
Period	7	12:13	12:43
Bus Bell	*	*	12:47
Period	8	12:47	1:00
Teacher Dismissal			3:31

## Introduction

Welcome to New Berlin Junior High School where invaluable academic, extra-curricular and social experiences will help shape the rest of your life. Our goal is to help provide a solid foundation for learning while providing opportunities for you to learn and grow toward being the best you can be in all facets of your school life. Our faculty aims to use technology and proven teaching strategies to provide meaningful and interesting experiences that you will always remember.

To assist you, the handbook was developed by the Board of Education, Staff, Students, Administration, and Community members to provide school rules, regulations, procedures, and important information. You will find that the rules and regulations that govern our lives at school make it possible for all of us to live, learn, and work together.

This handbook is not intended to create a contractual relationship with the student; rather, it is intended to describe the school, its current practices, procedures, rules, and regulations. The principal may establish additional rules, and regulations. Such rules and regulations will be consistent with those established by the Board of Education and the Superintendent of Schools. A student handbook will be distributed to the student and/or parent/guardians within 15 days of the beginning of the school year or the student's enrollment. The school handbook may be amended during the school year without notice.

Our school will be what we make it. Be proud of it. Take good care of it. Become part of it. We have the power to determine our successes or failures. Pretzel Pride means being your best and giving your best effort all of the time.

**Every student is responsible for knowing and abiding by the policies contained in the school handbook.** If you have questions, please contact the Principal within 15 school days of receiving this handbook. The provisions of this handbook are not considered to be irrevocable and can be modified and supplemented as needed by the school. **Athletes and students involved in extracurricular activities will be held to additional standards as stated in the Extra Curricular Handbook and as determined by individual coaches and sponsors. Students participating in sports and Extra Curricular activities will be responsible for knowing and abiding by the policies contained in the Extra Curricular Handbook and set forth by coaches and sponsors.**

### Contacting the Junior High School

Address: 300 E. Ellis Street, New Berlin, IL, 62670.  
 Office Hours: 8:00 am – 4:00 pm through the school year.  
 Phone: (217) 488-6012.  
 Fax: (217) 488-3107.

Website: [www.pretzelpride.com](http://www.pretzelpride.com)

Principal: Mr. Brandon Radford

If you need to share any information that threatens your safety or the safety of others, please contact the following resources: the [National Suicide Prevention Lifeline \(988\)](#), the [Crisis Text Line](#), and either the [Safe2Help Illinois](#) helpline or a local suicide prevention hotline.



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### Student Rights and Responsibilities

The School Board, in support of the aims of public education, believes that behavior of students attending public schools shall reflect standards of good citizenship demanded of members of a democratic society. Self-discipline is one of the ultimate goals of education.

## Chapter 1: Introductory Information & General Notices

### 1.00 Pandemic Preparedness: Management and Recovery

#### School Operations During a Pandemic or Other Health Emergency

A pandemic is a global outbreak of disease. Pandemics happen when a new virus emerges to infect individuals and, because there is little to no pre-existing immunity against the new virus, it spreads sustainably. Your child's school and district play an essential role, along with the local health department and emergency management agencies, in protecting the public's health and safety during a pandemic or other health emergency.

During a pandemic or other health emergency, you will be notified in a timely manner of all changes to the school environment and schedule that impact your child. Please be assured that even if school is not physically in session, it is the goal of the school and district to provide your child with the best educational opportunities possible. Additionally, please note the following:

- All decisions regarding changes to the school environment and schedule, including a possible interruption of in-person learning, will be made by the superintendent in consultation with and, if necessary, at the direction of the Governor, Illinois Department of Public Health, local health department, emergency management agencies, and/or Regional Office of Education.
- Available learning opportunities may include remote and/or blended learning. Blended learning may require your child to attend school on a modified schedule. • Students will be expected to participate in blended and remote instruction as required by the school and district. Parents are responsible for assuring the participation of their child. Students who do not participate in blended or remote learning will be considered truant.
- All school disciplinary rules remain in effect during the interruption of in-person learning. Students are subject to discipline for disrupting the remote learning environment to the same extent that discipline would be imposed for disruption of the traditional classroom.
- Students and parents will be required to observe all public health and safety measures implemented by the school and district in conjunction with state and local requirements.
- During a pandemic or other health emergency, the school and district will ensure that educational opportunities are available to all students. • School personnel will work closely with students with disabilities and other vulnerable student populations to minimize the impact of any educational disruption. • Students who have a compromised immune system, live with an individual with a compromised immune system, or have a medical condition that may impact their ability to attend school during a pandemic or other public health emergency should contact school officials.
- During a pandemic or other health emergency, teachers and school staff will receive additional training on health and safety measures. • In accordance with school district or state mandates, the school may need to conduct a daily health assessment of your child. Parents and students will be notified of the exact assessment procedures if this becomes necessary.
- Parents should not send their child to school if their child exhibits any symptoms consistent with the pandemic or other health emergency. • Please do not hesitate to contact school or district officials if you have any concerns regarding your child's education, health or safety.

PRESS 4:180, Pandemic Preparedness; Management; and Recovery.

### 1.20 Student/Parent Handbook Acknowledgement and Pledge

Electronic access to the Student/Parent Handbook and School Board policies on student behavior are available at NBCUSD #16 Board Policy Manual . The Student/Parent Handbook and School District policies may be amended during the year. Such changes are available on the School District website or in the school office. All students and parents will be provided with a copy of an acknowledgement and pledge to sign and return to the high school office by the 5<sup>th</sup> day of school. A copy of this acknowledgement and pledge is included on the last page of this handbook. Failure to return this acknowledgement and pledge will not relieve a student from being responsible for knowing or complying with School and School District rules, policies and procedures. **1.30**

#### General School Information

This handbook is a summary of the school's rules and expectations, and is not a comprehensive statement of school procedures. The Board's comprehensive policy manual is available for public inspection through the Board Policy Manual Link at <http://newberlinil.apptegy.us/o/district/browse/37543> or at the Board office, located at 600 N. Cedar, New Berlin, IL. The School Board governs the school district, and is elected by the community. Current School Board members are:

Stephanie Neuman, President	Jenny Mann, Member	Josh Beard, Member
Holly Kotner, Member	Bill Marr, Secretary	Board member contact information is available on the school's website.
Chris Gordon, Vice President	Jerry Bishoff, Member	

### Citizenship and Moral Responsibilities

1. Students shall respect constitutional authority.
2. Citizenship in a democracy requires respect for the rights of others.
3. High personal standards of courtesy, decency, morality, clean language, honesty and wholesome relationships with others shall be maintained.
4. Every student who gives evidence of a sincere desire to remain in school, to be diligent in studies and to profit by the educational experiences provided will be given opportunities to do so and will be assisted in achieving scholastic success to the limit of individual ability.

### Rights

1. To attend school.
2. To express opinions respectfully verbally or in writing.
3. To expect that the school will be a safe place.
4. To be represented, when appropriate, by an active student government selected by free school elections.

### Responsibilities

1. To become informed of and adhere to reasonable rules and regulations.
2. To respect the rights and individuality of other students and school administrators and faculty.
3. To refrain from libel, slanderous remarks and obscenity in verbal and written expression.
4. To dress and groom in a manner that meets reasonable standards of health, cleanliness, safety, and is free from distraction.
5. To be punctual and present in the regular or assigned school program.
6. To refrain from disobedience or misconduct of behavior that disrupts the educational process.
7. To maintain the best possible level of academic achievement.
8. To respect the exercise of authority by school administrators and teachers in maintaining discipline in the school and at school-sponsored activities.

### VISITORS (1.40)

#### 1.40 Visitors

All visitors, including parents and siblings, are required to enter through the front door of the building and proceed immediately to the main office. Visitors should identify themselves and inform office personnel of their reason for being at school. Visitors must sign in, identifying their name, the date and time of arrival, and the classroom or location they are visiting. Approved visitors must take a tag identifying themselves as a guest and place the tag to their outer clothing in a clearly visible location. Visitors are required to proceed immediately to their location in a quiet manner. All visitors must return to the main office and sign out before leaving the school. Any person wishing to confer with a staff member should contact that staff member to make an appointment. Conferences with teachers are held, to the extent possible, outside school hours or during the teacher's conference/preparation period. Visitors are expected to abide by all school rules during their time on school property. A visitor who fails to conduct himself or herself in a manner that is appropriate will be asked to leave and may be subject to criminal penalties for trespass and/or disruptive behavior.

No person on school property or at a school event shall perform any of the following acts:

1. Strike, injure, threaten, harass, or intimidate a staff member, board member, sports official or coach, or any other person.
2. Behave in an unsportsmanlike manner or use vulgar or obscene language.
3. Unless specifically permitted by State law, possess a weapon, any object that can reasonably be considered a weapon or looks like a weapon, or any dangerous device.
4. Damage or threaten to damage another's property.
5. Damage or deface school property.
6. Violate any Illinois law or municipal, local or county ordinance.
7. Smoke or otherwise use tobacco products.
8. Distribute, consume, use, possess, or be impaired by or under the influence of an alcoholic beverage, cannabis, other lawful product, or illegal drug.
9. Be present when the person's alcoholic beverage, cannabis, other lawful product, or illegal drug consumption is detectable, regardless of when and/or where the use occurred.
10. Use or possess medical cannabis, unless he or she has complied with Illinois' Compassionate Use of Medical Cannabis Act and district policies.
11. Impede, delay, disrupt, or otherwise interfere with any school activity or function (including using cellular phones in a disruptive manner).
12. Enter upon any portion of school premises at any time for purposes other than those that are lawful and authorized by the board.
13. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized district employee's directive.
14. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding.
15. Violate other district policies or regulations, or a directive from an authorized security officer or district employee.
16. Engage in any conduct that interferes with, disrupts, or adversely affects the district or a school function.

Cross-reference: PRESS 8:30, *Visitors to and Conduct on School Property*

### Equal Educational Opportunities Opportunity and Sex Equity

Equal educational and extracurricular opportunities are available to all students without regard to race, color, nationality, sex, sexual orientation, gender identity, ancestry, age, religion religious beliefs, physical or mental disability, status as homeless, immigration status, order of protection status, or actual or potential marital or parental status, including pregnancy.

No student shall, based on sex, or sexual orientation, or gender identity be denied equal access to programs, activities, services, or benefits or be limited in the exercise of any right, privilege, advantage, or denied equal access to educational and extracurricular programs and activities.

Any student or parent/guardian with a sex equity or equal opportunity concern should contact the building principal.

Cross-Reference:  
PRESS 7:10, *Equal Educational Opportunities*  
PRESS 2:260, *Uniform Grievance Procedure*

### ANIMALS ON SCHOOL PROPERTY (1.60)

In order to assure student health and safety, animals are not allowed on school property, except in the case of a service animal accompanying a student or other individual with a documented disability. This rule may be temporarily waived by the building principals in the case of an educational opportunity for students, provided that (a) the animal is appropriately housed, humanely cared for, and properly handled, and (b) students will not be exposed to a dangerous animal or an unhealthy environment.

### **SCHOOL VOLUNTEERS (1.70)**

All school volunteers must complete the "Volunteer Information Form" and be approved by the school principal prior to assisting at the school. Forms are available in the school office. Some teachers utilize parent volunteers in the classroom. The individual teachers make this decision. Teachers who desire parent volunteers will notify parents. For school-wide volunteer opportunities, please contact the building principal. Volunteers are required to check in and out at the main office and receive a visitor badge before going to their destination.

Cross-Reference: PRESS 6:250, *Community Resource Persons and Volunteers*

### **INVITATIONS & GIFTS**

Party invitations or gifts for classmates should not be brought to school to be distributed. Items such as these are of a personal nature and should be mailed home using the list in the school directory. The office is unable to release addresses and phone numbers of students who are not listed in the school directory.

### **TREATS & SNACKS**

Due to health concerns and scheduling, treats and snacks for any occasion must be arranged in advance with the classroom teacher. **All treats and snacks must be store bought and prepackaged in individual servings.** No homemade treats or snacks are allowed at school. Treats and snacks may not require refrigeration and must have a clearly printed list of ingredients on the packaging. We strongly encourage you to select a treat or snack with nutritional value.

### **EMERGENCY SCHOOL CLOSINGS (1.80)**

When snow or other emergency conditions force either the cancellation or early dismissal of school, notice will be given as early as possible through the district's notification program. Notice will also be given on radio stations WTAX, WMAV, WCVS, WDBR, WQQL, and WNNS. Cancellations will also be posted on the school website, [www.pretzelpride.com](http://www.pretzelpride.com). Additionally, school cancellations are made on the New Berlin Community Schools Facebook Page. For your child's safety, make certain your child knows ahead of time where to go in case of an early dismissal. If we dismiss early for an emergency, it doesn't necessarily mean all after-school functions are canceled.

### **Activities When Schools Are Closed**

All home activities will be canceled if the school is closed for inclement weather or safety conditions. Please note that occasional exceptions may occur if conditions improve or if the event is a County and/or tournament. Listen to local radio stations, visit the school website and an announcement regarding any information for activities will be sent through our automated School Reach system.

Cross-Reference: PRESS 4:170, *Safety*

### **VIDEO & AUDIO MONITORING SYSTEMS (1.100)**

A video and/or audio monitoring system is in use on school buses and a video monitoring system is in use in public areas of the school building. These systems have been put in place to protect students, staff, visitors and school property. If a discipline problem is captured on audiotape or videotape, these recordings may be used as the basis for imposing student discipline. Only school personnel and/or school board members may view the tape. Parents cannot review the recording when other students are involved as this would violate student privacy rights. With the approval of the superintendent, if criminal actions are recorded a copy of it may also be viewed by or released to authorized law enforcement.

Cross-Reference: PRESS 4:110, *Transportation*

### **ACCOMMODATING INDIVIDUALS WITH DISABILITIES (1.110)**

Individuals with disabilities will be provided an opportunity to participate in all school-sponsored services, programs, or activities. Individuals with disabilities should notify the superintendent or building principal if they have a disability that will require special assistance or services and, if so, what services are required. This notification should occur as far in advance as possible of the school-sponsored function, program, or meeting.

### **Special Education Services**

The Sangamon Area Special Education Cooperative provides services to eligible students in District 16. To access information regarding these services please contact the building principal. The Sangamon Area Special Education office can be reached at 217-786-3250. Behavioral management guidelines are established and available. Contact the high school principal for additional information. The district's Policy for Behavioral Interventions for Students with Disabilities is available upon request at the junior high school office.

Cross Reference: PRESS 8:70, *Accommodating Individuals with Disabilities*

### **STUDENTS WITH FOOD ALLERGIES (1.120)**

State law requires our school district to annually inform parents of students with life-threatening allergies or life-threatening chronic illnesses of the applicable provisions of Section 504 of the Rehabilitation Act of 1973 and other applicable federal statutes, state statutes, federal regulations and state rules. If your student has a life-threatening allergy or life-threatening chronic illness, please notify the building principal at (217) 488-6012.

Federal law protects students from discrimination due to a disability that substantially limits a major life activity. If your student has a qualifying disability, an individualized Section 504 Plan will be developed and implemented to provide the needed supports so that your student can access his or her education as effectively as students without disabilities. Not all students with life-threatening allergies and life-threatening chronic illnesses may be eligible under Section 504. Our school district also may be able to appropriately meet a student's needs through other means.

Cross Reference: PRESS 7:285, *Food Allergy Management Program*

### **CARE OF STUDENTS WITH DIABETES (1.130)**

If your child has diabetes and requires assistance with managing this condition while at school and school functions, a Diabetes Care Plan must be submitted to the school principal.

Parents/guardians are responsible for and must:

- a. Inform the school in a timely manner of any change which needs to be made to the Diabetes Care Plan on file with the school for their child.
- b. Inform the school in a timely manner of any changes to their emergency contact numbers or contact numbers of health care providers.
- c. Sign the Diabetes Care Plan.
- d. Grant consent for and authorize designated School District representatives to communicate directly with the health care provider whose instructions are included in the Diabetes Care Plan.

For further information, please contact the School Nurse.

### **SUICIDE AND DEPRESSION AWARENESS AND PREVENTION (1.140)**

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 goals of the school district.

The school district maintains student and parent resources on suicide and depression awareness and prevention. Much of this information, including a copy of the school district's policy, is posted on the school district website. Information can also be obtained from the school office.

Cross-Reference: PRESS 7:290, *Suicide and Depression Awareness and Prevention*

### Student Appearance MSH(1.170)

A student's appearance, including dress and hygiene, must not disrupt the educational process or compromise standards of health and safety. The school 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.

P.A. 102-360 prohibits discrimination based on student hairstyles that are historically associated with race, ethnicity, or hair texture.

Cross Reference:  
PRESS 7:160, *Student Appearance*

## Chapter 2: Attendance, Promotion & Graduation

### PROCEDURES FOR ARRIVING AND LEAVING SCHOOL (2.00)

Official school hours are 8:15-3:15. The building is open for students at 7:30 a.m. **There will be no admittance prior to 7:30 a.m.** Parents should drop their students off in the circle by the junior high office. Students who report prior to 8:10 must report to the cafeteria for breakfast or to the Pretzel Dome. **Students not eating breakfast must report to the Pretzel Dome. No food is allowed in the Pretzel Dome during school hours.** Students will not be allowed in the circle area unless they have permission from a staff member prior to being dismissed from the Pretzel Dome for 1<sup>st</sup> hour.

Morning tutoring and study could potentially be offered throughout the school year. Tutoring would be offered from 7:20 a.m. to 8:05 a.m. and study hall would be from 7:30 a.m. to 8:00 a.m. These would be announced and be available by pre-arranged signup only.

Students must clear the building by 3:26 p.m., unless involved in a supervised activity. A student who is involved in a supervised activity must remain in the activity's designated area with the supervisor. All other students are expected to leave promptly at school's close.

### PROCEDURES FOR CHECKING IN AND OUT OF THE BUILDING

Students arriving late to school while the day is in progress should report directly to the office to sign in. If leaving before the end of the day, it is necessary to be signed out in the office. Students will not be released from school without parent permission. It is encouraged that such arrangements be made in advance by a parent/guardian phone call or a note signed by parent/guardian.

### ATTENDANCE (2.10)

Absences should be kept to a minimum. Success in school is dependent upon regular attendance. Students with excessive absences miss class instruction and discussion, which are necessary for achieving that success. Illinois law requires that whoever has custody or control of any child between six (by September 1<sup>st</sup>) and seventeen years of age shall assure that the child attends school in the district in which he or she resides, during the entire time school is in session (unless the child has already graduated from high school). Illinois law also requires that whoever has custody or control of a child who is enrolled in the school, regardless of the child's age, shall assure that the child attends school during the entire time school is in session. There are certain exceptions to the attendance requirement for children who: attend private school, are physically or mentally unable to attend school (including a pregnant student suffering medical complications as certified by her physician), are lawfully and necessarily employed, are between the ages of 12 and 14 while in confirmation classes, have a religious reason requiring absence, or are 16 or older and employed and enrolled in a graduation incentive program.

#### Home and Hospital Instruction

A student who is absent from school, or whose physician, physician assistant or licensed advanced practice registered nurse anticipates his or her absence from school, because of a medical condition may be eligible for instruction in the student's home or hospital.

Appropriate educational services from qualified staff will begin no later than five school days after receiving a written statement from a physician, physician assistant, or licensed advanced practice registered nurse. Instructional or related services for a student receiving special education services will be determined by the student's individualized education program.

A student who is unable to attend school because of pregnancy will be provided home instruction, correspondence courses, or other courses of instruction before (1) the birth of the child when the student's physician, physician assistant, or licensed advanced practice nurse indicates, in writing, that she is medically unable to attend regular classroom instruction, and (2) for up to 3 months after the child's birth or a miscarriage.

For information on home or hospital instruction, contact the building Principal.

#### TARDY TO SCHOOL

Students are tardy if they arrive to class after the 8:15 a.m. bell. Students who are tardy to school must sign in and obtain a pass at the junior high school office. If the tardy is not approved, an unexcused absence or tardy will be given.

