

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

Wednesday, December 9, 2020

Public Session 6:30 PM

Normal West High School

501 N Parkside Rd

Normal, IL 61761

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## **MASKS ARE REQUIRED**

### **1. CALL TO ORDER AND ROLL CALL**

### **2. ADJOURN TO CLOSED SESSION(5:00p.m.)**

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

•2(c)(1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.

### **3. RECESS**

### **4. RETURN TO PUBLIC SESSION**

### **5. PLEDGE OF ALLEGIANCE**

### **6. PUBLIC HEARING**

#### **A Public Hearing for Renewal of the District's E-Learning Day Program**

1 E-Learning Day Program 3

2 Comments Regarding Public Hearing

#### **B Public Hearing for the Application for Waiver or Modification of State Board Rules and/or School Code Mandates**

1 Comments Regarding Public Hearing

### **7. SUPERINTENDENT COMMENTS**

### **8. PUBLIC COMMENTS**

### **9. REPORTS**

#### **A Facilities Report 7**

#### **B 1st Reading of Board Policies, Administrative Procedures and Exhibits**

##### **1 Section 3 - General School Administration**

a. Policy 3.40 Superintendent 26

##### **2 Section 4 - Operational Services**

a. Policy 4.10 Fiscal and Business Management 27

b. Policy 4.150 Facility Management and Building Programs 29

c. Policy 4.175 Convicted Child Sex Offender; Screening; Notifications 31

d. Policy 4.80 Accounting and Audits 33

e. Policy 4.90 Activity Funds 36

##### **3 Section 6 - Instruction**

a. Administrative Procedure 6.310-AP1 Guidelines for High School Non-District Experiences and Course Substitutions 37

b. Policy 6.310 High School for Non-District Experiences; Course Substitution; Re-Entering Students 38

c. Policy 6.340 Student Testing and Assessment Program 42

##### **4 Section 7 - Students**

a. Administrative Procedure 7.270-AP1 Dispensing Medication 43

b. Exhibit 7.270-E8 Standing Protocol for the Administration of School Supplied Undesignated Glucagon 48

c. Administrative Procedure 7.340-AP1 School Student Records 50

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

1 James Shissler, requested 11.13.20, responded 11.20.20

**10. ACTION**

- A Resolution to Adopt and Renew an E-Learning Program in Lieu of the District's Scheduled Emergency Days**
- 1 Resolution Adopting a Research-Based E-Learning Day Program 63
- B Approve the Application for Waiver or Modification of State Board Rules and/or School Code Mandates to allow for two full-day school improvement days each school year rather than four partial school improvement days** 70
- C Approve Third Amendment to Student Transportation Services Agreement** 75
- D Approve Resolution of the Board of Education of Community Unit School District No. 5, McLean and Woodford Counties, Illinois, Dismissing Jonathan Hovey from Employment, Authorizing Notice of Charges and Dismissal and Suspension Without Pay, and Suspending Jonathan Hovey Without Pay Pending a Formal Dismissal Hearing**
- E Approve the District 2021 Insurance Renewals** 79
- F Adopt Resolution for Levying Taxes and Authorizing Certificate of Tax Levy for the Year 2020** 81

**11. CONSENT AGENDA**

- A Approval of Minutes**
- Minutes are not released for public viewing until approved by the Board of Education
- 1 Closed Session 11.11.20
- 2 Regular Session 11.11.20
- B Personnel Matters** 95
- C Payment of Bills and Payroll**
- D Approve Finance Department Reports** 100
- E Approve Village of Hudson Lease Agreement** 108
- F Approve Requests for Authorization to Use Fire Prevention and Safety Funds**
- 1 Eugene Field, install floor coverings, Amendment #20 111

**12. BOARD REPRESENTATIVE COMMITTEE MEETING REPORTS, ANNOUNCEMENTS AND COMMENTS**

**13. ADJOURNMENT**



# Illinois State Board of Education

## e-Learning Program Verification Form

According to Section 10-20.56 of the School Code [105 ILCS 5/10-20.56], school districts may, by adopted resolution, utilize “e-learning days” in lieu of emergency days. The number of e-learning days may not exceed the number of emergency days in the approved school calendar. The district’s e-learning program must be verified by the regional office of education or intermediate service center for the school district prior implementation. Before adoption, the school board must hold a public hearing for initial proposal or renewal of e-learning program by:

- District Name: \_\_\_\_\_
- Publication in a newspaper of general circulation in the school district at least 10 days prior to hearing  
Date of Publication: \_\_\_\_\_
- Written or electronic notice designed to reach the parents or guardians of all students enrolled in the district  
Date of Notification: \_\_\_\_\_
- Written or electronic notice designed to reach any exclusive collective bargaining representatives of school district employees and all those employees not in a collective bargaining unit  
Date of Notification: \_\_\_\_\_
- The school board’s approval of a district’s initial e-learning program and renewal of the e-learning program shall be for a term of 3 years  
Date of Public Hearing: \_\_\_\_\_ Date of Board Meeting/Resolution: \_\_\_\_\_