#### TARDY TO CLASS

There is a four (4) minute passing time between each academic period. Classroom teachers will assign a tardy to students who are not in class when the bell rings. If a student is more than 5 minutes late, that student must present a signed pass to be admitted. Students are expected to bring all necessary materials to class with them. If a student is unprepared for class and needs to return to their locker to get class materials after the bell rings, a teacher may assign a disciplinary referral for not being prepared for class and a consequence will be assigned. **Non-Compliance with Being on Time for School/Class**

Tardies are cumulative for all classes and will accrue on a semester basis only. The following consequences are put into place following the use of tardy slips on page

2. **1st Offense:** 6th tardy for the semester = 1 hour detention and loss of cell phone privileges for semester

**2nd Offense:** 9th tardy for the semester= Saturday detention

**3rd Offense:** 12th tardy for the semester = 1 day ISS suspension

**4th Offense and additional offenses:** Students that are chronically tardy to school may be required to serve after school detention each day they are tardy to school/class. The tardy policy is based on a semester. Students will have a clean slate at the beginning of a new semester.

### STUDENT ABSENCES (2.20)

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

For students who are required to attend school there are two types of absences: excused and unexcused. Excused absences include: illness (including up to 5 days per school year for mental or behavioral health of the student), observance of a religious holiday or event, death in the immediate family, family emergency, situations beyond the control of the student as determined by the school board, circumstances that cause reasonable concern to the parent/guardian for the student's mental, emotional, or physical health or safety, attending a military honors funeral to sound TAPS, **attend a civic event**, or other reason as approved by the building principal. Students eligible to vote are also excused for up to two hours to vote in a primary, special, or general election. Additionally, a student will be excused for up to 5 days in cases where the student's 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. The Board of Education, in its discretion, may excuse a student for additional days relative to such leave or deployment. A student and the student's parent/guardian are responsible for obtaining assignments from the student's teachers prior to any excused absences and for ensuring that such assignments are completed by the student prior to his or her return to school.

Students who are excused from school will be given a reasonable timeframe to make up missed homework and classwork assignments. All other absences are considered unexcused. Pre-arranged excused absences must be approved by the building principal.

The school may require documentation explaining the reason for the student's absence.

In the event of any absence, the student's parent/guardian is required to call the school at [phone number] before 8:00 a.m. to explain the reason for the absence. If a call has not been made to the school by 10:00 a.m. on the day of a student's absence, a school official will call the home to inquire why the student is not at school. If the parent/guardian cannot be contacted, the student will be required to submit a signed note from the parent/guardian explaining the reason for the absence. Failure to do so shall result in an unexcused absence. Upon request of the parent/guardian, the reason for an absence will be kept confidential.

#### Diagnostic Procedures for Identifying Student Absences and Support Services to Truant or Chronically Truant Students

State law requires every school district to collect and review its chronic absence data and determine what systems of support and resources are needed to engage chronically absent students and their families to encourage the habit of daily attendance and promote success. This review must include an analysis of chronic absence data from each attendance center.

Furthermore, State law provides that school districts are encouraged to provide a system of support to students who are at risk of reaching or exceeding chronic absence levels with strategies and are also encouraged to make resources available to families such as those available through the State Board of Education's Family Engagement Framework to support and engage students and their families to encourage heightened school engagement and improved daily school attendance.

"Chronic absence" means absences that total 10% or more of school days of the most recent academic school year, including absences with and without valid cause, and out-of-school suspensions.

The School and District use the following diagnostic procedures for identifying the causes of unexcused student absences: Interviews with the student, his or her parent/guardian and any school officials who may have information about the reasons for the student's attendance problems.

Supportive services to truant or chronically truant students include: parent conferences, student counseling, family counseling, and information about existing community services.

Cross-reference:  
PRESS 7:70, *Attendance and Truancy*

#### APPOINTMENTS

Parents are encouraged to make all student medical and dental appointments so that students arrive at school before 9:54am, or leave after 2:15pm, to ensure that students are present at school for an entire school day. Parents must pick students up in the office for appointments. \*Any absence, including absences for appointments will count against perfect attendance. **EXCUSED**

#### ABSENCES

An EXCUSED absence will be allowed for personal health or family illness or death in the family. If a student's absence is excused, he/she will be permitted to make up any missed work, including homework and tests. The student will be permitted the same number of days as he/she was absent to turn in the make-up work. The student is responsible for obtaining assignments from his/her teachers. Students that are excused on a Friday from school will be allowed to participate in extracurricular activities on Friday night and Saturday.

#### UNEXCUSED ABSENCES

If at any time during the entire school year, a student is absent more than 10 days, a doctor's note will be required for any subsequent absences to be considered excused. All absences without a doctor's excuse are considered unexcused. Doctor's notes must state that the student was unable to attend school and give exact times when the student was seen in the doctor's office.

Students who receive unexcused absences will not be allowed to make up any work missed and will receive a zero for those assignments. There will be no additional preparation time given for work or exams due on the day of their return. **Parental approval to miss school does not necessarily mean that the school will approve the absence.** Severe illness or injury which causes a student to be absent for an extended period, may be counted as one day at the principal's discretion. Students whose absences reach more than 10% of the prior 180 days of school will have their names reported to the county truant officer. After excessive unexcused absences, the student may be referred to the Sangamon County Truant's Alternative Optional Educational Program.

**Note: Attending funerals for family members will not be counted against the ten absences.**

Examples of Unexcused Absences include, but are not limited to:

1. A student refuses to come to school. Even if a parent calls this in, the absence is still unexcused.
2. A student has no clean clothes to wear to school.
3. Parent or student has overslept.
4. Student has missed the bus.
5. Parent or student states the weather was too cold, snowy, hot, etc. If school is in session, all students are expected to be in attendance.
6. Student reports staying home to babysit for a family member.
7. Parent or student says they had no transportation.

#### PRE-ARRANGED ABSENCES

A PRE-ARRANGED absence is one approved by the school administration in advance of the absence. Some examples of pre-arranged absences might be Take Your Child to Work Day or a previously scheduled appointment. **There will be no excused pre-arranged absences during achievement testing or special testing days for ISBE.** A pre-arranged absence form needs to be signed by the student's classroom teacher, signed by the parent(s), and approved by the principal 48 hours in advance. These forms may be picked up in the office. When requested 48 hours in advance, assignments can be requested. **All work missed during the absence must be turned in upon the first day back to school. PARENTS ARE STRONGLY ENCOURAGED TO TAKE VACATIONS DURING THE REGULARLY SCHEDULED SCHOOL VACATION TIME!** Excused absences for vacations will be limited to **5 days per school year.** It is not possible to re-create lessons and activities missed. The missed assignment(s) must be submitted by the deadline. If the above stated conditions are met, all work completed within the time allotment will be graded and recorded. Failure to meet these conditions will result in the absence being treated as an unexcused absence. Students with an F in any class will not be approved for a pre-arranged absence.

#### RELEASE TIME FOR RELIGIOUS INSTRUCTION/OBSERVANCE (2.30)

A student will be released from school, as an excused absence, to observe a religious holiday or for religious instruction. The student's parent/guardian must give written notice to the building principal at least 5 calendar days before the student's anticipated absence(s).

Students excused for religious reasons will be given an opportunity to make up any examination, study, or work requirement.

Cross Reference: PRESS 7:80, *Release Time for Religious Instruction/Observation*

#### MAKE-UP WORK (2.40)

**Excused Absences:** A student that is absent from school will be permitted to make up all missed work, including homework and tests, for equivalent academic credit. It is the responsibility of the student to obtain the missed assignments by emailing their teacher, or accessing their teacher's planbook link from the junior high school webpage. The student will be permitted the same number of days as he/she was absent to turn in the make-up work. Failure to meet the deadline for turning in make-up work will result in loss of credit as determined by the grading policy for assessing late work. Parents/students are responsible for finding a valid courier for any materials that need to be picked up from the office.

**For suspensions:** A student that is suspended from school will be permitted to make up all missed work, including homework and tests, for equivalent academic credit. All missed work must be turned in the day the student returns from the suspension. All tests/quizzes must be taken the day the student returns from the suspension. Failure to meet the deadline for turning in missing work will result in loss of credit as determined by the grading policy for assessing late work. During the suspension, it is the responsibility of the student to obtain assignments by emailing their teacher, or accessing their teacher's planbook link from the junior high school webpage. Parents/students are responsible for finding a valid courier for any materials that need to be picked up from the office.

**Unexcused Absences:** a student with an unexcused absence from school will be required to complete all missed work, including quizzes and tests. Upon returning to school the student will be assigned to the Directed Study Room (DSR) to complete all missing work.

## TRUANCY (2.50)

Student attendance is critical to the learning process. Truancy is therefore a serious issue and will be dealt with in a serious manner by the school and district. Students who miss more than 1% but less than 5% of the prior 180 regular school days without valid cause (a recognized excuse) are truant. Students who miss 5% or more of the prior 180 regular school days without valid cause are chronic truants. Students who are chronic truants will be offered support services and resources aimed at correcting the truancy issue.

If chronic truancy persists after support services and other resources are made available, the school and district will take further action, including:

- Referral to the truancy officer
- Reporting to officials under the Juvenile Court Act
- Referral to the State's Attorney
- Appropriate school discipline

A student who misses 15 consecutive days of school without valid cause and who cannot be located or, after exhausting all available support services, cannot be compelled to return to school is subject to expulsion from school. A parent or guardian who knowingly and willfully permits a child to be truant is in violation of State law.

Cross-references: PRESS 7:70, *Attendance and Truancy*

## GRADING & PROMOTION (2.60)

School report cards are issued to students on a quarterly basis. For questions regarding grades, please contact the classroom teacher.

The decision to promote a student to the next grade level is based on successful completion of the curriculum, attendance, performance on standardized tests and other testing. A student will not be promoted based upon age or any other social reason not related to academic performance. School board policy states that students must pass all of their academic classes to be promoted to the next grade. Students may NOT fail one academic subject for the year.

## CONFERENCES

Parent-Teacher conferences are held each fall. Junior High Parent-Teacher conferences will be held in the Junior High circle and the cafeteria. Appointments are required. Information is sent out to parents via School Messenger email approximately 1 month prior to provide ample opportunity to sign up.

## PLACEMENT

Students new to the district will be placed by grade level and in classes by the former public school's permanent records or by staff testing. Transfer students are subject to benchmark testing to determine if there is a need for intervention upon entering New Berlin Schools. All transfer students are expected to meet our academic standards in order to be promoted to the next grade. Students enrolling from a homeschool program are subject to benchmark testing to determine grade level placement.

## PARTICIPATION IN PROMOTION

Any eighth grade student with credit or course deficiencies will not participate in promotion exercises. Participation in the promotion ceremony may be denied, on an individual basis, at the discretion of the school administration. **Students must pay all dues and fees owed to the school and return all uniforms, equipment, or other school items before they will be allowed to practice for or participate in promotion.** Students are required to practice for promotion unless they have a valid and prearranged permission to be absent from the principal. Professional attire is expected for participation in promotion ceremonies. The following are not allowed: shorts, T-shirts, jeans, tennis shoes, flip flops. Shirts with collars are preferred. **GRADING SCALE**

The grade scale used in CUSD #16 Schools to determine final grades is as follows:

- A 92-100 C 72-77
- A- 90-91 C- 70-71
- B+ 88-89 D+ 68-69
- B 82-87 D 62-67
- B- 80-81 D- 60-62
- C+ 78-79 F 0-59

## HONOR ROLL

The honor roll consists of students who attain at least a 3.0 grade point average:

- High Honors- 3.75 & Above
- Honor Roll- 3.25 to 3.74
- Honorable Mention- 3.0 to 3.24

## JH Eligibility for Athletics and Extracurricular Activities (IESA 2.043)

For all IESA activities, athletic as well as non-athletic, passing work shall be checked weekly on Friday mornings. Passing grade is 60% or above. Eligibility will be applied to the Monday through

Saturday following the week that was checked. Students must be passing each subject each week to be eligible. Grades shall be cumulative for the school's grading period. **FINAL GRADES** Credit is granted based on the average of the T1, T2, T3, and Term 4 grades to create an annual grade for promotion. This is labeled "fin" in Skyward.

## REPORT CARDS

Report cards are issued to students at the end of the first week following the close of each nine weeks grading period. Report cards will be sent via United States Postal Service. Mid-term progress reports can be sent upon written request by the parent. Family Access will provide you with up to date information about your child's progress. Upon receipt of the report, parents are encouraged to contact the school if any questions arise concerning the notice. The main purpose of the report is to notify parents about student progress so that parents, students, and teachers might work more closely to implement corrective measures that will improve that progress.

Grades will be posted for all students on a weekly basis to family access. Any person(s) who does not have access to electronic grading via Family Access may request in writing that weekly grades of D or F be sent via hard copy through the USPS.

## CREDIT RECOVERY

1. Summer school courses must be taken through accredited programs.
2. A summer school course will only be allowed if the student previously failed the course at New Berlin.
3. The student assumes responsibility for all fees.
4. The course will not count towards a student's GPA.
5. The building principal approves the course in advance.

Cross Reference: PRESS 6:280, *Grading & Promotion*

## HOMEWORK (2.70)

Homework is used as a way for students to practice what they have learned in the classroom. The time requirements and the frequency of homework will vary depending on a student's teacher, ability and grade level. **Students who are absent from school for a valid cause (an excused absence) will receive one day for each excused absence.**

## LATE WORK POLICY/ZERO POLICY

Assessments and Quizzes MUST be completed by all students. Zeros are not accepted.

Assignments or Homework turned in on time are graded and eligible for up to full credit

Assignments or Homework not submitted on the original due date will be entered as zero in Skyward and marked as missing.

If a student is given a referral for not completing their homework, the following procedures will be in place:

- A homework detention will be issued for the first lunch period following the incident. The student will have 24 hours to complete the assignment. The students' teacher will grade what was completed and submitted. If a student does not turn an assignment in at the end of 24 hours, the student may receive a zero for the assignment, unless an approved pass is used to turn it in before the next class session.
- If the detention is not served due to an excused absence, the student may receive a zero if the assignment is not turned in to the teacher at the beginning of the next class session the student is in attendance for. The homework detention will still have to be served if the assignment is already turned in.

**Homework Detentions** are cumulative for all classes and will accrue on a semester basis only. The following consequences are put into place following cumulative homework detentions.

**1st Offense:** 3rd homework detention for the semester = 1 hour detention and loss of cell phone privileges for semester

**2nd Offense:** 6th homework detention for the semester= Saturday detention

**3rd Offense:** 9th homework detention for the semester = 1 day ISS suspension

### Exemption for Physical Education Requirement (2.80)

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 based on 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.

- A student in grades 7-8 may submit a written request to the building principal requesting to be excused from physical education courses because of the student's ongoing participation in an interscholastic or extracurricular athletic program. The building principal will evaluate requests on a case-by-case basis.
- Students with an Individualized Education Program may also be excused from physical education courses for reasons stated in Handbook Procedure 10.30.

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 Practices Act, prevents his or her participation in the physical education course. State law prohibits the School District from honoring parental excuses based upon a student's participation in athletic training, activities, or competitions conducted outside the auspices of the School District. 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: The time of year when the student's participation ceases; and the student's class schedule.

Cross Reference:  
PRESS 7:260, *Exemption from Physical Education*

### HOME AND HOSPITAL INSTRUCTION (2.100)

A student who is absent from school, or whose physician anticipates his or her absence from school, because of a medical condition may be eligible for instruction in the student's home or hospital.

A student who is unable to attend school because of pregnancy will be provided home instruction, correspondence courses, or other courses of instruction before (1) the birth of the child when the student's physician indicates, in writing, that she is medically unable to attend regular classroom instruction, and (2) for up to 3 months after the child's birth or a miscarriage. For information on home or hospital instruction, contact the superintendent.

Cross Reference: PRESS 6:150, *Home and Hospital Instruction*

## Chapter 3: Student Fees and Meal Costs

### 3.10 Fines, Fees, and Charges; Waiver of Student Fees

The school establishes fees and charges to fund certain school activities. **Students will not be denied the opportunity to participate in curricular and extracurricular programs of the school district.** Students whose parent or guardian is unable to afford student fees may receive a fee waiver. A fee waiver does not exempt a student from charges for lost and damaged books, locks, materials, supplies, and/or equipment.

Applications for fee waivers may be obtained from the school office and may be submitted by a parent or guardian of a student who has been assessed a fee. A student is eligible for a fee waiver if at least one of the following prerequisites is met: The student currently lives in a household that meets the **same income guidelines, with the same limits based on the household size, that are used for the federal free meals program;** The student's parent is a veteran or active-duty military personnel with income at or below 200% of the federal poverty line; **the student is homeless, as defined by the Mc-Kinney-Vento Homeless Assistance Act.**

The building principal will give additional consideration where one or more of the following factors are present:

- An illness in the family;
- Unusual expenses such as fire, flood, storm damage, etc.;
- Seasonal employment;
- Emergency situations; or
- When one or more of the parents/guardians are involved in a work stoppage.

Within 30 days, the building principal will notify the parent/guardian if the fee waiver request has been denied, along with the appropriate appeal process. If you have questions regarding the fee waiver process, you may contact the building principal at 217-488-6012.

Pursuant to the Hunger-Free Student's Bill of Rights Act, the school is required to provide a federally reimbursable meal or snack to a student who requests one, regardless of whether the student has the ability to pay for the meal or snack or owes money for earlier meals or snacks. Students may not be provided with an alternative meal or snack and the school is prohibited from publicly identifying or stigmatizing a student who cannot pay for or owes money for a meal or snack.

**Fines for loss or damage to school property are waived for students who meet certain eligibility guidelines.**

PRESS 4:110, *Transportation* PRESS 4:140, *Waiver of Student Fees*, PRESS 4:140-AP, *Fines, Fees, and Charges – Waiver of Student Fees*, PRESS 4:140-E1, *Application for Fee Waivers*, PRESS 4:140-E2, *Response to Application for Fee Waiver, Appeal, and Response to Appeal*

### Debts to School

Students and parents are responsible for any debts owed to the school, including school organizations. Initial (non-threatening) letters will be sent by individual teachers or the high school office. Additional requests from the office will require immediate response from the debtor, with possible notification to our collection agency. All debts must be paid prior to behind the wheel driving in driver's education and graduation ceremonies.

### REGISTRATION FEES

Registration fees are due and should be paid when you register your child. Registration fees for students at New Berlin Junior High School are \$100 and can be sent to the school office at 300 Ellis Street or the district office at 600 Cedar Street. All Junior High students will be required to purchase and wear a school issued t-shirt and shorts for PE class. The cost is \$15. Students who qualify for free lunches also qualify for a waiver of school fees. PE uniforms are included in fees that are waived when a student qualifies for free lunch. The school will purchase a PE uniform one time for a junior high student. If it is lost or needs to be replaced the parent is responsible for purchasing any additional shorts or shirts throughout the student's high school career. See the section for Food Services for more information about the application for free and reduced lunches.

### BOOKS AND SCHOOL PROPERTY

The textbooks checked out from the school are the students' responsibility. If they are lost or damaged, students will be expected to make the appropriate restitution. Books will be checked and damages assessed at the end of the school year.

### LOCKS/LOCKERS

Hall lockers will be assigned to all students. Students must use the lockers assigned to them, and are not permitted to put their belongings in lockers that they are not assigned to. Open food and drink containers or anything of value should never be left in a locker for an extended period of time. **The school will assume no responsibility for any items that are lost or stolen.** Bags, backpacks, purses, and other carrier items should be left in lockers during the school day. Lockers are the property of the school district and the school administration has the right to make general inspections or searches for specific items at any time. If a student chooses to secure their locker, locks are available to rent for \$5.00 in the junior high school office. If a personal lock is placed on a locker, the key or combination must be turned into the junior high school office or it will be cut off. PE locks are provided by the school yearly at no charge. PE Lockers/Locks are shared by students. Students will be charged a replacement fee of \$5.50 for any school lock that is lost or damaged.

### CHROMEBOOK/ELECTRONIC CHARGES

Chromebook Full Replacement (broken or lost) \$275, Chromebook Screen \$50, Chromebook Charger \$35, Chromebook Bag \$20 (added costs)

### SCHOOL LUNCH PROGRAM (3.20)

Junior High students must eat lunch in the cafeteria. Food is not to be eaten in classrooms, gym or hallways. School breakfast and lunch will be served daily. Breakfast is served from 8:00 - 8:20 a.m. Meals should be paid for in advanced either by check, made payable to CUSD #16 or through Family Access . All family members may be included on a single check, even if they attend

different attendance centers. The cost of breakfast is \$1.65 and the cost of lunch is \$2.85. Each student will be given a lunch card/ ID which can be scanned by the computer. All students will be responsible for their lunch card. **Students who fail to present their lunch card will be required to go to the end of the lunch line.** Account information is posted on Family Access. In addition, a courtesy call through School Messenger will be made as well as an email reminder when the student's account balance reaches \$1.00. If the balance remains negative, the parent or guardian will receive a letter in the mail from the Food Service Department. Please keep your student's lunch account up to date! Free lunch and reduced lunches are available by application to those families who meet the Federal guidelines. The forms must be completed annually and are available through Family Access. The forms are to be filled out completely before returning them to the school office. If you have any questions regarding your child's lunch balances or any questions concerning the cafeteria, please contact the Food Service Director at (217) 488-6054 ext. 518.

Cross Reference: PRESS 4:130, *Free and Reduced-Price Food Services*

## Chapter 4: Transportation

### BUS TRANSPORTATION (4.10)

Only regularly scheduled bus passengers are permitted to ride the bus. The district provides bus transportation to and from school for all students living 1.5 miles or more from the school. A list of bus stops will be published at the beginning of the school year before student registration. Parents must, at the beginning of the school year, select one bus stop at which a student is to be picked up, and one stop at which a student is to be dropped off. Students are not permitted to ride a bus other than the bus to which they are assigned. Exceptions must be approved in advance by the building principal.

While students are on the bus, they are under the supervision of the bus driver. In most cases, bus discipline problems can be handled by the bus driver. In the case of a written disciplinary referral, student bus problems will be investigated and handled by the building principal.

Students are expected to follow all school rules while on the bus. Students may be suspended from riding the school bus for up to 10 consecutive school days for violating school rules or for engaging in other gross disobedience or misconduct. The school board may suspend the student from riding the school bus for a period in excess of 10 days for safety reasons. The district's regular suspension procedures shall be used to suspend a student's privilege to ride a school bus.

A student who is suspended from riding the school bus and who does not have alternative transportation to school shall be allowed the opportunity to make up all missed work for equivalent academic credit. It is the responsibility of the student's parent or guardian to notify the school that the student does not have alternative transportation to school. In the interest of the student's safety and in compliance with State law, students are also expected to observe the following:

- Dress properly for the weather. Make sure all drawstrings, ties, straps, etc. on all clothing, backpacks and other items, are shortened or removed to lessen the likelihood of them getting caught in bus doors, railings or aisles.
- Arrive on time at the bus stop, and stay away from the street while waiting for the bus.
- Stay away from the bus until it stops completely and the driver signals you to board. Enter a single file without pushing. Always use the handrail. • Take a seat right away and remain seated facing forward. Keep your hands, arms, and head inside the bus.
- Talk quietly on the bus. No shouting or creating loud noises that may distract the driver. Tablets, iPods®, iPads®, smart phones, and other electronic devices are allowed and must be silenced on the bus unless a student uses headphones.
- Help keep the bus neat and clean. Keep belongings out of the aisle and away from emergency exits. Eating and drinking are not allowed on the bus. • Always listen to the driver's instructions. Be courteous to the driver and other students. Sit with your hands to yourself and avoid making noises that would distract the driver or 16 other other passengers. Remain seated, keeping your hands, arms, and head inside the bus at all times.
- Wait until the bus pulls to a complete stop before standing up. Use the handrail when exiting the bus.
- Stay out of the danger zone next to the bus where the driver may have difficulty seeing you. Take five giant steps away from the bus and out of the danger zone, until you can see the driver and the driver sees you. Never crawl under a bus.
- If you must cross the street after you get off the bus, wait for the driver's signal and then cross in front of the bus. Cross the street only after checking both ways for traffic. • Never run back to the bus, even if you dropped or forgot something.



Each District #16 School Bus is equipped with a camera, which makes a film record of each student's behavior. The purpose of this monitoring is to limit misbehavior on each bus and provide safer bus transportation. Should a student problem occur on a bus, the transportation director and/or the principal or his/her designee, may review the film record to determine the cause of the problem. Due to privacy issues of all students, only authorized school personnel shall view tapes. For questions regarding school transportation issues, contact: John Finke at 217-488-6011 ext. 235 or by email at [jfinke@pretzelpride.com](mailto:jfinke@pretzelpride.com).

### BOARD POLICY ON BUS CONDUCT (4.15)

Students are expected to follow all schools when riding the school bus. A student may be suspended from riding the bus for up to 10 consecutive school days for engaging in gross disobedience or misconduct, including but not limited to, the following:

1. Violating any school rule or school district policy.
2. Willful injury or threat of injury to a bus driver or to another rider.
3. Willful and/or repeated defacement of the bus.
4. Repeated use of profanity.
5. Repeated willful disobedience of a directive from a bus driver or other supervisor.
6. Such other behavior as the building principal deems to threaten the safe operation of the bus and/or its occupants.

If a student is suspended from riding the bus for gross disobedience or misconduct on a bus, the School Board may suspend the student from riding the school bus for a period in excess of 10 days for safety reasons. A student suspended from riding the bus who does not have alternate transportation to school shall have the opportunity to complete or make up work for equivalent academic credit. It shall be the responsibility of the student's parent or guardian to notify the school that the student does not have alternate transportation. The following is the CUSD #16 Board of Education Policy regarding bus Conduct:

1. The student may be suspended by the Superintendent, Building Principal, the Assistant Building Principal or Dean of Students for a period of ten (10) school days or, for safety reasons, a period in excess of ten (10) days.
2. The Superintendent or his designee shall inform the parents/guardian of the suspension, giving a full statement of the reasons for the suspension and their entitlement to a hearing on the matter.
3. Should the parents/guardian request a hearing, the School Board or a hearing officer, appointed by the Board, shall review the action taken by the Superintendent. Suspension of the student shall continue until the hearing is completed and the School Board acts on the matter.
4. The student shall be provided an opportunity to present his/her side of the matter during the hearing.
5. In cases when a hearing officer is used, the hearing officer shall provide the School board with a written summary of the hearing.
6. Following the completion of the hearing, the School Board may take appropriate action.

PRESS 4:110, *Transportation*, PRESS 7:220, *Bus Conduct*, PRESS 4:170-AP3, *School Bus Safety Rules*, PRESS 7:220, *Bus Conduct*. PRESS 7:220-AP, *Electronic Recordings on School Buses*

#### **PARKING (4.20)**

The school has one location available for school visitor parking. All visitors should park on the East side (where the school offices are located) and enter in the JH office entrance. Those dropping off and picking up children may do so in the same location outside of the junior high office during the following hours: 7:55-8:20AM. Dropoff and pickup is strictly prohibited on the dome side of the building.

Vehicles MAY NOT be parked or located in the bus lanes or fire lanes at ANY TIME. Bus lanes and fire lanes are clearly marked. Vehicles located in these locations may be ticketed and/or towed by the police.

## **Chapter 5: Health and Safety**

### **WELLNESS POLICY**

The Board of Education of Community Unit School District #16 is committed to providing a learning environment that supports and promotes wellness, good nutrition, and an active lifestyle. Furthermore, the Board recognizes the positive relationship between good nutrition, physical activity, and the capacity of students to develop and learn. The entire school environment shall be aligned with healthy school goals to positively influence students' beliefs and habits and promote health and wellness, good nutrition, and regular physical activity. **EMERGENCY INFORMATION** It is necessary that there is current emergency information on file for each child. This information is of great value to the child in the event he or she becomes ill or is injured at school. This information is included on the CUSD #16 registration form. This information must include emergency phone numbers.

### **ILLNESS AT SCHOOL**

Illness or injury at school may require that a student returns home. If this is the case, parents will be contacted by school authorities to explain the circumstances. The parents should then make timely arrangements for getting the student home. In case the parents cannot be reached, the school will only contact the person or persons listed on the student's registration form. Parents are to give this information to the school when they register. It is imperative that the student's emergency card be kept updated. If you know of any reason for a change, please notify the office.

### **ILLNESS AT HOME**

If your child has a fever, please keep them home until they have been fever free for 24 hours without fever reducers. If they have been vomiting or have diarrhea, they should also remain at home until they have been retaining food and without diarrhea for over 24 hours. Please stress to your child the importance of good hand washing to prevent the spread of germs.

### **ACCIDENTS**

Every accident in the school building, on the school grounds, or at any event sponsored by the school must be reported immediately to the adult in charge. Accident reports are available in the office. The school will make every effort to inform the parents of any accident or illness occurring at school that may need care of observation at home; and, for safety reasons, no student will be sent home unless a responsible adult is contacted and arrangements made.

### **IMMUNIZATION, HEALTH, EYE AND DENTAL EXAMINATIONS (5.10)**

#### **REQUIRED HEALTH EXAMINATIONS AND IMMUNIZATIONS**

All students are required to present appropriate proof of a health examination and up-to-date immunizations prior to:

1. Entering kindergarten or the first grade;
2. Entering the sixth and ninth grades; and
3. Enrolling in an Illinois school for the first time, regardless of the student's grade.

Proof of immunization against meningococcal disease is required for students in grades 6 and 12. A diabetes screening must be included as part of the health exam (though diabetes testing is not required). Students between the age of one and seven must provide a statement from a physician assuring that the student was "risk-assessed" or screened for lead poisoning.

Failure to comply with the above requirements by October 15th will result in the student's exclusion from school until the required health forms are presented to the school, subject to certain exceptions. New students who register mid-term have 30 days following registration to comply with the health examination and immunization requirements. If a medical reason prevents a student from receiving a required immunization by the first day of school, the student must present an immunization schedule and a statement of the medical reasons causing the delay. The schedule and statement of medical reasons must be signed by an appropriate medical professional.

#### **EYE EXAMINATION**

All students entering kindergarten or an Illinois school for the first time must present proof by October 15 of the current school year of an eye examination performed within one year. Failure to present proof by October 15, allows the school to hold the student's report card until the student presents: (1) proof of a completed eye examination, or (2) that an eye examination will take place within 60 days after October 15.

#### **DENTAL EXAMINATION**

All students entering kindergarten, second, sixth and ninth grades must present proof by May 15 of the current school year of having been examined by a licensed dentist within the last 18 months. Failure to present proof allows the school to hold the child's report card until the student presents: (1) proof of a dental examination or (2) that a dental examination will take place within 60 days after October 15.

A student will be exempt from the above requirements:

1. On medical grounds if the student's parent/guardian presents to the school nurse either a Physician Statement of Immunity or a Medical Objection signed by a physician.
2. On religious grounds if the student's parent/guardian presents to the school nurse completed Illinois Certificate of Religious Exemption signed by a physician.
3. Eye examination requirement if the student's parent/guardian completes the State of Illinois Eye Exam Waiver.
4. Dental examination requirement if the student's parent/guardian completes the State of Illinois Dental Exam Waiver.

Cross Reference:

PRESS 7:100, *Health, Eye and, Dental Examinations; Immunizations; and Exclusion of Students*

#### **VISION AND HEARING SCREENING**

CUSD#16 students will be screened annually in the required grades as stated in Section 675.110 of the Title 77 Illinois Administrative Code. Screening is not a substitute for a complete examination by a doctor. Students are not required to undergo screening (vision or hearing) if a physician signs a report indicating that a complete examination, eye and vision/ear and audiological evaluation, has been administered within the previous 12 months. Parents or legal guardians of a student may object to screening for their children on religious grounds. If a religious objection is made, a written and signed statement from the parent or legal guardian detailing such objection must be presented to the local school authority.

#### **STUDENT MEDICATION (5.20)**

Taking medication during school hours or during school-related activities is prohibited unless it is necessary for a student's health and well-being. When a student's licensed health care provider and parent/guardian believe that it is necessary for the student to take medication during school hours or school-related activities, the parent/guardian must request that the school dispense the medication to the child by completing a "School Medication Authorization Form."

No school or district employee is allowed to administer to any student, or supervise a student's self-administration of, any prescription or non-prescription medication until a completed and signed School Medication Authorization Form is submitted by the student's parent/guardian. No student is allowed to possess or consume any prescription or non-prescription medication on school grounds or at a school-related function other than as provided for in this procedure.

### Self-Administration of Medication

A student may possess and self-administer an epinephrine injector (e.g., EpiPen®) and/or an asthma inhaler or medication prescribed for use at the student's discretion, provided the student's parent/guardian has completed and signed a School Medication Authorization Form.

Students who are diabetic may possess and self-administer diabetic testing supplies and insulin if authorized by the student's diabetes care plan, which must be on file with the school.

Students with epilepsy may possess and self-administer supplies, equipment and medication, if authorized by the student's seizure action plan, which must be on file with the school.

Students may self-administer (but not possess on their person) other medications required under a qualified plan, provided the student's parent/guardian has completed and signed a School Medication Authorization Form.

The school district shall incur no liability, except for willful and wanton conduct, as a result of any injury arising from a student's self-administration of medication, including asthma medication or epinephrine injectors, or medication required under a qualifying plan. A student's parent/guardian must indemnify and hold harmless the school district and its employees and agents, against any claims, except a claim based on willful and wanton conduct, arising out of a student's self-administration of an epinephrine injector, asthma medication, and/or a medication required under a qualifying plan.

### Administration of Medical Cannabis

Administration of Medical Cannabis In accordance with the Compassionate Use of Medical Cannabis Program, qualifying students are allowed to utilize medical cannabis infused products while at school and school events. Please contact the building principal for additional information. Discipline of a student for being administered a product by a designated caregiver pursuant to this procedure is prohibited. The District may not deny a student attendance at a school solely because he or she requires administration of the product during school hours.

### Undesignated Medications

The school may maintain the following undesignated prescription medications for emergency use: (1) Asthma medication; (2) Epinephrine injectors; (3) Opioid antagonists; and (4) Glucagon. No one, including without limitation, parents/guardians of students, should rely on the school or district for the availability of undesignated medication. This procedure does not guarantee the availability of undesignated medications. Students and their parents/guardians should consult their own physician regarding these medication(s). **Emergency Aid to**

### Students

Nothing in this policy shall prohibit any school employee from providing emergency assistance to students, including administering medication.

Cross-References: PRESS 7:270, *Administering Medicines to Students*; PRESS 7:270-AP, *Dispensing Medication*; PRESS 7:270-E, *School Medication Authorization*

### MEDICATION PROCEDURES

1. Medications are administered at school in accordance with the Recommended Practices and Procedures Manual from the Illinois State Board of Education. Administering medications at school is discouraged. However, some pupils with long-term chronic illness or disability may require medication during the day. Only in exceptional cases in which failure to take medication could jeopardize the child's health and/or education, should medication be administered at school. **All medications** that are brought to school must be sent to the nurse's office upon arrival. This medication will be stored in a locked cabinet. It is recommended that medications be delivered to the school by the parent.
2. All medications given at school, prescription and over the counter medication and supplements (which include essential oils), must be prescribed by a licensed prescriber. The medication must be brought to school in the original most up-to-date container as dispensed by the pharmacy or in the original over the counter packaging. No medication in "baggies" will be accepted. The CUSD#16 "Authorization For Administration of Prescription Medication" form must be completed by both the parent and the physician. Any change in the dosage or administration must have written authorization from the prescriber.
3. The morning doses of medications should be given at home.
4. The school reserves the right to have the time of medication administration at school adjusted to meet the schedule and availability of the nurse.
5. Questions concerning medications will be referred to your physician.
6. Self-managed and emergency medications will be evaluated individually by the school nurse (i.e. asthma inhalers, epi-pens, and medication to manage diabetes). It is recommended that spare medications and supplies be kept in the nurse's office for emergency use.
7. CUSD #16 Medication and Health Forms are available on the website, in either school office or in the nurse's office.
8. The school not only has the right, but also the responsibility to refuse to administer any medication at school if properly qualified individuals are not available.
9. The school will ascertain from the parent and/or the physician the necessity for administering medication during school hours and will retain the discretion to reject requests that do not meet the medication guidelines. **Medication sent to school without proper documentation will NOT be given.**
10. Noon medication is not routinely given at school on early dismissals at 11:45 or on field trips.

### Prevention of Anaphylaxis

While it is not possible for the School or District to completely eliminate the risks of an anaphylactic emergency, the District maintains a comprehensive policy on anaphylaxis prevention, response, and management in order to reduce these risks and provide accommodations and proper treatment for anaphylactic reactions. Parent(s)/guardian(s) and students who desire more information or who want a copy of the District's policy may contact the Building Principal.

Cross Reference:  
PRESS 7:285, *Anaphylaxis Prevention, Response, and Management Program*  
PRESS 7:285-AP, *Administrative Procedure – Anaphylaxis Prevention, Response, and Management Program*

### Safety Drill Procedures and Conduct

Safety drills will occur at times established by the school board. Students are required to be silent and shall comply with the directives of school officials during emergency drills. There will be a minimum of three (3) evacuation drills, a minimum of one (1) severe weather (shelter-in-place) drill, a minimum of one (1) law enforcement lockdown drill to address a school shooting incident, and a minimum of one (1) bus evacuation drill each school year. There may be other drills at the direction of the administration. The law enforcement lockdown drill will be announced in advance and a student's parent/guardian may elect to exclude their child from participating in this drill. All other dDrills will not be preceded by a warning to students.

Cross-References:  
PRESS 4:170, *Safety*  
PRESS 4:170-AP1, *Comprehensive Safety and Crisis Program*

## Chapter 6: Discipline and Conduct

An orderly school environment is essential to a good school and **student learning**. Rules and procedures are designed to create a sense of security among students. The New Berlin Junior High School has identified behaviors that are not acceptable in the school situation, and has determined a range of consequences for those who violate school rules. Please read this section carefully.

### GENERAL BUILDING CONDUCT (6.10)

- Students shall not arrive at school before 7:30 a.m. and classes begin at 8:15 a.m. and students are dismissed at 3:16p.m. each day. The following conduct expectations apply at all times:
- Students must have a properly completed pass in their planners to be in the hallway during class time. Students will be expected to carry the handbook as a pass when leaving class during non-passing times. Teachers will initial the passbook.
  - Students must place their cell phones in the cell phone holder before the bell rings at the beginning of each class. The cell phones must remain in the cell phone holder the entire class period until the class is dismissed by the teacher. Students are not permitted to have their cell phones out and use them in the hallways during class time, unless permission has been granted by the teacher to take the cell phone out of the holder to use it in the hallway.
  - Students shall not run, talk loudly or yell in the hallways nor shall they push, shove or hit others.
  - **Drink containers that close and are filled with water are permitted in the classroom and in the hallways. All other beverages are not permitted** in the hallways, classrooms, or lockers.
  - Food items shall not be in the hallways or lockers at any time. **Vending machine food/drink may only be purchased before or after school.**
  - Hats and bandanas shall not be worn in the building. Any hat brought to school shall be removed before entering.

### HALLWAY/PASSING TO CLASS EXPECTATIONS

Students change class at the end of each period. Cooperation and courtesy are expected during passing periods. Students have a four (4) minute passing time. The teacher, not the bell, dismisses students. To assist in getting to class on time, students should use the most direct route possible, keep to the right, walk at all times, keep noise to a minimum, and keep hands and feet to themselves.

### LIBRARY MEDIA CENTER

The Library Media Center, and its materials and resources, exists primarily for the purpose of student-use. Students are encouraged to make full use of the facility for all their information needs. If there is some item that you feel the LMC might need in its collection, let the Library Media Specialist know. To insure that our Library Media Center is and will remain available for all students to use, patrons of the LMC must abide by the following rules intended to protect everyone's rights and privileges:

1. Students coming from class must SIGN-IN and present the Media Center Supervisor with a PASS from his or her classroom teacher.
2. Books may be checked out for THREE (3) WEEKS and must be returned by the date due.
3. Students with unpaid fines or overdue books may be prohibited from checking out any other resources.
4. Students' behavior in the LMC shall be regulated as it is in any classroom.