Specifically, the regional office of education or intermediate service center for the school district must verify that the e-learning proposal will: 1) ensure access for all students; ensure that the specific needs of all students are met, including special education students and English learners; ensure that all mandates are still met using the e-Learning program adopted; and 2) contain provisions designed to reasonably and practicably accomplish the following:

- Ensure and verify at least 5 clock hours of instruction or school work, as required under Section 10-19.05, for each student participating in an e-learning day
- Ensure access from home or other appropriate remote facility for all students participating, including computers, the Internet, and other forms of electronic communication that must be utilized in the proposed program
- Ensure that non-electronic materials are made available for students participating in the program who do not have access to the required technology or to participating teachers or students who are prevented from accessing the required technology
- Ensure appropriate learning opportunities for students with special needs
- Monitor and verify each student's electronic participation
- Address the extent to which student participation is within the student's control as to the time, pace, and means of learning
- Provide effective notice to students and their parents or guardians of the use of particular days for e-learning
- Provide staff and students with adequate training for e-learning days' participation
- Ensure that all teachers and staff who may be involved in the provisions of e-learning have access to any and all hardware and software that may be required for the program
- Ensure an opportunity for any collective bargaining negotiations with representatives of the school district's employees that would be legally required, and including all classifications of school district employees who are represented by collective bargaining agreements and who would be affected in the event of an e-learning day
- Review and revise the program as implemented to address difficulties confronted
- Ensure that the protocol regarding general expectations and responsibilities of the program is communicated to teachers, staff, and students at least 30 days prior to utilizing an e-learning day

\_\_\_\_\_  
Verified by: School Dist. Superintendent (printed)

\_\_\_\_\_  
Signature\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Verified by: Regional Superintendent (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## E-Learning Day Plan Document

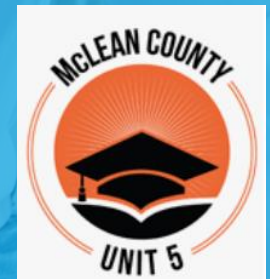
School Code Requirement	District Plan Response
<p>1. Show evidence that Board of Education has</p> <ul style="list-style-type: none"> <li>i. Given notice of public hearing in newspaper of general circulation</li> <li>ii. Provided written or electronic notice to parents or guardians of hearing</li> <li>iii. Written or electronic notice of hearing to any exclusive collective bargaining unit</li> </ul>	<p>{include on e-Learning Program Verification Form}</p>
<p>2. Show evidence of adopted board resolution of research based program(s) for e-learning days. Describe technology, techniques and procedures that will be used on e-learning days</p>	<p>{include on e-Learning Program Verification Form}</p>
<p>3. Identify hardware and software required by teachers and staff for the program.</p>	<p>Teachers will need laptops and access to District supported platforms.</p>
<p>4. Do all teachers and staff have access to the hardware and software required to deliver the e-learning program?</p>	<p>Yes. All teachers have laptops and access to all software, programs, and web-based video conferencing (e.g. Cisco Webex, Google Meet, Zoom), communication (e.g. Gmail, School Messenger, Infinite Campus), and instructional (e.g. SeeSaw, Google Classroom, CMS) platforms used by the District.</p>
<p>5. How will the district ensure and verify at least 5 clock hours of instruction or school work, as required under Section 10-19.05, for each student participating in an e-learning day?</p>	<p>The District's Letter of Understanding with the Unit Five Education Association requires bargaining unit members be digitally available to students and parents from 8:45am-1:45pm and includes synchronous and asynchronous instruction, grading and assessment, planning, providing student feedback, and/or communicating with students and families.</p>
<p>6. How will the district ensure access from home or other appropriate remote facility for all students participating, including computers, the Internet, and other forms of electronic communication that must be utilized in the proposed program?</p>	<p>All K-12 students will have District issued 1:1 devices (e.g. tablets or Chromebooks) and Pre-K students will have family issued devices (if requested). The District has entered into an agreement with Comcast to provide its Internet Essentials program to families eligible for public assistance programs. In addition, hot spots have been purchased and are available for families that need access. The District also makes paper hard copies available of choice board activities.</p>
<p>7. How will the district ensure that non-electronic materials are made available to students participating in the program who do not have access</p>	<p>Access to the required technology for students or teachers should not be an issue since the District has provided devices and Internet access to students and teachers. However, hard copies will be provided</p>