### DRESS CODE (6.20)

We are committed to preparing students for the next steps in their lives such as high school, college, career, and post-secondary life success. Part of navigating the world is understanding the importance of context. Choosing the right attire for different contexts is an important life skill. Clothing shall not be of a style nor shall it contain words or depictions that create a clear and present likelihood that it will cause material and substantial disruption of the proper and orderly operation and discipline of the school or school activities. Words or messages that are so offensive to any individual or group as to create an immediate reaction disruptive to the orderly operation of the school or school activities are prohibited. The "Dress for Success Norms" encourages students to keep their focus on learning, maintaining age-appropriate expectations, and providing an environment that allows students to feel comfortable and express their individuality appropriately. New Berlin staff has taken great strides to ensure that these straightforward Dress for Success Norms apply equally to both male and female students. We strive to enforce these rules respectfully and without judgment.

### DRESS FOR SUCCESS WHAT TO WEAR

All students must follow these norms at school and all school-sponsored events. This includes, but is not limited to, school activities, field trips, and school-sponsored after-school programs.

- Students should dress appropriately for school, wearing clothing that is well-suited for a school environment.
- Clothing will completely cover the torso through top of chest, including the backside in non-see-through materials.
- The front and back of a shirt (or top of any kind) go over both shoulders.
- Clothing must cover all undergarments.
- The length of shorts and skirts must be appropriate for the school environment (must extend past thumbs with hands down to sides), this also includes rips in clothing. • Head and face will be uncovered. Appropriate headgear may be worn for warmth and protection outdoors and inside for religious reasons (Examples of unacceptable headgear: hats, sunglasses, and bandanas). Coats and gloves should be removed upon entering the building and remain in lockers during the school day.
- Clothing and accessories that display or promote negative messages are not permitted. These could include, but are not limited to, illegal or prescription drugs, gangs, weapons, alcohol or tobacco-related information, obscenities, put-downs, stereotypes, sexual innuendo, plainly offensive subject material, or disruptive activities.
- Safety is paramount. Footwear (sneakers, boots, sandals, etc.) must be worn at all times. State law specifies that safety glasses must be worn in shops and labs when working with machinery and/or chemicals. Pierced jewelry that presents a safety hazard, spiked apparel, spike accessories, animal collars, or chains that can be used as weapons are prohibited.

### Examples of prohibited attire:

- Students are to use discretion in their dress and are not permitted to wear apparel that causes a substantial disruption in the school environment. Words or messages that are so offensive to any individual or group as to create an immediate reaction disruptive to the orderly operation of the school or school activities are prohibited. • Headcover of any type: caps, hats, hoods, or bandanas. **(unless approved on dress up/spirit days)** Religious headwear is the only exception.
- Hair styles, dress, and accessories that pose a safety hazard are not permitted in the shop, laboratories, or during physical education.
- Pierced jewelry that presents a safety hazard, spiked apparel, spike accessories, animal collars, or chains that can be used as weapons are prohibited. • Student dress (including accessories) may not advertise, promote, or picture alcoholic beverages or names, illegal drugs, drug paraphernalia, tobacco ads, sexual innuendo, profane language, vulgar statements, gang or satanic symbols, hate messages, death, suicide, violent behavior, or other inappropriate images.
- Thick/bulky jackets, coats, or other types of outdoor apparel such as sunglasses are not allowed to be worn in the building except when arriving or leaving; they are to remain in the students' lockers at all times.
- Clothing with holes, rips, tears, above mid-thigh, and clothing that is otherwise poorly fitting, showing skin and/or undergarments may not be worn at school.

New Berlin staff will address non-compliance with the Dress for Success Norms in a respectful and professional manner; our intent is not to shame individual students for their wardrobe choices. We would expect that no student should need to be asked more than once, in one year, to adjust their attire to meet the norms. If a student needs to be asked more than once it becomes an issue of disrespect rather than an issue about dress. (1<sup>st</sup> offense-Warning, 2<sup>nd</sup> offense-Lunch Detention, 3<sup>rd</sup> Offense-ASD)

We appreciate parent and student cooperation in our efforts to make our Dress for Success Norms and their enforcement fair, balanced, and gender-neutral. If there is any doubt about dress and appearance, the building principal will make the final decision.

Cross Reference: PRESS 7:160, *Student Appearance*

### STUDENT DISCIPLINE (6.30)

### PROHIBITED STUDENT CONDUCT

Students may be disciplined for varying levels of Misconduct for infractions including but not limited to the following:

1. Using, possessing, distributing, purchasing, selling or offering for sale tobacco or nicotine materials, including electronic cigarettes, e-cigarettes, vapes, vape pens or other vaping related products.
2. Using, possessing, distributing, purchasing, or selling 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, selling or offering for sale:
  - a. Any illegal drug, controlled substance, or cannabis (including marijuana, medical cannabis and hashish).
  - 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 drug when not prescribed for the student by a physician or licensed practitioner, or when used in a manner inconsistent with the prescription or prescribing physician's or licensed practitioner's instructions. The use or possession of medical cannabis, even by a student for whom medical cannabis has been prescribed, is prohibited.
  - e. 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.
  - f. "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.
  - g. 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.
  - h. 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 a tablet or powdered form.

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 have the prohibited substance, as applicable, in their possession.

4. Using, possessing, controlling or transferring a "weapon" or violating the procedures listed below under the Weapons Prohibition section of this handbook procedure.
5. Using a cellular telephone, smartphone, video recording device, or similar electronic device 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, or otherwise violate student conduct rules. Prohibited conduct specifically includes, without limitation, creating and sending, sharing, viewing, receiving or possessing an indecent visual depiction of oneself or another person through the use of a computer, electronic communication device or cellular telephone, commonly known as "sexting." Unless otherwise banned under this policy or by the building principal, all cellular phones, smartphones and other electronic devices must be kept powered-off and out-of-sight during the regular school day unless: (a) the supervising teacher grants permission; (b) use of the device is provided in a student's individualized education program (IEP); (c) it is used during the student's lunch period; or (d) 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 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 and wrongfully obtaining test copies or scores.
9. Engaging in bullying, hazing or any kind of aggressive behavior that does physical or psychological harm to a staff person or another student or encouraging other students to engage in such behavior. 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. Engaging in teen dating violence.
12. Causing or attempting to cause damage to, stealing, or attempting to steal, 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 (calling 9-1-1); 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.
16. Being involved with any public school fraternity, sorority, or secret society.
17. Being involved in a gang or engaging in gang-like 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. 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.
20. 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.
21. Operating an unarmed aircraft system (UAS) or drone for any purpose on school grounds or at any school event unless granted permission by the building principal.

For purposes of these rules, 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; (d) at any location on school property or at a school-sponsored event; or (e) in the case of drugs and alcohol, substances ingested by the person. 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.

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.

#### WHEN AND WHERE SCHOOL CONDUCT RULES APPLY

The grounds for disciplinary action also apply 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.
5. During Periods of Remote Learning.

#### 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 of school voluntarily due to behavioral or academic difficulties. Potential disciplinary measures include, without limitation, any of the following measures (not necessarily in the following order):

- Notifying parents/guardians.
- Disciplinary conference.
- Withholding of privileges.
- Temporary removal from the classroom.
- Return of property or restitution for lost, stolen or damaged property.
- Directed Study Room

- After-school study or Saturday study provided the student's parent/guardian has been notified. (If transportation arrangements cannot be made in advance, an alternative disciplinary measure will be assigned to the student.)
- Community service.
- Seizure of contraband; confiscation and temporary retention of the personal property that was used to violate school rules.
- Suspension of bus riding privileges.
- Suspension from school and all school activities for up to 10 days. A suspended student is prohibited from being on school grounds.
- Expulsion from school and all school activities for a definite time period not to exceed 2 calendar years. An expelled student is prohibited from being on school grounds. • Transfer to an alternative program if the student is expelled or otherwise qualifies for transfer under State law.
- Notifying juvenile authorities or other law enforcement whenever the conduct involves criminal activity, such as, 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.

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 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 or expulsion.

### DISCIPLINARY INFRACTIONS AND CONSEQUENCES

Appropriate disciplinary action will be taken when students do not follow expectations for conduct. School rules apply at all school activities, even when they occur outside the regular school day or away from school grounds at any type of school sponsored trip. The principal shall take into consideration the age of the student and the discipline history when determining consequences. The principal may determine a more stringent consequence after considering all circumstances of a situation.

Student misconduct falls into three categories: Minor, MAJOR, or GROSS Misconduct. Progressive discipline steps are designed to discourage students from making decisions that negatively impact themselves and others and are set up to respond to student misbehavior on a graduated basis based on both frequency and severity.

#### EXAMPLES OF MISCONDUCT

Minor Misconduct	Major Misconduct	Gross Misconduct
<ul style="list-style-type: none"> <li>• Tardy to Class</li> <li>• Failure to Complete Homework</li> <li>• Talking in Class</li> <li>• Dress Code Violations</li> <li>• Defacing School/Private Property</li> <li>• Public Display of Affection</li> <li>• Refusal to Work</li> <li>• Throwing/Projecting Objects</li> <li>• Disruption of School Setting</li> <li>• Use of Inappropriate Language (verbal or written)</li> <li>• Electronic Device Violation</li> <li>• Disrespect</li> <li>• Out of Bounds</li> <li>• Pranks/Practical Jokes</li> <li>• Bus Misconduct</li> <li>• Computer Violation</li> </ul> <p><b>*After-School Detentions for tardies and/or failure to complete homework will result in a loss of cell phone privileges for the remainder of the semester. Student will begin with clean slate at the beginning of a new semester.</b></p>	<ul style="list-style-type: none"> <li>• Truancy</li> <li>• Harassment/Bullying/or Threats</li> <li>• Profanity/Inappropriate Language (verbal or written)</li> <li>• Defacing School/Private Property</li> <li>• Theft</li> <li>• Possession of Smoking Materials</li> <li>• Out of Bounds/Leaving School Property</li> <li>• Cheating/Academic Dishonesty/Misrepresentation of Truth/Forgery</li> <li>• Gang, Drug, or Alcohol related dress, drawings, or gestures Disruption of School Setting</li> <li>• Insubordination</li> <li>• Computer Violation</li> <li>• Unacceptable use of Network</li> <li>• Pranks/Practical Jokes</li> <li>• Encouraging a Fight</li> <li>• Bus Misconduct</li> <li>• <b>Repeated Minor Misconduct Offenses</b></li> </ul> <p><b>*3<sup>rd</sup> offense for cell phone violation will result in loss of privileges for the remainder of the semester.</b></p>	<ul style="list-style-type: none"> <li>• Verbal assault or threats to harm faculty, staff, or students</li> <li>• Physical aggression (fighting) resulting in harm to faculty, staff, students, or destruction of property</li> <li>• Theft</li> <li>• Setting a fire or use of any types of explosives</li> <li>• Use of tobacco (all types)</li> <li>• Possession, Use of Alcohol, Drugs or Drug Paraphernalia, Under the Influence of Alcohol or Drugs • Sale of Alcohol, Drugs, or Drug Paraphernalia • Unapproved Organizations - Gangs</li> <li>• False Fire Alarm / Bomb Threat</li> <li>• Extortion</li> <li>• Possession and/or use of Weapons</li> <li>• Vandalism and/or destruction of school property.</li> <li>• Cheating</li> <li>• Disruption of School Setting</li> <li>• Bus Misconduct</li> <li>• Gross Misconduct</li> <li>• <b>Repeated Minor/Major Misconduct</b></li> </ul>

#### RESPONSES TO MINOR MISCONDUCT (Step 1 & 2)

##### Step #1 Classroom Interventions

Each teacher will have a list of classroom rules, which will be presented, posted, and distributed the first week of school/quarter/trimester, then reviewed throughout the school year.	<ol style="list-style-type: none"> <li>1. Rule Presentation and Posting</li> <li>2. Verbal Warning</li> <li>3. Proximity Control</li> <li>4. Selected Seating</li> <li>5. Other Logical Consequences</li> </ol>
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##### Step #2 Disciplinary Report(s)/Referral to Administration

Each teacher will have a list of classroom rules, which will be presented, posted, and distributed the first week of school/quarter/trimester, then reviewed throughout the school year.	<ol style="list-style-type: none"> <li>1. Verbal Reprimand/Warning</li> <li>2. Removal from Classroom</li> <li>3. Detention (HW/Lunch or After School)</li> <li>4. Saturday Detention</li> <li>5. Directed Study Room/Alternative Classroom Setting -# of days based on severity of misconduct</li> </ol>
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#### RESPONSES TO MAJOR MISCONDUCT

Each teacher will have a list of classroom rules, which will be presented, posted, and distributed the first week of school/quarter/trimester, then reviewed throughout the school year.	<ol style="list-style-type: none"> <li>1. Removal from Classroom</li> <li>2. Detention (After School)</li> <li>3. Saturday Detention</li> <li>4. Directed Study Room/Alternative Classroom Setting - # of days based on severity of misconduct</li> </ol>
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## RESPONSES TO GROSS MISCONDUCT

Suspensions, expulsions and disciplinary removals to alternative

schools will only be used if other appropriate and available behavior

and disciplinary interventions have been exhausted and a determination

has been made that the student's continuing presence would pose a

threat to safety and other students, staff, or members of the school

1. Directed Study Room/Alternative Classroom Setting- #of days based on severity of misconduct

2. Removal from the school setting for a period of 1-3 Days

3. Removal from the school setting for a period of 4-10 Day

4. Recommendation for Expulsion

5. Police may be notified

community; or substantially disrupt, impede, or interfere with the

operation of the school. Such determinations will be made on a case by

case basis. School officials shall make all reasonable efforts to resolve

such threats, address such disruptions, and minimize the length of

student exclusions to the greatest extent possible.

**Any and all other conduct that is prohibited by Board policy or the discipline code shall be addressed and appropriate consequences given.**

### CORRECTIVE MEASURES

#### WARNING

When appropriate, staff will give a verbal warning to a student the first time an inappropriate behavior occurs indicating to the student that a reoccurrence of the behavior will result in the issue of a detention.

#### OFFICE REFERRALS

An office referral is a notice from the teacher that the action is so disruptive as to require teacher intervention beyond a warning to stop and is significant to the extent that the action violates specific stated expectations as outlined in the section titled "Disciplinary Actions". An Office Referral may include the student being sent from the room to the office in order for the teacher to maintain an appropriate learning environment. Consequences will be given according to the handbook policies.

Parental notification for disciplinary action will also be made by mail and, when possible, by email/phone. Depending on the severity of the offense, parent conferences may be requested. Law enforcement authorities may be notified in all incidents where criminal activity is indicated. Restitution will be required in cases where property is damaged or missing. **SEVERE CLAUSE** Staff will issue an immediate disciplinary report to the office for any student who exhibits behavior of a totally unacceptable and disruptive nature to the learning environment. Consequences as per the handbook will be applied. Parental notification for disciplinary action will also be made by mail and, when possible, by email/phone. Depending on the severity of the offense, parent conferences may be requested. Law enforcement authorities may be notified in all incidents where criminal activity is indicated. Restitution will be required in cases where property is damaged or missing.

#### DETENTION

Parents must be notified before a student serves detention. If the student rides a bus, the student and parent shall be given one-day advance notice of the detention. Detention is offered on Tuesday, Wednesday, Thursday, and Saturday. Weekday evening detentions will begin at 3:30 PM and conclude at 4:30 PM. Saturday detentions will be served from 8:00 to 10:00 AM. Students in detention are responsible for their own transportation. If a scheduled detention of any type is not served, or if the student is tardy to detention, it doubles. If a student fails to serve a rescheduled detention, he/she will be assigned to DSR for at least 1 day. Unless otherwise noted, any second or subsequent offense will result in a higher consequence level as deemed appropriate by school administration. Violations of some expected behaviors will result in the potential loss of privileges. Students may appeal the assignment of a detention with a verbal or written request to the principal. Appeals should be held from 8:10 to 8:25 AM or from 3:20 to 3:45 PM on school days and made within 2 days of receiving the notice. **An automated email will be sent to parents when Office Referrals are written.**

#### GUIDELINES FOR DETENTION:

1. Detentions may be issued to students in accordance with our disciplinary guidelines. Students will be assigned to the next scheduled Tuesday, Wednesday, Thursday or Saturday detention and will be notified of the date and place.
2. Students are to arrive at detentions on time. Students arriving late will have additional time assigned and will be turned away.
3. For detentions lasting more than one hour students will have a restroom break lasting 5 minutes between each hour.
4. Students must bring school assignments and school books with them. No magazines will be allowed. No drawing or doodling will be permitted. Students must be actively engaged in schoolwork.
5. No talking is allowed.
6. Students may not sleep or put their heads down on their desks.
7. No candy, food or drinks are allowed.
8. Students will have assigned seating.
9. If the guidelines are not followed, students will be warned once. Problems after that will result in dismissal from that detention session with additional consequences.
10. Students who miss Saturday detentions or who are removed from Saturday detentions will receive an in-school suspension.
11. Students are to be picked up promptly after detention. Students are responsible to make arrangements for rides home ahead of time and should not expect to use the school phone for obtaining rides.
12. No electronic devices or cellular telephones may be utilized during detention.
13. Only students assigned to detention will be allowed.

#### EXCLUSION FROM CLASS

Teachers have the authority to exclude from class students who are disruptive, discourteous, disrespectful, or who interfere with the educational process. Students may be excluded from class for one (1) day per incident. Failure to report to the office shall be considered insubordination and appropriate disciplinary action shall be taken. Students who are removed from class will receive zeroes for grades taken during that time.

#### DIRECTED STUDY ROOM

Students placed in Directed Study Room (formerly known as in-school suspension) will report to the office in the morning. Students will be segregated from the student population for the entirety of the school day. Students will be allowed to make up homework and quizzes/tests. Students will forfeit participation points and points for in-class activities for that day. Students on in-school detention will not be allowed to participate in extracurricular activities for the day they are on in-school detention. This would be considered an unexcused absence from extracurricular activities.

#### SUSPENSION – OUT OF SCHOOL

Students placed on out-of-school suspension must not appear on school property, nor attend any school activity in which CUSD #16 is participating, until the suspension has been completed. Students will be permitted to make up all missed work, including homework and tests, for equivalent academic credit. **Out-of-school suspensions will be counted as unexcused absences. Students will receive full credit for assignments turned in upon the first day back from suspension.** Failure to abide by the above rules will cause additional out-of-school suspension time to be assigned. Repeated suspensions may result in a recommendation for expulsion. Parents will be notified of out-of-school suspensions by telephone or by mail.

The school is required to make all reasonable efforts to resolve threats or disruptions and minimize the length of out-of-school suspensions. The following behavioral and disciplinary interventions have been exhausted. (*List all behavioral and disciplinary interventions and resources previously utilized to address the student's behavior or indicate if there are no appropriate and available interventions and resources; e.g., any previous correspondence with parents or guardians about the behavior, check-in/check-out, functional behavioral analysis (FBA), behavioral improvement plan (BIP), social academic instructional group (SAIG), in-school suspension, out-of-school suspension and/or other interventions and resources.*)

If you would like to discuss or appeal any aspect of suspension with the principal, assistant principal, or teachers please schedule a conference by contacting the principal. If the appeal is not satisfactory, the Illinois State School Code, Chapter 122 Section 10-22.6, provides for parents/guardians or suspended students an opportunity to appear before the school board for a review of the suspension. Please contact the district secretary to appeal an out-of-school suspension in order to appear before the Board of Education.

#### RE-ENGAGEMENT OF RETURNING STUDENTS

The building principal or designee shall meet with a student returning to school from an out-of-school suspension, expulsion or alternative school setting. The goal of this meeting shall be to support the student's ability to be successful in school following a period of exclusion and shall include an opportunity for students who have been suspended to complete or make-up missed work for equivalent academic credit.

#### EXPULSION

Expulsion is the total separation of a student from school. This action must be made by the Board of Education. Expulsion is the final alternative in attempting to correct a problem. Parents will be notified of the procedure and their rights in expulsion proceedings. Expulsion may be justified in any of the following:

- a. A single serious violation of a school rule.
- b. The continuous violation of established school rules, interference with the educational process, or disregard for authority.
- c. The endangerment of the health, safety, or welfare of students, faculty, or other school personnel.
- d. Any of the episodes listed in other sections of the handbook that would call for expulsion.

#### Isolated Time Out, Time Out and Physical Restraint

Isolated time out, time out, and physical restraint shall only be used if the student's behavior presents an imminent danger of serious physical harm to the student or others and other less restrictive and intrusive measures were tried and proven ineffective in stopping it. The school may not use isolated time out, time out, and physical restraint as discipline or punishment, convenience for staff, retaliation, a substitute for appropriate educational or behavioral support, a routine safety matter, or to prevent property damage in the absence of imminent danger of serious physical harm to the student or others. **The use of prone restraint is prohibited.**

#### CORPORAL PUNISHMENT

Corporal punishment is illegal and will not be used. Corporal punishment is defined as slapping, padding, 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.

#### WEAPONS PROHIBITION

A student who is determined to have brought one of the following objects to school, any school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school shall be expelled for a period of not less than one year but not more than 2 calendar years:

1. A firearm, meaning any gun, rifle, shotgun, weapon as defined by Section 921 of Title 18 of the United States Code, firearm as defined in Section 1.1 of the Firearm Owners Identification Card Act, or firearm as defined in Section 24-1 of the Criminal Code of 1961. The expulsion period may be modified by the superintendent, and the superintendent's determination may be modified by the board on a case-by-case basis.
2. A knife, brass knuckles or other knuckle weapon regardless of its composition, a billy club, or any other object if used or attempted to be used to cause bodily harm, including "look alikes" of any firearm as defined above.

The expulsion requirement may be modified by the superintendent, and the superintendent's determination may be modified by the board on a case-by-case basis.

#### GANG & GANG RELATED ACTIVITY

"Gang" is defined as any group, club or organization of two or more persons whose purposes include the commission of illegal acts. No student on or about school property or at any school activity or whenever the student's conduct is reasonably related to a school activity, shall: (1) wear, possess, use, distribute, display, or sell any clothing, jewelry, paraphernalia or other items which reasonably could be regarded as gang symbols; commit any act or omission, or use either verbal or non-verbal gestures, or handshakes showing membership or affiliation in a gang; or (2) use any speech or commit any act or omission in furtherance of the interest of any gang or gang activity, including, but not limited to, soliciting others for membership in any gangs; (3) request any person to pay protection or otherwise intimidate, harass or threaten any person; (4) commit any other illegal act or other violation of district policies, (5) or incite other students to act with physical violence upon any other person.

Cross-references: PRESS 7:190, *Student Discipline*, PRESS 7:190-AP2, *Gang Activity Prohibited*

#### PREVENTION OF AND RESPONSE TO BULLYING, INTIMIDATION, AND HARASSMENT (6.40)

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 to school goals.

The purpose of this Plan is to be consistent with the requirements of 105 ILCS 5/27-23.7(b) 1-12 and Board Policy on bullying prevention. The District's goal is to provide students with a safe learning environment free of bullying and harassment.

Bullying on the basis of actual or perceived race, color, natural origin, immigration 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 parent 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 educator 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 non-school-related location, activity, function, or program or from the use of technology or an electronic device that is not owned, leased, or used by the school district or school if the bullying causes a substantial disruption to the educational process or orderly operation of a school. Bullying includes cyber-bullying (bullying through the use of technology or any electronic communication) 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.

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

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.

Students are encouraged to immediately report bullying. A report may be made orally or in writing to the district complaint manager or any staff member with whom the student is comfortable speaking. Anyone, including staff members and parents/guardians, who has information about actual or threatened bullying is encouraged to report it to the district complaint manager or any staff member. Anonymous reports are also accepted by phone call or in writing.

<b>Nondiscrimination Coordinator:</b> Junior High School Director of Student Services	<b>Complaint Manager:</b> Junior High School Principal
300 Ellis Street	300 Ellis Street
New Berlin, IL 62670	New Berlin, IL 62670
217-488-6012 ext 222	217-488-6012 ext 240

A reprisal or retaliation against any person who reports an act of bullying is prohibited. A student's act of reprisal or retaliation will be treated as bullying for purposes of determining any consequences or other appropriate remedial actions. A student will not be punished for reporting bullying or supplying information, even if the school's investigation concludes that no bullying occurred. However, knowingly making a false accusation or providing knowingly false information will be treated as bullying for purposes of determining any consequences or other appropriate remedial actions.

A student will not be punished for reporting bullying or supplying information, even if the school's investigation concludes that no bullying occurred. However, knowingly making a false accusation or providing knowingly false information will be treated as bullying for purposes of determining any consequences or other appropriate remedial actions. Cross-references: PRESS 7:20, *Harassment of Students Prohibited*, PRESS 7:180, *Prevention of and Response to Bullying, Intimidation and Harassment*, PRESS 7:190, *Student Discipline*, PRESS 2:260, *Uniform Grievance Procedure*

**SEXUAL HARASSMENT & TEEN DATING VIOLENCE PROHIBITED (6.45)**

Sexual harassment of students is prohibited. New Berlin Schools believes that a school environment where sexual harassment is tolerated fosters disrespect, interferes with a student's opportunity to learn, and creates an intimidating, hostile learning environment. Accordingly, our schools shall not tolerate sexual harassment of students by other students, or by employees of Community Unit School District #16. Students will receive instruction about recognizing, avoiding, and reporting sexual abuse.

A person who engages in sexual harassment whenever he or she makes sexual advances, request sexual favors, and/or engages in other verbal or physical conduct, including sexual violence, of a sexual or sex-based nature, imposed on the basis of sex that:

1. Denies or limits the provision of educational aid, benefits, services, or treatment; or that makes such conduct a condition of a student's academic status; or
2. Has the purpose or effect of:
  - a. Substantially interfering with a student's educational environment;
  - b. Creating an intimidating, hostile, or offensive educational environment;
  - c. Depriving a student of educational aid, benefits, services, or treatment; or
  - d. Making submission to or rejection of such conduct the basis for academic decisions affecting a student.

The terms intimidating, hostile, and offensive include conduct that has the effect of humiliation, embarrassment, or discomfort. Examples of sexual harassment include touching, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, and spreading rumors related to a person's alleged sexual activities. The term sexual violence includes a number of different acts. Examples of sexual violence include, but are not limited to, rape, sexual assault, sexual battery, sexual abuse, and sexual coercion. No person, including a school or school 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 the 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.

**Awareness and Prevention of Child Sexual Abuse, Grooming Behaviors, and Boundary Violations**

Child sexual abuse, grooming behaviors, and boundary violations harm students, their parent/guardian, the District's environment, its school communities, and the community at large, while diminishing a student's ability to learn.

**Warning Signs of Child Sexual Abuse**

Physical signs:

- Sexually transmitted infections (STIs) or other genital infections
- Signs of trauma to the genital area, such as unexplained bleeding, bruising, or blood on the sheets, underwear, or other clothing
- Unusual weight gain or loss

Behavioral signs:

- Excessive talk about or knowledge of sexual topics
- Keeping secrets
- Not talking as much as usual
- Not wanting to be left alone with certain people or being afraid to be away from primary caregivers
- Regressive behaviors or resuming behaviors that the child had grown out of, such as thumb sucking or bedwetting
- Overly compliant behavior
- Sexual behavior that is inappropriate for the child's age
- Spending an unusual amount of time alone
- Trying to avoid removing clothing to change or bathe

Emotional signs:

- Change in eating habits or unhealthy eating patterns, like loss of appetite or excessive eating
- Signs of depression, such as persistent sadness, lack of energy, changes in sleep or appetite, withdrawing from normal activities, or feeling "down"
- Change in mood or personality, such as increased aggression
- Decrease in confidence or self-image
- Anxiety, excessive worry, or fearfulness
- Increase in unexplained health problems such as stomach aches and headaches
- Loss or decrease in interest in school, activities, and friends
- Nightmares or fear of being alone at night
- Self-harming behaviors or expressing thoughts of suicide or suicidal behavior
- Failing grades
- Drug or alcohol use

### Warning Signs of Grooming Behaviors

School and District employees are expected to maintain professional and appropriate relationships with students based upon students' ages, grade levels, and developmental levels. Prohibited grooming is defined as (i) any act, including but not limited to, any verbal, nonverbal, written, or electronic communication or physical activity, (ii) by an employee with direct contact with a student, (iii) that is directed toward or with a student to establish a romantic or sexual relationship with the student. Examples of grooming behaviors include, but are not limited to, the following behaviors:

- Sexual or romantic invitations to a student
- Dating or soliciting a date from a student
- Engaging in sexualized or romantic dialog with a student
- Making sexually suggestive comments that are directed toward or with a student
- Self-disclosure or physical exposure of a sexual, romantic, or erotic nature
- Sexual, indecent, romantic, or erotic contact with a student
- Failing to respect boundaries or listening when a student says "no"
- Engaging in touching that a student or student's parents/guardians have indicated is unwanted
- Trying to be a student's friend rather than filling an adult role in the student's life
- Failing to maintain age-appropriate relationships with students
- Talking with students about personal problems or relationships
- Spending time alone with a student outside of their role in the student's life or making up excuses to be alone with a student
- Expressing unusual interest in a student's sexual development, such as commenting on sexual characteristics or sexualizing normal behaviors
- Giving a student gifts without occasion or reason
- Spending a lot of time with a student
- Restricting a student's access to other adults

### Warning Signs of Boundary Violations

School and District employees breach employee-student boundaries when they misuse their position of power over a student in a way that compromises the student's health, safety, or general welfare. Examples of boundary violations include:

- Favoring a certain student by inviting the student to "hang out" or by granting special privileges
- Engaging in peer-like behavior with a student
- Discussing personal issues with a student
- Meeting with a student off-campus without parent/guardian knowledge and/or permission
- Dating, requesting, or participating in a private meeting with a student (in person or virtually) outside of a professional role
- Transporting a student in a school or private vehicle without administrative authorization
- Giving gifts, money, or treats to an individual student
- Sending a student on personal errands
- Intervening in a serious student problem instead of referring the student to an appropriately trained professional
- Sexual or romantic invitations toward or from a student
- Taking and using photos/videos of students for non-educational purposes
- Initiating or extending contact with a student beyond the school day in a one-on-one or non-group setting
- Inviting a student to an employee's home
- Adding a student on personal social networking sites as contacts when unrelated to a legitimate educational purpose
- Privately messaging a student
- Maintaining intense eye contact with a student
- Making comments about a student's physical attributes, including excessively flattering comments
- Engaging in sexualized or romantic dialog
- Making sexually suggestive comments directed toward or with a student
- Disclosing confidential information
- Self-disclosure of a sexual, romantic, or erotic nature
- Full frontal hugs
- Invading personal space

If you believe you are a victim of child sexual abuse, grooming behaviors, or boundary violations, or you believe that your child is a victim, you should immediately contact the Building Principal, a school counselor, or another trusted adult employee of the School.

Additional Resources include:

National Sexual Assault Hotline at 800.656.HOPE (4673)

National Sexual Abuse Chatline at [online.rainn.org](http://online.rainn.org)

Illinois Department of Children and Family Services Hotline at 1.800.25.ABUSE (2873)

#### Cross Reference:

PRESS 4:165, Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors

PRESS 5:120-AP2, Employee Conduct Standards

PRESS 5:120-AP2.E, Expectations and Guidelines for Employee-Student Boundaries

### TEEN DATING VIOLENCE PROHIBITED

Engaging in teen dating violence that takes place at school, on school property, at-school sponsored activities, or in vehicles used for school-provided transportation is strictly prohibited. For purposes of this policy, the term *teen dating* violence occurs whenever a student who is 13 to 19 years of age uses or threatens to use physical, mental, or emotional abuse to control an individual in the dating relationship; or uses or threatens to use sexual violence in the relationship.

#### MAKING A COMPLAINT: ENFORCEMENT

A student who feels he/she is being sexually harassed is encouraged to bring the complaint to the attention of Principal. If the Principal is allegedly involved in the harassment, the complaint should be taken to the Superintendent. Such report shall be made in writing, detailing the specifics of the charges. The Principal will investigate the report and determine a resolution of the case including any necessary and/or appropriate disciplinary action. Complaints will be kept confidential to the extent possible given the need to investigate. Students who make good faith complaints will not be disciplined. Any person making a knowingly false accusation regarding prohibited conduct will likewise be subject to discipline.

If the student is dissatisfied with the decision of the Principal, the matter may be appealed in writing to the Superintendent. If the student is dissatisfied with the decision of the Superintendent, the matter may be appealed in writing to the Community Unit #16 School Board President.

Cross-references: PRESS 7:20, Harassment of Students Prohibited, PRESS 7:185, Teen Dating Violence Prohibited

### CAFETERIA RULES (6.50)

- Students shall not save seats for other students.
- Students shall walk to lunch and shall be orderly and quiet during lunch.
- Trays shall be stacked neatly after placing silverware in its proper container. No food shall leave the cafeteria.

- Loud talking, yelling, screaming, and other disruptions are prohibited.
- Students shall not throw food, milk cartons or other items.
- Students shall not trade food.
- Students shall follow the instructions of the lunchroom aides and show proper respect toward all cafeteria personnel.
- Students shall remain seated while in the cafeteria except to return to the lunch line or return trays.
- Students shall immediately become silent when staff or presenters make announcements in the cafeteria.
- Students shall report spills and broken containers to cafeteria staff immediately.
- Students shall be dismissed from the cafeteria by the lunchroom supervisor.

Misbehavior will result in disciplinary action according to the school's disciplinary procedures.

#### FIELD TRIPS (6.60)

Field trips are a privilege for students. Students must abide by all school policies during transportation and during field-trip activities, and shall treat all field trip locations as though they are school grounds. Failure to abide by school rules and/or location rules during a field trip may subject the student to discipline.

All students who wish to attend a field trip must receive written permission from a parent or guardian with authority to give permission. Students may be prohibited from attending field trips for any of the following reasons:

- Failure to receive appropriate permission from parent/guardian or teacher;
- Failure to complete appropriate coursework;
- Behavioral or safety concerns;
- Denial of permission from administration;
- Other reasons as determined by the school.

Those students who misbehave may be excluded from participating in future trips. Students who are not permitted to go on field trips will be provided with school work that will only be permitted to be completed on that day. Completion of this work can only benefit the student's grade.

Parents are not allowed to transport children to and/or from a field trip. By law, all students must ride school transportation.

Cross-references: PRESS 6:240, *Field Trips*, PRESS 6:240-AP, *Field Trip Guidelines*

#### Positive Behavioral Interventions and Supports (PBIS)

New Berlin Junior High wants to promote positive behavior by rewarding those students who consistently make good choices with quarterly field trips. Quarterly field trip destinations are set each year.

PBIS Characteristics: Polite, Responsible, Inclusive, Determined, Engaged. Students will receive Pride Points throughout each quarter when staff members see students meeting our PBIS expectations. When a student receives a Pride Point, they become eligible to attend the Quarter Trips. They can also deposit their points to use in the Pride Store the opens at the end of each quarter.

Cross-references: PRESS 7:140, *Search and Seizure*, PRESS 7:190-AP7,E1 *Letter to Parents/Guardians Regarding the Right to Privacy in the School Setting*

#### ELECTRONIC DEVICES/TECHNOLOGY/CELL PHONES (6.80)

The use of electronic devices and other technology at school is a **privilege**, not a right that may be revoked at any time. Students are prohibited from using electronic devices, except as provided herein. An electronic device includes, but is not limited to, the following: cell phone, smart phone, audio or video recording device, personal digital assistant (PDA), ipod®, ipad®, laptop computer, tablet computer or other similar electronic device. Pocket pagers and other paging devices are not allowed on school property at any time, except with the express permission of the building principal.

During instructional time, electronic devices must be kept powered-off and out-of-sight unless: (a) permission is granted by an administrator, teacher or school staff member; (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. Students are allowed to use electronic devices during non-instructional time, which is defined as before and after school, during the student's lunch period and during pass periods. Electronic devices may never be used in any manner that disrupts the educational environment, violates student conduct rules or violates the rights of others. This includes, but is not limited to, the following: (1) using the device to take photographs and/or videos at school or on the school bus (to include any type of social media posts); (2) cheating; and (3) creating, sending, sharing, viewing, receiving, or possessing an indecent visual depiction or non-consensual dissemination of private images. The school and school district are not responsible for the loss, theft or damage to any electronic device brought to school. Students who are sick should see the nurse and should NOT contact parents prior to being evaluated by the nurse/office. Any violation of this policy will result in a loss of privilege. In this case students will be responsible to check their phone into the office prior to the start of the school day each day during the time frame they have lost privileges. Failure to do so will be treated as insubordination. Additionally, **students who accumulate their sixth tardy and beyond will lose their cell phone privileges at school.**

School officials may conduct an investigation or require a student to cooperate in an investigation if there is specific information about activity on the student's account on a social networking website that violates a school disciplinary rule or policy. In the course of an investigation, the student may be required to share the content that is reported in order to allow school officials to make a factual determination. Students in violation of this procedure are subject to discipline consequences.

##### Non-Compliance with Electronic Device Policy

Students in violation of this procedure are subject to the following consequences:

**1<sup>st</sup> Offense** – The device will be confiscated by school personnel. The student will receive the device back at the end of the day in the school office.

**2<sup>nd</sup> Offense** – The device will be confiscated. The student's parent/guardian will be notified and required to pick up the device in the school office.

**3<sup>rd</sup> and subsequent offenses** – The device will be confiscated. The student's parent/guardian will be notified and required to pick up the device in the school office. Additionally, the student will be prohibited from bringing the device to school for the remainder of the school year. If the student is found in possession of the device, the student will also face consequences for insubordination.

Cross-references: PRESS 7:190-AP5, *Student Handbook, Electronic Devices*

#### Appeal Process

When a student is disciplined, according to the terms of this policy, parents/guardians will be notified about the disciplinary action. Students and their parents/guardians are entitled to an appeal of disciplinary action. Such appeals should be directed to the Principal.

## Chapter 7: Internet, Technology, and Publications

#### INTERNET ACCEPTABLE USE (7.10)

All use of the District's electronic networks shall be consistent with the District's goal of promoting educational excellence by facilitating resource sharing, innovation, and communication. These procedures do not attempt to state all required or prohibited behavior by users. However, some specific examples are provided. The failure of any user to follow these procedures will result in the loss of privileges, disciplinary action, and/or legal action.

#### Terms and Conditions

The term electronic networks includes all of the District's technology resources, including, but not limited to:

The District's local-area and wide-area networks, including wireless networks (Wi-Fi), District-provided Wi-Fi hotspots, and any District servers or other networking infrastructure;

Access to the Internet or other online resources via the District's networking infrastructure or to any District-issued online account from any computer or device, regardless of location; District-owned and District-issued computers, laptops, tablets, phones, or similar devices.

#### **Acceptable Use**

Access to the District's electronic networks must be: (a) for the purpose of education or research, and be consistent with the District's educational objectives, or (b) for legitimate business use.

#### **Privileges**

Use of the District's electronic networks is a privilege, not a right, and inappropriate use may result in a cancellation of those privileges, disciplinary action, and/or appropriate legal action. The system administrator or Building Principal will make all decisions regarding whether or not a user has violated these procedures and may deny, revoke, or suspend access at any time. His or her decision is final.

#### **Unacceptable Use**

The user is responsible for his or her actions and activities involving the electronic networks. Some examples of unacceptable uses are:

Using the electronic networks for any illegal activity, including violation of copyright or other intellectual property rights or contracts, or transmitting any material in violation of any State or federal law;

Using the electronic networks to engage in conduct prohibited by board policy;

Unauthorized downloading of software or other files, regardless of whether it is copyrighted or scanned for malware;

Unauthorized use of personal removable media devices (such as flash or thumb drives);

Downloading of copyrighted material for other than personal use;

Using the electronic networks for private financial or commercial gain;

Wastefully using resources, such as file space;

Hacking or attempting to hack or gain unauthorized access to files, accounts, resources, or entities by any means;

Infringing the privacy of individuals, including the unauthorized disclosure, dissemination, and use of information about anyone that is of a personal nature, such as a photograph or video;

Using another user's account or password;

Disclosing any network or account password (including your own) to any other person, unless requested by the system administrator;

Posting or sending material authored or created by another without his/her consent;

Posting or sending anonymous messages;

Creating or forwarding chain letters, spam, or other unsolicited messages;

Using the electronic networks for commercial or private advertising;

Accessing, sending, posting, publishing, or displaying any abusive, obscene, profane, sexual, threatening, harassing, illegal, or knowingly false material;

Misrepresenting the user's identity or the identity of others; and

Using the electronic networks while access privileges are suspended or revoked.