to the required technology or to participating teachers or students who are prevented from accessing the required technology?	when requested or when non-electronic activities are required.
8. How will the district ensure appropriate learning opportunities for students with special needs?	Learning opportunities for students with special needs will be evaluated to ensure activities are at the level of each student/will be created by special education teachers to ensure work towards goals and objectives is present. Special education teachers will be accessible throughout the day for electronic communication/support for students.
9. How will the district ensure appropriate learning opportunities for students with English Learners?	Activities will be created to meet learning needs and levels of every student including EL students. Modifications or additional resources may be provided (depending on the student) regarding vocabulary and alternatives for expressive language.
10. How will the district ensure appropriate learning opportunities for other students' unique needs as identified by the district?	Staff recognize the unique individual needs of students and will provide choices for students to ensure appropriate learning opportunities for all.
11. How will the district monitor and verify each student's electronic participation?	Attendance will be taken and recorded in Infinite Campus daily. This may take place during synchronous instructional times, through the completion of assignments (e.g. Google Classroom, choice board activities), or other student/parent check in means (e.g. parent email).
12. How will the district address the extent to which student participation is within the student's control as to the time, pace, and means of learning?	Teachers will provide deadlines for electronic and paper work submission (e.g. Google Classroom). Teachers have the discretion to adjust timelines based on student needs, extenuating circumstances, etc. just as they do with daily assignments throughout the year.
13. How will the district provide effective notice to students and their parents or guardians of the use of particular days for e-learning?	Parents will be notified electronically (e.g. website, email, etc.), a phone message will be sent, and TV and radio stations will be notified. This is the traditional methods of notifying parents on an emergency day. The e-learning day will be noted in all announcements when the school day has been cancelled.
14. How will the district provide staff and students with adequate training for e-learning days' participation?	The COVID-19 pandemic has provided District staff, students, and families with an abundance of training to prepare for e-learning days with remote learning and fall of 2020, and hybrid in-person/remote learning in the fall of 2020. The District will continue to provide training to staff on institute days and teachers will work with new students to train them how to use instructional devices, platforms, and etiquette.
15. How will the district ensure an opportunity for any collective bargaining negotiations with	The District has notified the exclusive representatives of each of its collective bargaining units and all staff regarding its e-learning day program. The District

<p>representatives of the school district's employees that would be legally required, including all classifications of school district employees who are represented by collective bargaining agreements and who would be affected in the event of an e-learning day?</p>	<p>entered into letters of understanding with all exclusive representatives regarding the e-learning program. The District will continue to meet its obligations to bargain the impact of the e-learning program on wages, hours, terms and conditions of employment.</p>
<p>16. How will the district review and revise the program as implemented to address difficulties confronted?</p>	<p>A survey will be provided annually to teachers, staff, and families to provide feedback. The planning team will convene to review results and revise the plan as necessary based on the results.</p>
<p>17. How will the district ensure that the protocol regarding general expectations and responsibilities of the program is communicated to teachers, staff, and students at least 30 days prior to utilizing an e-learning day?</p>	<p>The District has communicated its expectations and responsibilities of staff, students, and families through its Remote Learning Plan and Return to School Plan. The e-learning program will include many of the same expectations and responsibilities and will be communicated to staff, students, and families via emails, hard copies to students, District website, and School Messenger.</p>



# MCLEAN COUNTY UNIT 5 FACILITY UPDATE



**Our process starts with the “why”...**



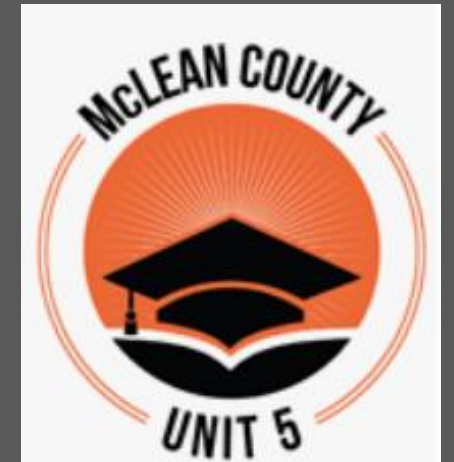
**... and ends with the impact**

# 2008 Referendum Bond Projects

## Geothermal, LED Lighting, Security, Windows & Roofing Projects

- George Evans Junior High School
- Cedar Ridge Elementary School
- Benjamin Elementary School
- Fairview Elementary School
- Glenn Elementary School
- Oakdale Elementary School
- Sugar Creek Elementary School
- Hoose Elementary School
- Brigham Elementary School
- Carlock Elementary School
- Hudson Elementary School