#### **Network Etiquette**

The user is expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:

Be polite. Do not become abusive in messages to others.

Use appropriate language. Do not swear, or use vulgarities or any other inappropriate language.

Do not reveal personal information, including the addresses or telephone numbers, of students or colleagues.

Recognize that the District's electronic networks are not private. People who operate District technology have access to all email and other data. Messages or other evidence relating to or in support of illegal activities may be reported to the authorities.

Do not use the networks in any way that would disrupt its use by other users.

Consider all communications and information accessible via the electronic networks to be private property.

#### **No Warranties**

The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed-deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

#### **Indemnification**

By using the District's electronic networks, the user agrees to indemnify the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District relating to, or arising out of, any violation of these procedures.

#### **Security**

Network security is a high priority. If the user can identify or suspects a security problem on the network, the user must promptly notify the system administrator or Building Principal. Do not demonstrate the problem to other users. Keep user account(s) and password(s) confidential. Do not use another individual's account without written permission from that individual. Attempts to log-on to the network as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the networks.

#### **Vandalism**

Vandalism will result in cancellation of privileges and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any other network. This includes, but is not limited to, the uploading or creation of malware, such as viruses and spyware.

#### **Telephone Charges**

The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, texting or data use charges, long-distance charges, per-minute surcharges, and/or equipment or line costs.

#### **Copyright Web Publishing Rules**

Copyright law and District policy prohibit the re-publishing of text or graphics found on the Internet or on District websites or file servers/cloud storage without explicit written permission. For each re-publication (on a website or file server) of a graphic or a text file that was produced externally, there must be a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the web address of the original source.

Students engaged in producing web pages must provide library media specialists with email or hard copy permissions before the web pages are published. Printed evidence of the status of public domain documents must be provided.

The absence of a copyright notice may not be interpreted as permission to copy the materials. Only the copyright owner may provide the permission. The manager of the website displaying the material may not be considered a source of permission.

The fair use rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.

Student work may only be published if there is written permission from both the parent/guardian and student.

#### **Use of Email**

The District's email system, and its constituent software, hardware, and data files, are owned and controlled by the District. The District provides email to aid students in fulfilling their duties and responsibilities, and as an education tool.

The District reserves the right to access and disclose the contents of any account on its system, without prior notice or permission from the account's user. Unauthorized access by any student to an email account is strictly prohibited.

Each person should use the same degree of care in drafting an email message as would be put into a written memorandum or document. Nothing should be transmitted in an email message that would be inappropriate in a letter or memorandum.

Electronic messages transmitted via the District's Internet gateway carry with them an identification of the user's Internet domain. This domain is a registered name and identifies the author as being with the District. Great care should be taken, therefore, in the composition of such messages and how such messages might reflect on the name and reputation of the District. Users will be held personally responsible for the content of any and all email messages transmitted to external recipients.

Any message received from an unknown sender via the Internet, such as spam or potential phishing emails, should either be immediately deleted or forwarded to the system administrator.

Downloading any file attached to any Internet-based message is prohibited unless the user is certain of that message's authenticity and the nature of the file so transmitted. Use of the District's email system constitutes consent to these regulations.

#### Internet Safety

Internet access is limited to only those acceptable uses as detailed in these procedures. Internet safety is supported if users will not engage in unacceptable uses, as detailed in these procedures, and otherwise follow these procedures.

Staff members will supervise students while students are using District Internet access to ensure that the students abide by the Terms and Conditions for Internet access contained in these procedures.

Each District computer with Internet access has a filtering device that blocks entry to visual depictions that are: (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by the Children's Internet Protection Act and as determined by the Superintendent or designee.

The system administrator and Building Principals shall monitor student Internet access.

#### Cross Reference:

PRESS 6:235, *Access to Electronic Networks*

#### Email Etiquette

Email etiquette refers to the principles of behavior that students should use when writing and answering emails. Email etiquette is important because you want your message to be understood in a positive manner as well as taken seriously. The expectation is for students to understand the importance of having proper email etiquette. Please follow the following rules in regards to email etiquette:

- a. Format: Use proper structure and layout - clear subject, body (complete sentences, correct spelling and grammar, professional font) and salutation.
- b. Opening: Begin your email with a proper greeting.
- c. Content: Be respectful and courteous. Be clear and to the point. Remember to say please and thank you.
- d. Tone: Think about the impression the tone of your email will make.
- e. Wait period: Allow proper time for a response from your teacher (24 hours).

#### PUBLICATIONS (7.20)

A student or group of students seeking to distribute more than 10 copies of the same material on one or more days to students must comply with the following guidelines:

1. The student(s) must notify the building principal of the intent to distribute, in writing, at least 24 hours before distributing the material. No prior approval of the material is required.
2. The material may be distributed at times and locations selected by the building principal before the beginning or ending of classes at a central location inside the building.
3. The building principal may impose additional requirements whenever necessary to prevent disruption, congestion, or the perception that the material is school-endorsed.
4. Distribution must be done in an orderly and peaceful manner, and may not be coercive.
5. The distribution must be conducted in a manner that does not cause additional work for school personnel. Students who distribute material are responsible for cleaning up any materials left on school grounds.
6. Students must not distribute material that:

- a. Will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities;
- b. Violates the rights of others, including but not limited to, material that is libelous, slanderous or obscene, invades the privacy of others, or infringes on a copyright;
- c. Is socially inappropriate or inappropriate due to the students' maturity level, 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 Handbook;
- d. Is reasonably viewed as promoting illegal drug use; or
- e. Is distributed in kindergarten through eight 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
- f. Incites students to violate any Board policy.

7. A student may use the School District's Uniform Grievance Procedure to resolve a complaint.

8. Whenever these guidelines require written notification, the appropriate administrator may assist the student in preparing such notification.

A student or group of students seeking to distribute 10 or fewer copies of the same publication on one or more days to students must distribute such material at times and places and in a manner that will not cause substantial disruption of the proper and orderly operation and discipline of the school or school activities and in compliance with paragraphs 4, 5, 6, and 7. Students are prohibited from accessing and/or distributing at school any pictures, written material, or electronic material, including material from the Internet or from a blog, 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, or contains indecent and vulgar language;
4. Is primarily intended for the immediate solicitation of funds; or

The distribution of non-school-sponsored written material must 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 material is endorsed by the school district.

Cross Reference: PRESS 7:310, *Restrictions on Publications*

#### Access to Non-School Sponsored Publications

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

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, 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 the Student Handbook;
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.

**Cross Reference:**

**PRESS 7:315 Restrictions on Publications; High Schools**

7.40 Annual Notice to Parents About Educational Technology Vendors Under the Student Online Personal Protection Act (SOPPA)

School districts throughout the State of Illinois contract with different educational technology vendors for beneficial K-12 purposes such as providing personalized learning and innovative educational technologies, and increasing efficiency in school operations.

Under Illinois' Student Online Personal Protection Act, or SOPPA (105 ILCS 85/), educational technology vendors and other entities that operate Internet websites, online services, online applications, or mobile applications that are designed, marketed, and primarily used for K-12 school purposes are referred to in SOPPA as *operators*. SOPPA is intended to ensure that student data collected by operators is protected, and it requires those vendors, as well as school districts and the Ill. State Board of Education, to take a number of actions to protect online student data. Depending upon the particular educational technology being used, our District may need to collect different types of student data, which is then shared with educational technology vendors through their online sites, services, and/or applications. Under SOPPA, educational technology vendors are prohibited from selling or renting a student's information or from engaging in targeted advertising using a student's information. Such vendors may only disclose student data for K-12 school purposes and other limited purposes permitted under the law. In general terms, the types of student data that may be collected and shared include personally identifiable information (PII) about students or information that can be linked to PII about students, such as:

- Basic identifying information, including student or parent/guardian name and student or parent/guardian contact information, username/password, student ID number
- Demographic information
- Enrollment information
- Assessment data, grades, and transcripts
- Attendance and class schedule
- Academic/extracurricular activities
- Special indicators (e.g., disability information, English language learner, free/reduced meals or homeless/foster care status)
- Conduct/behavioral data
- Health information
- Food purchases
- Transportation information
- In-application performance data
- Student-generated work
- Online communications
- Application metadata and application use statistics
- Permanent and temporary school student record information

Operators may collect and use student data only for K-12 purposes, which are purposes that aid in the administration of school activities, such as:

- Instruction in the classroom or at home (including remote learning)
- Administrative activities
- Collaboration between students, school personnel, and/or parents/guardians
- Other activities that are for the use and benefit of the school district

Cross Reference:

PRESS 7:345-AP, E2, *Student Data Privacy; Notice to Parents About Educational Technology Vendors*

## Chapter 8: Search and Seizure

### SEARCH AND SEIZURE (8.10)

In order to maintain order safety and security in the schools, school authorities are authorized to conduct reasonable searches of school property and equipment, as well as of students and their personal effects. "School authorities" includes school liaison police officers.

#### School Property and Equipment as well as Personal Effects Left There by Students

School authorities may inspect and search school property and equipment owned or controlled by the school (such as, lockers, desks, and parking lots), as well as personal effects left there by a student, without notice to or the consent of the student. Students have no reasonable expectation of privacy in these places or areas or in their personal effects left there. The building principal may request the assistance of law enforcement officials to conduct inspections and searches of lockers, desks, parking lots, and other school property and equipment for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs. **Student Searches**

School authorities may search a student and/or the student's personal effects in the student's possession (such as, purses, wallets, knapsacks, book bags, lunch boxes, etc.) when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or the school or district's student rules and policies. The search will be conducted in a manner that is reasonably related to its objective of the search and not excessively intrusive in light of the student's age and sex, and the nature of the infraction. School officials may require a student to cooperate in an investigation if there is specific information about activity on the student's account on a social networking website that violates the school's disciplinary rules or school district policy. In the course of the investigation, the student may be required to share the content that is reported in order for the school to make a factual determination. School officials may not request or require a student or his or her parent/guardian to provide a password or other related account information to gain access to the student's account or profile on a social networking website.

#### Seizure of Property

If a search produces evidence that the student has violated or is violating either the law or the school or district's policies or rules, evidence may be seized and impounded by school authorities, and disciplinary action may be taken. When appropriate, evidence may be transferred to law enforcement authorities.

#### Questioning of Students Suspected of Committing Criminal Activity

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 building principal 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 a school employee (including, but not limited to, a social worker, psychologist, nurse, guidance counselor, or any other mental health professional) is present during the questioning; and (c) If practicable, make reasonable efforts to ensure that a law enforcement officer trained in promoting safe interactions and communications with youth is present during the questioning.

Cross-reference: PRESS 7:140, *Search and Seizure*

## Chapter 9: Extracurricular and Athletic Activities and Awards

### REQUIREMENTS FOR PARTICIPATION IN ATHLETIC ACTIVITIES

A student must meet all academic eligibility requirements and have the following fully executed documents on file in the school office before being allowed to participate in any athletic activity:

1. A current certificate of physical fitness issued by a licensed physician, an advanced practice nurse or physician assistant. The preferred certificate of physical fitness is the

Illinois High School Association's "Pre-Participation Physical Examination Form."

2.A permission slip to participate in the specific athletic activity signed by the student's parent/guardian.

3.Proof the student is covered by medical insurance.

4.A signed agreement by the student not to ingest or otherwise use any drugs on the IHSA's most current banned substance list (without a written prescription and medical documentation provided by a licensed physician who performed an evaluation for a legitimate medical condition) and a signed agreement by the student and the student's parent/guardian agreeing to IHSA's Performance-Enhancing Substance Testing Program.

5.A signed agreement by the student and the student's parent/guardian authorizing compliance with the School District's Extracurricular Drug and Alcohol Testing Policy; and 6.Signed documentation agreeing to comply with the School District's policies and procedures on student athletic concussions and head injuries.

#### **Modification of Athletic or Team Uniform**

Students may modify their athletic or team uniform for the purpose of modesty in clothing or attire that is in accordance with the requirements of the student's religion or the student's cultural values or modesty preferences.

#### **IESA**

Eligibility for most athletics is also governed by the rules of the IESA and, if applicable, these rules will apply in addition to this Extracurricular and Athletic Activities Code of Conduct. In the case of a conflict between IESA and this Code, the most stringent rule will be enforced.

#### **Academic Eligibility**

Selection of members or participants in extracurricular and athletic activities is at the discretion of the designated teachers, sponsors, and coaches. In order to be eligible to participate in extracurricular and athletic activities, a student must maintain an overall passing grade (60%) in all classes.

#### **Absence from School on Day of Extracurricular or Athletic Activity**

A student who is absent from school after noon is ineligible for any extracurricular or athletic activity on that day unless the absence has been approved in writing by the principal. Exceptions may be made by the designated teacher, sponsor or coach for justifiable reasons, including: 1) a pre-arranged medical absence; 2) a death in the student's family; or 3) a religious ceremony or event. A student who has been suspended from school is also suspended from participation in all extracurricular and athletic activities for the duration of the suspension. A student who is absent from school on a Friday before a Saturday event may be withheld from Saturday extracurricular or athletic activities at the sole discretion of the designated teacher, sponsor or coach.

#### **Travel**

All students must travel to extracurricular and athletic activities and return home from such activities with his or her team by use of school approved transportation. A written waiver of this rule may be issued by the teacher, sponsor or coach in charge of the extracurricular or athletic activity upon advance written request of a student's parent/guardian and provided the parent/guardian appears and accepts custody of the student. Oral requests will not be honored and oral permissions are not valid.

#### **Cross-References:**

PRESS 6:190, *Extracurricular and Co-Curricular Activities*  
PRESS 6:190-AP, *Eligibility for Participation in Extracurricular Activities*  
PRESS 7:240, *Conduct Code for Participants in Extracurricular Activities*  
PRESS 7:240-AP1, *Code of Conduct for Extracurricular Activities*  
PRESS 7:300, *Extracurricular Athletics*

#### **AWARDS**

Students will be recognized for their accomplishments throughout the school year. In addition, an awards ceremony will be held in the spring to recognize those students. Those awards might include, but are not limited to:

- Daughters of the American Revolution Award
- Top Honors Student
- High Honors Award
- Honor Roll Award
- PBIS Student(s) of the year
- Lead Conference Recipient
- Leadership
- Prestigious Pretzel (0 tardies, referrals, unexcused absences)
- Spelling Bee
- Athletics Participation

#### **NBJH CLUBS AND ORGANIZATIONS**

NBJH students are encouraged to participate in extra-curricular activities. The junior high has the following clubs and organizations:

- Student Council (must be elected)
- Yearbook
- Literary
- Library
- Superheroes and Girls on the Run

#### **CODE OF CONDUCT (9.10)**

This information can be found in our Athletic & Extracurricular Code of Conduct Policy Manual (on website).

#### **ATTENDANCE AT SCHOOL-SPONSORED DANCES (9.20)**

Attendance at school-sponsored dances is a privilege. Dances are sponsored for New Berlin Junior High students only. Visitors will not be allowed to attend any dance. All school rules, including the school's discipline and dress code are in effect during school-sponsored dances. No dances are considered formal. Students are required to remain at the dance and cannot leave until a parent arrives. Specific criteria for attendance may be established prior to each dance. Such criteria may be based on behavior, attendance, or grades. Consistent with the athletic participation policy, attendance at school on the day of the dance is required to attend the dance. Students who violate the school's discipline code will be required to leave the dance immediately and the student's parent/guardian will be contacted. The school may also impose other discipline as outlined in the school's discipline code.

Cross-references: PRESS 6:190, *Extracurricular and Co-Curricular Activities*, PRESS 7:240-AP1, *Code of Conduct for Extracurricular Activities*

#### **STUDENT ATHLETE CONCUSSIONS AND HEALTH INJURIES (9.30)**

This information can be found in our Athletic & Extracurricular Code of Conduct Policy Manual (on website).

Cross Reference: PRESS 7:305, Student Athlete Concussions and Head Injuries

## Chapter 10: Special Education

Once a student has progressed through all 3 Tiers of interventions with RtI, a referral may be made by parents, teachers, or other concerned individuals. After a comprehensive diagnostic evaluation, a committee of educational personnel determines the child's eligibility for programs and services. When a child is eligible for special education, an Individual Education Program (IEP) is written which sets goals and recommends services specific to the child's unique needs. Parent/guardian consent is required prior to the evaluation and for special education placement. Parent participation is encouraged at every step. Additional services provided through Sangamon Area Special Education District include: Child Find Services, School Social Work Services, School Psychological Services, Psychiatric Diagnostic Services, Vocational Education Services, Physical and Occupational Therapy, Orientation and Mobility Training, and Audiologist Services.

### **EDUCATION OF CHILDREN WITH DISABILITIES (10.10)**

It is the intent of the district to ensure that students who are disabled within the definition of Section 504 of the Rehabilitation Act of 1973 or the Individuals with Disabilities Education Act are identified, evaluated and provided with appropriate educational services.

The School, in cooperation with the Sangamon Area Special Education District (SASED), provides a free appropriate public education in the least restrictive environment and necessary related services to all children with disabilities enrolled in the school. The term "children with disabilities" means children between ages 3 and the day before their 22<sup>nd</sup> birthday for whom it is determined that special education services are needed, except those children with disabilities who turn 22 years of age during the school year are eligible for special education services through the end of the school year. It is the intent of the school to ensure that students with disabilities are identified, evaluated, and provided with appropriate educational services. A copy of the publication "Explanation of Procedural Safeguards Available to Parents of Students with Disabilities" may be obtained from the school district office.

Students with disabilities who do not qualify for an individualized education program, as required by the federal Individuals with Disabilities Education Act and implementing provisions of this Illinois law, may qualify for services under Section 504 of the federal Rehabilitation Act of 1973 if the student (i) has a physical or mental impairment that substantially limits one or more major life activities, (ii) has a record of a physical or mental impairment, or (iii) is regarded as having a physical or mental impairment.

For further information, please contact:

Junior High Principal  
488-6012  
JH Office

PRESS 6:120, *Education of Children with Disabilities* PRESS 6:120-AP1,E1 – Exhibit – Notice to Parents/Guardians Regarding Section 504 Rights

### **DISCIPLINE OF STUDENTS WITH DISABILITIES (10.20)**

#### **Behavioral Interventions**

Behavioral interventions shall be used with students with disabilities to promote and strengthen desirable behaviors and reduce identified inappropriate behaviors. The School Board will establish and maintain a committee to develop, implement, and monitor procedures on the use of behavioral interventions for children with disabilities.

#### **Discipline of Special Education Students**

The District shall comply with the Individuals With Disabilities Education Improvement Act of 2004 and the Illinois State Board of Education's *Special Education* rules when disciplining special education students. No special education student shall be expelled if the student's particular act of gross disobedience or misconduct is a manifestation of his or her disability.

#### **Isolated Time Out, Time Out, and Physical Restraint**

Isolated time out, time out, and physical restraint shall only be used if the student's behavior presents an imminent danger of serious physical harm to the student or others, and other less restrictive and intrusive measures were tried and proven ineffective in stopping it. The School may not use isolated time out, time out, or physical restraint as discipline or punishment, convenience for staff, retaliation, as a substitute for appropriate educational or behavior support, a routine safety matter, or to prevent property damage in the absence of imminent danger of serious physical harm to the student or others. The use of prone restraint is prohibited.

Cross Reference:

PRESS 7:190-AP4, *Administrative Procedure- Use of Isolated Time Out, Time Out, and Physical Restraint*  
PRESS 7:230, *Misconduct by Students with Disabilities*

### **EXEMPTION FROM PHYSICAL EDUCATION REQUIREMENT (10.30)**

Illinois students are required to take part in physical education class on a daily basis. A student may be exempt from some or all physical activities when the appropriate excuses are submitted to the school by a parent/guardian (for one day only) or by a person licensed under the Medical Practice Act (for periods of more than 1 day). Alternative activities and/or units of instruction will be provided for students who are unable to participate.

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 will receive that service in accordance with the student's Individualized Education Program.

Cross Reference: PRESS 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students*

### **REQUEST TO ACCESS CLASSROOM (10.50)**

The parent/guardian of a student receiving special education services, or being evaluated for eligibility, is afforded reasonable access to educational facilities, personnel, classrooms, and buildings. This same right of access is afforded to an independent educational evaluator or a qualified professional retained by or on behalf of a parent or child.

For further information, please contact the school principal.

Cross Reference: PRESS 6:120, *Education of Children with Disabilities*, PRESS 6:120-AP2,E1 – Exhibit – Request to Access Classroom(s) or Personnel for Special Education Evaluation/Observation Purposes

## Related Service Logs

10.60 For a child with an individualized education program (IEP), the school district must create related service logs that record the type of related services administered under the child's IEP and the minutes of each type of related service that has been administered. The school will provide a child's parent/guardian a copy of the related service log at the annual review of the child's IEP and at any other time upon request.

PRESS 7:340-AP1, *School Student Records*

## Chapter 11: Student Records and Privacy

### STUDENT PRIVACY PROTECTIONS (11.10)

#### SURVEYS

All surveys requesting personal information from students, as well as any other instrument used to collect personal information from students, must advance or relate to the District's educational objectives, or assist student's career choices. This applies to all surveys regardless of whether the student answering the questions can be identified or who created the survey.

#### SURVEYS BY THIRD PARTIES

Before a school official or staff member administers or distributes a survey or evaluation created by a third party to a student, the student's parent/guardian may inspect the survey or evaluation, upon their request and within a reasonable time of their request. This applies to every survey: (1) that is created by a person or entity other than a district official, staff member, or student, (2) regardless of whether the student answering the questions can be identified, and (3) regardless of the subject matter of the questions. Parents who object to disclosure of information concerning their child to a third party may do so in writing to the building principal. **SURVEYS**

#### REQUESTING PERSONAL INFORMATION

School officials and staff members will not request, nor, disclose, the identity of any student who completes any survey or evaluation (created by any person or entity, including the school or district) containing one or more of the following items:

- Political affiliations or beliefs of the student or the student's parent/guardian
- Mental or psychological problems of the student or the student's family
- Behavior attitudes about sex
- Illegal, anti-social, self-recriminating, or demeaning behavior
- Critical appraisals of other individuals with whom students have close relationships
- Legally recognized privileged or analogous relationships, such as those with lawyers, physicians, and ministers
- Religious practices, affiliations, or beliefs of the students or the student's parent/guardian
- Income other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program or for receiving financial assistance under such program

The student's parent/guardian may inspect the survey or evaluation upon, and refuse to allow their child to participate in the survey. The school will not penalize any student whose parent/guardian exercised this option.

#### INSTRUCTIONAL MATERIAL

A student's parent/guardian may inspect, upon their request, any instructional material used as part of their child's educational curriculum within a reasonable time of their request.

The term "instructional material" means instructional content that is provided to a student, regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments.

#### Prohibition on Selling or Marketing Students' Personal Information

No school official or staff member may market or sell personal information concerning students (or otherwise provide that information to others for that purpose). The term personal information means individually identifiable information including: (1) a student or parent's first and last name, (2) a home or other physical address (including street name and the name of the city or town), (3) a telephone number, (4) a Social Security identification number or (5) driver's license number or State identification card.

Unless otherwise prohibited by law, The above paragraph does not apply: (1) if the student's parent/guardian have consented; or (2) to the collection, disclosure or, use of personal information collected from students for the exclusive purpose of developing, evaluating or providing educational products or services for, or to, students or educational institutions., such as the following:

1. College or other postsecondary education recruitment, or military recruitment.
2. Book clubs, magazines, and programs providing access to low-cost literary products.
3. Curriculum and instructional materials used by elementary schools and secondary schools. §11.10 Page 2 of 3 © 2022 IPA School Handbook Subscription Service To be used in conjunction with the Illinois Association of School Board's PRESS Service. Please review this material with your school board attorney before use.
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments.
5. The sale by students of products or services to raise funds for school-related or education-related activities.
6. Student recognition programs.

Under no circumstances may a school official or staff member provide a student's personal information to a business organization or financial institution that issues credit or debit cards A parent/guardian who desires to opt their child out of participation in activities provided herein or who desires a copy or access to a survey or any other material described herein may contact the Building Principal. A complete copy of the District's Student and Family Privacy Rights policy may be obtained from the Superintendent's office or accessed on the District's website.

Cross-References: PRESS 7:15, *Student and Family Privacy Rights*, PRESS 7:15-E, *Notification to Parents of Family Privacy Rights*

### STUDENT RECORDS (11.20)

A school student record is any writing or other recorded information concerning a student and by which a student may be identified individually that is maintained by a

school or at its direction or by a school employee, regardless of how or where the information is stored, except for certain records kept in a staff member's sole possession; records maintained by law enforcement officers working in the school; video and other electronic recordings that are created in part for law enforcement, security, or safety reasons or purposes; and electronic recordings made on school buses.

The Family Educational Rights and Privacy Act (FERPA) and the Illinois Student Records Act afford parents/guardians and students over 18 years of age ("eligible students") certain rights with respect to the student's school records. They are:

1. The right to inspect and copy the student's education records within 15 school days of the day the District receives a request for access. The degree of access a student has to his or her records depends on the student's age. Students less than 18 years of age have the right to inspect and copy only their permanent record. Students 18 years of age or older have access and copy rights to both permanent and temporary records. A parent/guardian or student should submit to the building principal a written request that identifies the record(s) he or she wishes to inspect. The principal will make arrangements for access and notify the parent/guardian or student of the time and place where the records may be inspected. The District charges \$.35 per page for copying but no one will be denied their right to copies of their records for inability to pay this cost. These rights are denied to any person against whom an order of protection has been entered concerning the student.
2. The right to have one or more scores received on college entrance examinations included on the student's academic transcript. Parents/guardians or eligible students may have one or more scores on college entrance examinations included on the student's academic transcript. The District will include scores on college entrance examinations upon the written request of the parent/guardian or eligible student stating the name of each college entrance examination that is the subject of the request and the dates of the scores that are to be included.
3. The right to request the amendment of the student's education records that the parent/ guardian or eligible student believes are inaccurate, irrelevant, or improper.

A parent/guardian or eligible student may ask the District to amend a record that is believed to be inaccurate, irrelevant, or improper. Requests should be sent to the building principal and should clearly identify the record the parent/guardian or eligible student wants changed and the specific reason a change is being sought. If the District decides not to amend the record, the District will notify the parent/guardian or eligible student of the decision and advise him or her of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent/guardian or eligible student when notified of the right to a hearing.

4. The right to permit disclosure of personally identifiable information contained in the student's education records, except to the extent that the FERPA or Illinois School Student Records Act authorizes disclosure without consent.

Disclosure without consent is permitted to school officials with legitimate educational or administrative interests. A school official is a person employed by the District as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a school official may also include a volunteer, contractor, or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of personally identifiable information from education records (such as an attorney, auditor, medical consultant, therapist, or educational technology vendor); or any parent/guardian or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility or contractual obligation with the district.

Upon request, the District discloses education records without consent to officials of another school district in which a student has enrolled or intends to enroll, as well as to any person as specifically required by State or federal law. Before information is released to these individuals, the parents/guardians or eligible student will receive prior written notice of the nature and substance of the information, and an opportunity to inspect, copy, and challenge such records. Academic grades and references to expulsions or out-of-school suspensions cannot be challenged at the time a student's records are being forwarded to another school to which the student is transferring.

Disclosure is also permitted without consent to: any person for research, statistical reporting or planning, provided that no student or parent/guardian can be identified; to another school district that overlaps attendance boundaries with the District, if the District has entered into an intergovernmental agreement that allows for sharing of student records and information with the other district any person named in a court order; appropriate persons if the knowledge of such information is necessary to protect the health or safety of the student or other persons; and juvenile authorities when necessary for the discharge of their official duties who request information before adjudication of the student.

5. The right to a copy of any school student record proposed to be destroyed or deleted.

The permanent record is maintained for at least 60 years after the student transfers, graduates, or permanently withdraws. The temporary record is maintained for at least 5 years after the student transfers, graduates, or permanently withdraws. Temporary records that may be of assistance to a student with a disability who graduates or permanently withdraws, may, after 5 years, be transferred to the parent/guardian or to the student, if the student has succeeded to the rights of the parent/guardian. Student temporary records are reviewed every 4 years or upon a student's change in attendance centers, whichever occurs first.

6. The right to prohibit the release of directory information.

Throughout the school year, the District may release directory information regarding students, limited to:

- Name, address, gender, grade level, birth date and place, parent/guardian names, addresses, electronic mail addresses, and telephone numbers, • Photographs, videos, or digital images used for informational or news-related purposes (whether by a media outlet or by the school) of a student participating in school or school-sponsored activities, organizations, and athletics that have appeared in school publications, such as yearbooks, newspapers, or sporting or fine arts programs
- Academic awards, degrees, and honors
- Information in relation to school-sponsored activities, organizations, and athletics
- Major field of study
- Period of attendance in school

*Any parent/guardian or eligible student may prohibit the release of any or all of the above information by delivering a written objection to the building principal within 30 days of the date of this notice.*

7. The right to request that military recruiters or institutions of higher learning not be granted access to your student's information without your prior written consent.

Federal law requires a secondary school to grant military recruiters and institutions of higher learning, upon their request, access to secondary school students' names, addresses, and telephone numbers, unless the parent/guardian, or student who is 18 years of age or older, request that the information not be disclosed without prior written consent. If you wish to exercise this option, notify the building principal.

8. The right contained in this statement: No person may condition the granting or withholding of any right, privilege or benefits or make as a condition of employment, credit, or insurance the securing by any individual of any information from a student's temporary record which such individual may obtain through the exercise of any right secured under State law.

9. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA.

The name and address of the Office that administers FERPA is:

U.S. Department of Education  
Student Privacy Policy Office  
400 Maryland Avenue, SW  
Washington DC 20202-8520

Cross-reference: PRESS 7:340, *Student Records*

### STUDENT BIOMETRIC INFORMATION (11.30)

Before collecting biometric information from students, the school must seek the permission of the student's parent/guardian or the student, if over the age of 18. Biometric information means information that is collected from students based on their unique characters, such as a fingerprint, voice recognition or retinal scan.

Cross-reference: PRESS 7:340, *Student Records*

## Chapter 12: PARENTAL RIGHT NOTIFICATIONS

### STANDARDIZED TESTING (12.20)

Students and parents/guardians should be aware that students in grades 6-8 will take standardized tests throughout the school year. Parents are encouraged to cooperate in preparing students for the standardized testing, because the quality of the education the school can provide is partially dependent upon the school's ability to continue to prove its success in the state's standardized tests. Parents can assist their students achieve their best performance by doing the following: 1. Encourage students to work hard and study throughout the year;

2. Ensure students get a good night's sleep the night before exams;
3. Ensure students eat well the morning of the exam, particularly ensuring they eat sufficient protein;
4. Remind and emphasize for students the importance of good performance on standardized testing;
5. Ensure students are on time and prepared for tests, with appropriate materials;
6. Teach students the importance of honesty and ethics during the performance of these and other tests;
7. Encourage students to relax on testing day.

Cross-Reference: PRESS 6:340, *Student Testing and Assessment Programs*

**Measures of Academic Progress (MAP)** – MAP is an assessment screening that is administered to students in grades 6-8. MAP assessments provide detailed actionable data about where each child is on their unique learning path. With MAP and its reports, educators can compare class or grade-level performance to students from a wide variety of school across the country. The test adapts to the student. When students answer a question correctly, it presents them with a more challenging question. When students miss a question, it presents a simpler question. Scores are measured in RIT scales. MAP test results will be a piece of data used to place students in honors courses.

**Illinois Assessment of Readiness (IAR)** is the state required series of tests given to students in grades 3-8. Tests are given in the areas of English Language Arts (ELA) and mathematics at all of these grade levels. All testing will be completed electronically via a computer. The results will show how well our schools and districts are doing in meeting the adopted Illinois Learning Standards, also known as the Common Core State Standards, for learning. Individual student results of the IAR assessment will be reported to parents, and school results will appear on the district report card.

**Illinois Science Assessment (ISA)** - In compliance with federal testing requirements, Illinois will administer a science assessment to students enrolled in a public school district in grades 5, 8 and once at the high school level. The high school assessment utilizes a course-based model with content aligned to Biology I. The assessment will be administered in an online format and is aligned to the Illinois Learning Standards for Science incorporating the Next Generation Science Standards (NGSS), which were adopted in 2014.

### RESPONSE TO INTERVENTION (RtI)

RtI is the process of providing interventions to students who are at risk for academic and social-emotional/behavioral problems. The RtI process is a multi-step approach to providing services and interventions to students who struggle with learning and behavior in the school setting at increasing levels of intensity. All students are screened in reading fluency and comprehension, math, and science in the fall, winter and spring. In addition, students are screened for risk-factors related to social-emotional behaviors. All students who do not meet the set expectations on the screenings, or who are referred by their classroom teacher are given further testing to determine if they are in need of interventions. If interventions are needed, students will receive these interventions during the regular school day, and parents will be informed of the interventions being provided. The progress made by students at each stage of intervention is closely monitored. The information gained from an RTI process is used by school personnel and parents to adapt instruction and to make decisions regarding the student's educational program. New Berlin Junior High will enroll students that qualify for RtI into a specific class instead of their regularly scheduled elective classes. This will be for the quarter or until the student reaches the threshold for academic standings (40th percentile on MAP testing).

### HOMELESS CHILD'S RIGHT TO EDUCATION (12.30)

When a child loses permanent housing and becomes a homeless person as defined at law, or when a homeless child changes his or her temporary living arrangements, the parent or guardian of the homeless child has the option of either:

1. Continuing the child's education in the school of origin for as long as the child remains homeless or, if the child becomes permanently housed, until the end of the academic year during which the housing is acquired; or
2. Enrolling the child in any school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.

Assistance and support for homeless families can be provided by the District Homeless Liaison, Olga Lopez. She can be reached at 488-6054 ext. 419 or at [olopez@pretzelpride.com](mailto:olopez@pretzelpride.com)

Cross-References: PRESS 6:140, *Education of Homeless Children*, PRESS 6:140-AP, *Education of Homeless Children*

### Family Life & Sex Education Classes (12.40)

Students will not be required to take or participate in any class or courses in comprehensive sex education, including in grades 6-12, instruction on both abstinence and contraception for the prevention of pregnancy and sexually transmitted diseases, including HIV/AIDS; family life instruction, including in grades 6-12, instruction on the prevention, transmission, and spread of AIDS; instruction on diseases; recognizing and avoiding sexual abuse; or instruction on donor programs for organ/tissue, blood donor, and transplantation, if his or her parent or guardian submits a written objection. The parent or guardian's decision will not be the reason for any student discipline, including suspension or expulsion. Nothing in this Section prohibits instruction in sanitation, hygiene or traditional courses in biology.

Parents or guardians may examine the instructional materials to be used in any district sex education class or course.

PRESS 6:60-AP, *Comprehensive Health Education Program*  
PRESS 6:60-E, *Notice to Parents/Guardians of Students Enrolled in Family Life and Sex Education Classes*

**ENGLISH LEARNERS (12.60)**

The school offers opportunities for resident English Learners to achieve at high levels in academic subjects and to meet the same challenging State standards that all children are expected to meet.

Parents/guardians of English Learners will be informed how they can: (1) be involved in the education of their children, and (2) be active participants in assisting their children to attain English proficiency, achieve at high levels within a well-rounded education, and meet the challenging State academic standards expected of all students; and (3) participate and serve on the District's Transitional Bilingual Education Programs Parent Advisory Committee.

For questions related to this program or to express input in the school's English Learners program, contact the building principal.

PRESS 6:160, *English Learners*

**SCHOOL VISITATION RIGHTS (12.70)**

The School Visitation Rights Act permits employed parents/guardians, who are unable to meet with educators because of a work conflict, the right to time off from work under certain conditions to attend necessary school functions such as parent-teacher conferences, academic meetings and behavioral meetings. Letters verifying participation in this program are available from the school office upon request.

PRESS 8:95-E1, *Letter Notifying Parents/Guardians of School Visitation Rights*, PRESS 8:95-E2, *Verification of School Visitation*

**PESTICIDE APPLICATION NOTICE (12.80)**

The district maintains a registry of parents/guardians of students who have registered to receive written or telephone notification prior to the application of pesticides to school grounds. To be added to the list, please contact the district office.

Notification will be given before application of the pesticide. Prior notice is not required if there is imminent threat to health or property.

PRESS 4:160-AP, *Environmental Quality of Buildings and Grounds*

**ASBESTOS POLICY**

This notice is to inform building occupants of the potential hazard and locations of asbestos containing materials. It has been determined by the Illinois Department of Public Health and the United States EPA that asbestos is a potential health hazard, and precautions should be taken to avoid disturbing any asbestos containing materials.

Materials containing asbestos have been found in New Berlin Jr/Sr High School. Any evidence of disturbance or change in condition will be documented in the management Plan as required by law.

Cleaning and maintenance personnel who recognize the danger of asbestos are taking special precautions during work to properly guard against disturbance of the asbestos containing materials. All asbestos containing materials are inspected and evaluated periodically and additional measures will be taken when needed to protect the health of building occupants.

Reliable Environmental Solutions, Inc.

4211 Westgate Dr.

Springfield, IL 62711

**CHILD ABUSE/MANDATED REPORTERS (12.90)**

All school personnel, including teachers and administrators, are required by law to immediately report any and all suspected cases of child abuse or neglect to the Illinois Department of Children and Family Services.

PRESS 5:90, *Abused and Neglected Child Reporting*

**UNSAFE SCHOOL CHOICE OPTION (12.100)**

The unsafe school choice option provided in State law permits students to transfer to another school within the District in certain situations. This transfer option is unavailable in this District because the District has only one school or attendance center. A student, who would otherwise have qualified for the choice option, or the student's parent/guardian, may request special accommodations from building principal.

PRESS 4:170, *Safety*

**STUDENT PRIVACY (12.105)**

The District has adopted and uses several policies and procedures regarding student privacy, parental access to information and administration of certain physical examinations to students. Copies of these policies are available upon request.

PRESS 6:170-AP2, *Notice to Parents Required by ESSA, McKinney-Vento Homeless Assistance Act, and Protection of Pupil Rights Act*

**SEXUAL OFFENDER NOTIFICATION LAW (12.110)**

State law requires that all school districts provide parents/guardians with information about sex offenders and violent offenders against youth. State law prohibits a convicted child sex offender from being present on school property when children under the age of 18 are present, except for in the following circumstances as they relate to the individual's child(ren):

- To attend a conference at the school with school personnel to discuss the progress of their child.
- To participate in a conference in which evaluation and placement decisions may be made with respect to their child's special education services.
- To attend conferences to discuss issues concerning their child such as retention or promotion.

In all other cases, convicted child sex offenders are prohibited from being present on school property unless they obtain written permission from the superintendent or school board. Anytime that a convicted child sex offender is present on school property – including the three reasons above - he/she is responsible for notifying the principal's office upon arrival on school property and upon departure from school property. It is the responsibility of the convicted child sex offender to remain under the direct supervision of a school official at all times he/she is in the presence or vicinity of children. A violation of this law is a Class 4 felony.

**SEX OFFENDER AND VIOLENT OFFENDER COMMUNITY NOTIFICATION LAW (12.120)**

State law requires schools to notify parents/guardians during school registration or parent-teacher conferences that information about sex offenders and violent offenders against youth is available to the public on the Ill. Dept. of State Police (ISP) website. The ISP website contains the following: Illinois Sex Offender Registry, [www.isp.state.il.us/sor/](http://www.isp.state.il.us/sor/)  
Illinois Murderer and Violent Offender Against Youth Registry, [www.isp.state.il.us/cmvo/](http://www.isp.state.il.us/cmvo/)  
Frequently Asked Questions Concerning Sex Offenders, [www.isp.state.il.us/sor/faq.cfm](http://www.isp.state.il.us/sor/faq.cfm)

Cross Reference:  
PRESS 4:175-AP1,E1. Informing Parents/Guardians About Offender Community Notification Laws

**Parent Notices Required by the Every Student Succeeds Act (12.130)**

**I. Teacher Qualifications**

A parent/guardian may request, and the District will provide in a timely manner, the professional qualifications of your student's classroom teachers, including, at a minimum, whether:

- The teacher has met the State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
- The teacher is teaching under emergency or other provisional status.
- The teacher is teaching in the field of discipline of the certification of the teacher.
- Paraprofessionals provide services to the student and, if so, their qualifications.

**II. Testing Transparency**

The State and District requires students to take certain standardized tests. For additional information, see handbook procedure 12:20. A parent/guardian may request, and the District will provide in a timely manner, information regarding student participation in any assessments mandated by law or District policy, which shall include information on any applicable right you may have to opt your student out of such assessment.

**III. Annual Report Card**

Each year, the District is required to disseminate an annual report card that includes information on the District as a whole and each school served by the District, with aggregate and disaggregated information for each required subgroup of students including: student achievement on academic assessments (designated by category), graduation rates, district performance, teacher qualifications, and certain other information required by federal law. When available, this information will be placed on the District's website at [www.pretzelpride.com](http://www.pretzelpride.com)

**IV. Parent & Family Engagement Compact**

**V. Unsafe School Choice Option**

The unsafe school choice option allows students to transfer to another District school or to a public charter school within the District under certain circumstances. For additional information, see handbook procedure 12:100.

**VI. Student Privacy:** Students have certain privacy protections under federal law. For additional information, see handbook procedure 12.105.

**VII. English Learners**

The school offers opportunities for resident English Learners to achieve at high levels in academic subjects and to meet the same challenging State standards that all children are expected to meet. For additional information, see handbook procedure 12:60.

**VIII. Homeless Students:** For information on supports and services available to homeless students, see handbook procedure 12:30.

For further information on any of the above matters, please contact the building principal.

Cross Reference:  
PRESS 6:170-AP2, *Notice to Parents Required by ESSA, McKinney-Vento Homeless Assistance Act, and Protection of Pupil Rights Act*



# REQUEST FOR PERSONNEL SERVICES

## NEW BERLIN CUSD #16

<b>Action Requested:</b>	Replacement	<b>Employee Category:</b>	Certified	<b>Employment Status:</b>	Full-time (FT)
				<b>If PT, No. of Hrs/Day:</b>	
<b>Certified Position:</b>	Substitute - Long-Term	<b>Subject/Grade/Activity/Sport:</b>	Permanent Sub	<b>ESP Position:</b>	Choose an item.
<b>NEW EMPLOYEE INFORMATION / PLACEMENT</b>					
<b>Name:</b>	Kelsie Knox			<b>Hourly/Daily Rate of Pay:</b>	\$150/day
<b>Location:</b>	Elementary School	<b>Certified Degree:</b>	Choose an item.	<b>Additional Hours:</b>	Click or tap here to enter text.
<b>Salary Schedule Placement</b>	Choose an item.	<b>Step:</b>	0	<b>Annual Rate of Pay:</b>	Click or tap here to enter text.
<b>Extra-curricular assignment:</b>	Click or tap here to enter text.	<b>Placement:</b>	Click or tap here to enter text.	<b>Salary:</b>	Click or tap here to enter text.
<b>Extra-curricular assignment:</b>	Click or tap here to enter text.	<b>Placement</b>	Click or tap here to enter text.	<b>Salary:</b>	Click or tap here to enter text.
<b>Extra-curricular assignment:</b>	Click or tap here to enter text.	<b>Placement</b>	Click or tap here to enter text.	<b>Salary:</b>	Click or tap here to enter text.
<b>Incumbent Name:</b>	Click or tap here to enter text.	<b>Desired Beginning Date:</b>	8/10/2023		
<b>Position Supervisor:</b>	Brandi Maxedon				
<b>Action Requested by:</b>	Brandi Maxedon	<b>Date:</b>	5/22/2023		

(Placement – indicate the location of the employee on the extra-curricular salary schedule: i.e. 3yrs=col. 2; salary from Appendix C)

### APPOINTMENT AUTHORIZATION SIGNATURES

<b>Chief Financial Officer:</b>		<b>Superintendent:</b>	
<b>President:</b>		<b>Secretary</b>	

Routing: Original to Chief Financial Officer – Attach resume/application/transcripts/certificates



# REQUEST FOR PERSONNEL SERVICES

## NEW BERLIN CUSD #16

<b>Action Requested:</b>	Replacement	<b>Employee Category:</b>	Educational Support Staff	<b>Employment Status:</b>	Full-time (FT)
<b>Certified Position:</b>	Choose an item.	<b>Subject/Grade:</b>	Elementary	<b>If PT, No. of Hrs/Day:</b>	
<b>NEW EMPLOYEE INFORMATION / PLACEMENT</b>				<b>Educational Support Staff Position:</b>	Paraprofessional
<b>Name:</b>	Emma Curtin	<b>Certified Degree:</b>	Choose an item.	<b>Hourly/Daily Rate of Pay:</b>	\$15/Hr
<b>Location:</b>	Elementary School	<b>Step:</b>	Choose an item.	<b>Additional Hours:</b>	Click or tap here to enter text.
<b>Salary Schedule Placement</b>	Choose an item.	<b>Placement:</b>	Click or tap here to enter text.	<b>Annual Rate of Pay:</b>	Click or tap here to enter text.
<b>Extra-curricular assignment:</b>	Click or tap here to enter text.	<b>Placement:</b>	Click or tap here to enter text.	<b>Salary:</b>	Click or tap here to enter text.
<b>Extra-curricular assignment:</b>	Click or tap here to enter text.	<b>Placement:</b>	Click or tap here to enter text.	<b>Salary:</b>	Click or tap here to enter text.
<b>Extra-curricular assignment:</b>	Click or tap here to enter text.	<b>Placement:</b>	Click or tap here to enter text.	<b>Salary:</b>	Click or tap here to enter text.
<b>Incumbent Name:</b>	Shelley Bandelow	<b>Desired Beginning Date:</b>	August 10, 2023		
<b>Position Supervisor:</b>	Haas/Maxedon				
<b>Action Requested by:</b>	Shelley Haas	<b>Date:</b>	August 10, 2023		

(Placement – indicate the location of the employee on the extra-curricular salary schedule: i.e. 3yrs=col. 2; salary from Appendix C)

### APPOINTMENT AUTHORIZATION SIGNATURES

<b>Chief Financial Officer:</b>		<b>Superintendent:</b>	
<b>President:</b>		<b>Secretary:</b>	

Routing: Original to Chief Financial Officer – Attach resume/application/transcripts/certificates



# REQUEST FOR PERSONNEL SERVICES

## NEW BERLIN CUSD #16

<b>Action Requested:</b>	Choose an item.	<b>Employee Category:</b>	Educational Support Staff	<b>Employment Status:</b>	Choose an item.
<b>Certified Position:</b>	Choose an item.	<b>Subject/Grade/Activity/Sport:</b>	Career Day Planner	<b>If PT, No. of Hrs/Day:</b>	
				<b>ESP Position:</b>	Choose an item.

### NEW EMPLOYEE INFORMATION / PLACEMENT

<b>Name:</b>	Angie Marr			<b>Hourly/Daily Rate of Pay:</b>	Splitting Career Day Coordinator Stipend
<b>Location:</b>	Elementary School	<b>Certified Degree:</b>	Choose an item.	<b>Additional Hours:</b>	Click or tap here to enter text.
<b>Salary Schedule Placement</b>	Choose an item.	<b>Step:</b>	0	<b>Annual Rate of Pay:</b>	Click or tap here to enter text.
<b>Extra-curricular assignment:</b>	Click or tap here to enter text.	<b>Placement:</b>	Click or tap here to enter text.	<b>Salary:</b>	Click or tap here to enter text.
<b>Extra-curricular assignment:</b>	Click or tap here to enter text.	<b>Placement</b>	Click or tap here to enter text.	<b>Salary:</b>	Click or tap here to enter text.
<b>Extra-curricular assignment:</b>	Click or tap here to enter text.	<b>Placement</b>	Click or tap here to enter text.	<b>Salary:</b>	Click or tap here to enter text.
<b>Incumbent Name:</b>	Click or tap here to enter text.	<b>Desired Beginning Date:</b>	5/1/2023		
<b>Position Supervisor:</b>	Brandi Maxedon				
<b>Action Requested by:</b>	Brandi Maxedon	<b>Date:</b>	5/22/2023		

(Placement – indicate the location of the employee on the extra-curricular salary schedule: i.e. 3yrs=col. 2; salary from Appendix C)

### APPOINTMENT AUTHORIZATION SIGNATURES

<b>Chief Financial Officer:</b>		<b>Superintendent:</b>	
<b>President:</b>		<b>Secretary</b>	

Routing: Original to Chief Financial Officer – Attach resume/application/transcripts/certificates



# REQUEST FOR PERSONNEL SERVICES

## NEW BERLIN CUSD #16

<b>Action Requested:</b>	Choose an item.	<b>Employee Category:</b>	Educational Support Staff	<b>Employment Status:</b>	Choose an item.
<b>Certified Position:</b>	Choose an item.	<b>Subject/Grade/Activity/Sport:</b>	Career Day Planner	<b>If PT, No. of Hrs/Day:</b>	
				<b>ESP Position:</b>	Choose an item.
<b>NEW EMPLOYEE INFORMATION / PLACEMENT</b>					
<b>Name:</b>	Jodi Danenberger			<b>Hourly/Daily Rate of Pay:</b>	Splitting Career Day Coordinator Stipend
<b>Location:</b>	Elementary School	<b>Certified Degree:</b>	Choose an item.	<b>Additional Hours:</b>	Click or tap here to enter text.
<b>Salary Schedule Placement</b>	Choose an item.	<b>Step:</b>	0	<b>Annual Rate of Pay:</b>	Click or tap here to enter text.
<b>Extra-curricular assignment:</b>	Click or tap here to enter text.	<b>Placement:</b>	Click or tap here to enter text.	<b>Salary:</b>	Click or tap here to enter text.
<b>Extra-curricular assignment:</b>	Click or tap here to enter text.	<b>Placement</b>	Click or tap here to enter text.	<b>Salary:</b>	Click or tap here to enter text.
<b>Extra-curricular assignment:</b>	Click or tap here to enter text.	<b>Placement</b>	Click or tap here to enter text.	<b>Salary:</b>	Click or tap here to enter text.
<b>Incumbent Name:</b>	Click or tap here to enter text.	<b>Desired Beginning Date:</b>	5/1/2023		
<b>Position Supervisor:</b>	Brandi Maxedon				
<b>Action Requested by:</b>	Brandi Maxedon	<b>Date:</b>	5/22/2023		

(Placement – indicate the location of the employee on the extra-curricular salary schedule: i.e. 3yrs=col. 2; salary from Appendix C)

### APPOINTMENT AUTHORIZATION SIGNATURES

<b>Chief Financial Officer:</b>		<b>Superintendent:</b>	
<b>President:</b>		<b>Secretary</b>	

Routing: Original to Chief Financial Officer – Attach resume/application/transcripts/certificates

**COMMUNITY UNIT SCHOOL DISTRICT NO. 16  
JUNIOR HIGH SCHOOL PRINCIPAL'S EMPLOYMENT  
CONTRACT 2023-2026 SCHOOL YEAR**

Whereas, the Board of Education, New Berlin Community Unit School District No. 16, hereinafter referred to as " the Board " and Brandon Radford, hereinafter referred to as "Principal" do hereby agree to memorialize the terms and conditions for the employment of the Principal, pursuant to 105 ICS 5/10-23.8a, for a three-year period.

Now, therefore, on this 5<sup>th</sup> day of June, 2023, the Board and Principal, in consideration of the mutual promises contained herein, do hereby enter into this Employment Contract on the following terms and conditions as approved by the Board at a duly convened public meeting as prescribed by law.

- A. **EMPLOYMENT:** Principal is hereby retained for a three year (3) year period commencing on July 1, 2023, and terminating on June 30, 2026 (working 220 days a fiscal year), to serve as a Principal within Community Unit School District No. 16, Sangamon and Morgan Counties, Illinois. The Principal understands that this is a multi-year performance based employment contract pursuant to 105 IILCS 5/10-23.8a and by agreeing to the terms of this contract the Principal waives any and all rights to tenure in New Berlin CUSD # 16.
- B. **DUTIES:** The duties and responsibilities of the Principal shall be all those duties incident to the office of Principal as set forth in Board policy and the job description of the Principal, those obligations set forth in the Illinois School Code, and, such other duties normally performed by a Principal, and as from time to time may be assigned by the Board. The Principal shall devote his full-time and attention to his duties as Principal. His conduct shall always be reflective of the highest standards on integrity and good character.
- C. **PERFORMANCE GOALS:** In accordance with 105 ILCS 5/10-23.8(a), the parties have established Performance Goals for the Principal for the term of this Contract, including indicators that will be used by the Board to measure the Principal's achievement of these Goals.
1. The Board, in consultation with the Superintendent, has the sole and exclusive right to set the final Performance Goals.
  2. Final determination as to whether or not the Principal has met the Performance Goals of this contract shall be within the sole and exclusive discretion of the Board.
  3. The Performance Goals and indicators are set forth as Appendix A.

**D. SALARY AND BENEFITS:**

1. **SALARY.** In consideration of the Principal's services listed herein, the Board of Education will pay to him an annual salary of \$83,000 Dollars beginning the 2023-2024 fiscal year (July 1 to June 30). In consideration of the salary listed herein, the Principal hereby agrees to devote such time, skill, labor, and attention to this employment during the term of this Agreement, and to perform faithfully the duties of a Principal for this District as set forth in this Agreement. The annual salary herein provided shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other certificated members of the professional staff. The Board retains the right to adjust the annual salary of Principal during the term of this Agreement, provided that any salary and benefit adjustment does not reduce the annual salary and benefits provided in the previous fiscal year. Any adjustment in salary made during the life of this Agreement shall be in the form of a written amendment executed by both parties and shall become a part of this Agreement. However, by so doing, it shall not be considered that the Board has entered into a new Agreement with Principal or that the termination date of this Agreement has been in any way extended.
  
2. **PENSION SYSTEM.** In addition to the annual salary set forth above, the Board shall pay on behalf of the Principal to the Illinois Teachers' Retirement System and the Teachers' Health Insurance Security Fund the Principal's required contributions to said pension system. The Principal does not have any right or claim to said amount except as it may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. Both parties acknowledge that the Principal did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions made as a condition of employment to secure the Principal's future services, knowledge, and experience.
  
3. **INSURANCE.** The Board will provide the Principal with the following insurance benefits:
  - a. Full single employee hospitalization and medical insurance as provided under any group program effective in the District during the term of this Agreement. In the event that any health reform legislation or other law shall prohibit or otherwise restrict the Board from providing the insurance benefit herein described, the Board retains the right to limit participation of the employee and his beneficiaries in the district Health Plans to the same terms and conditions provided to other certified employees. In such event, the monetary equivalent of the difference in premium cost for the employee's elected coverage shall be paid to the employee as salary to the extent that any such additional payment does not result in a penalty or other cost to the Board from TRS. To the extent

possible, the Board and employee will work together to avoid any TRS conversion issues.

b. Term Life Insurance policy totaling Twenty-five Thousand Dollars and No Cents (\$25,000.00).

4. **VACATION.** The Principal shall receive eleven (11) workdays of vacation annually, exclusive of legal holidays and student vacation days scheduled during the school attendance year. Vacation days shall be taken subject to the approval of the Superintendent. Vacation days must be taken within twelve (12) months of the year in which it is earned and shall not be accumulated from year to year.

5. **SICK LEAVE.** The Principal shall be granted sick leave, as defined in Section 24-6 of the Illinois School Code, of eleven (11) working days per year and may accumulate to a maximum of Three-hundred forty (340) days and shall be subject to such other provisions as may be contained in the Illinois School Code, District policies, and rules and regulations.

6. **PERSONAL LEAVE.** At the beginning of each fiscal year, Principal shall be granted Three (3) personal leave days. All unused personal leave days may be converted to sick leave days, except when Principal has reached the maximum amount of days listed above.

7. **OTHER BENEFITS.** The Principal shall be entitled to all the benefits normally given to other staff and employees in the District.

a. **PROFESSIONAL ORGANIZATION.** The Board encourages the Principal to participate in this professional organization in the interest of promoting a better understanding of his role in the District and its concerns. The Board will reimburse the Principal for dues and membership fees to an Association if said membership is approved by the Superintendent prior to participation.

b. **PROFESSIONAL ORGANIZATION MEETING ATTENDANCE.** The Principal is expected to attend appropriate professional meetings at the local and state levels as authorized by the Superintendent. The Board will reimburse the Principal for all reasonable expenses incurred as a result of his attendance at these meetings.

E. **EVALUATION.** The Superintendent shall conduct annual evaluations of the Principal. The evaluation shall include a description of the Principal's duties and responsibilities and standards to which the Principal is to conform. The evaluation shall be in writing and shall consider the Principal's specific duties, responsibilities, management, and competence as a Principal. A copy of the evaluation shall, upon completion, be delivered to the Principal and another copy placed in the Principal's personnel file. Nothing herein shall be construed to extend the contract terms beyond its agreed termination date.

F. **CERTIFICATION.** Principal shall furnish to the Board evidence of his possession of a valid and appropriate certificate to act as Principal of Schools

in accordance with the laws of the State of Illinois and as directed by the Board and shall be able to pass the criminal background check as provided by law for certified school employees.

- G. **MEDICAL EXAMINATION.** The Board of Education may direct the Principal, when job-related and consistent with business necessity, to undergo a complete medical examination by a physician of the Board's choice. The reasonable costs of the medical examination shall be reimbursed by the Board. Any report of the medical examination shall be given directly and exclusively by the examining physician to Principal. The Principal shall cause the physician to provide the Board with a written certification of Principal's continued fitness for duty, which shall remain confidential to the Board. If the physician determines Principal is not fit for duty, the Principal shall waive doctor-patient privilege and the Board shall have access to all medical reports and records relevant to Principal's condition. The Principal agrees to provide, upon reasonable request by the Board, a medical release to obtain medical information relevant to the Principal's condition from other medical providers.
- H. **DISCHARGE FOR CAUSE DURING TERM OF AGREEMENT.** Throughout the term of this Agreement, Principal shall be subject to discharge for just cause. The Board shall not arbitrarily or capriciously call for dismissal of the Principal and the Principal shall have the right to service written charges, notice of hearing, and a closed hearing before the Board. If Principal chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by Principal. The Parties agree that just cause is defined for the purposes of this Contract as the Principal's breach of any express condition of this Contract and/or: 1) any action by the Principal that causes substantial prejudice to or is harmful to the best interests of this school district; 2) actions or conduct that constitutes moral turpitude; and 3) conviction of a felony, as permitted by law. The Parties agree that the decision of the Board on dismissal for cause shall be final.

This employment contract may be terminated for the following additional reasons:

1. Mutual agreement of the parties;
2. Retirement of the Principal;

Extended or excessive absence as defined herein. In the event the Principal is unable to perform his/her duties and obligations under this agreement by reason of illness, accident, or other cause beyond control of the Principal, and such inability exists for a period of not more than 90 days after the exhaustion of accumulated sick leave days and vacation days in any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulation. If such inability exists for a period of more than 90 days after the exhaustion of accumulated sick leave days and vacation days in any school year, the Board may, in its discretion, terminate this agreement, whereupon the respective duties, rights and obligations of the parties shall terminate,

provided prior to termination, the Principal shall be entitled to a hearing before the Board if she so requests.

3. Death of Principal.

- I. **TERMINATION BY AGREEMENT.** During the term of this Agreement, the Board and District Principal may mutually agree, in writing, to terminate this Agreement.
- J. **NOTICE OF NON-RENEWAL.** Unless notice of intent not to renew this contract shall be given in writing by the Board not later than April 1<sup>st</sup> of the final contract year, this Agreement shall renew in accordance with its terms for one additional year.
- K. **NOTICE.** Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing hereof by registered or certified mail, addressed:

If to the Board, to:

President, Board of Education  
Community Unit School District #16  
600 N. Cedar  
New Berlin, IL 62670

If to the Principal, to:

Address is on File in the District Office

- L. **GOVERNING LAW.** This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- M. **MULTIPLE PARTS.** This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- N. **COMPLETE AGREEMENT.** This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements.
- O. **SEVERABILITY.** If any provision of this Agreement is deemed void or unenforceable, the remainder of this Agreement shall not be affected.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its President, on the day and year first written above.

Community Unit School District No. 16  
Board of Education

By: \_\_\_\_\_  
Junior High Principal

By: \_\_\_\_\_  
President, Board of Education

Attest:

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