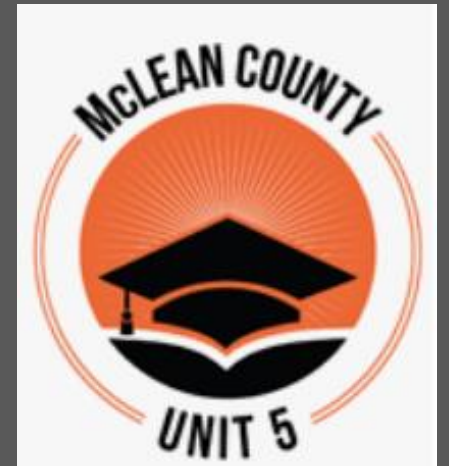
- ❑ Cost per square foot to operate geothermal buildings is 50% lower than traditional HVAC systems
- ❑ U.S. Dept of Energy awards an Energy Star if its score is at least 76 out of a 100 scale



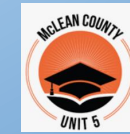
# 2015 Community Outreach and School Board Direction

- Sustainable facilities that create successful learning environments
- Avoid unplanned maintenance costs & emergency repairs
- Rising energy costs - address energy usage of the 6 largest buildings

- **George Evans Junior High School**
- Normal Community West High School
- Normal Community High School
- Parkside Junior High School
- Kingsley Junior High School
- Chiddix Junior High School

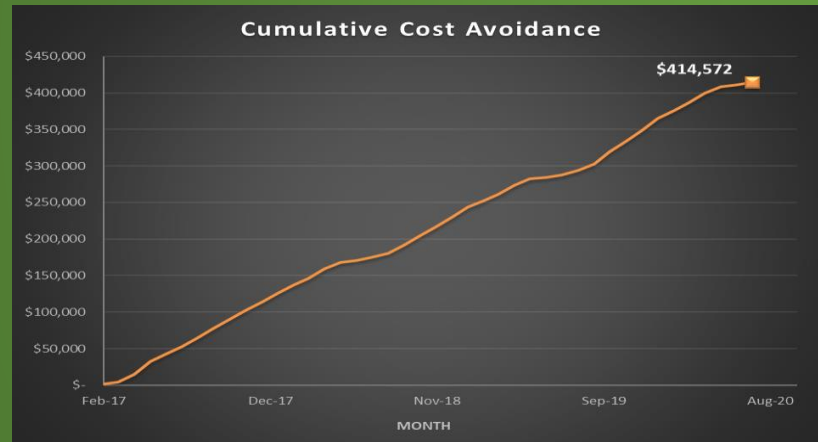


# Normal Community West High School



## Environmental Impact

- 24% reduction in electric energy annually
- 13% reduction in gas energy annually



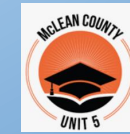
## Financial Results

- \$199,000 received in incentive funding
- \$115,000 average annual cost savings
- 7 year simple payback period



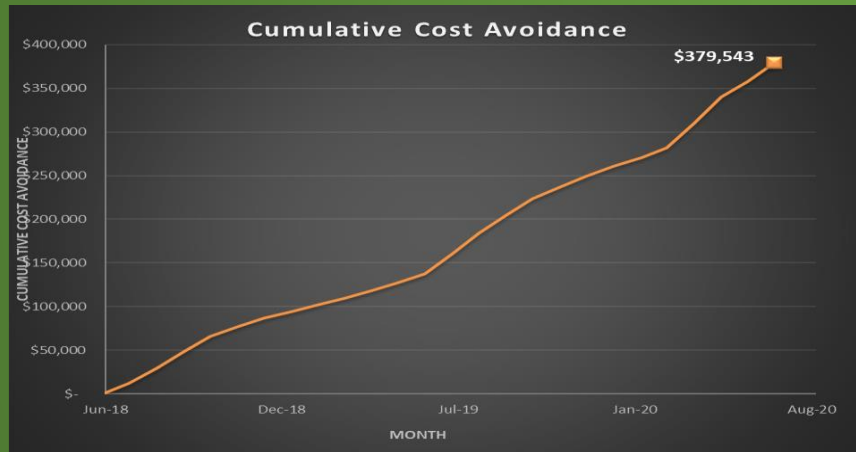
## Project Description – Completed August 2018

- New Building Automation System & DDC Controls
- Exterior LED Lighting
- 30 Year Roof
- Parking Lot Repairs
- Pool metering for public use



## Environmental Impact

- 24% reduction in electric energy annually
- 39% reduction in gas energy annually



## Financial Results

- \$284,000 received in incentive funding
- \$172,500 average annual cost savings
- 4.4 year simple payback period



## Project Description – Completed August 2019

- New Building Automation System & DDC Controls
- Exterior LED Lighting
- Parking Lot Repairs
- Pool metering for public use

# Parkside Junior High School



## Environmental Impact

- 60% reduction in electric energy annually
- 97% reduction in gas energy annually



## Financial Results

- \$290,000 received in incentive funding
- \$272,300 average annual cost savings
- 10-year simple payback period



## Project Description – Completed August 2019

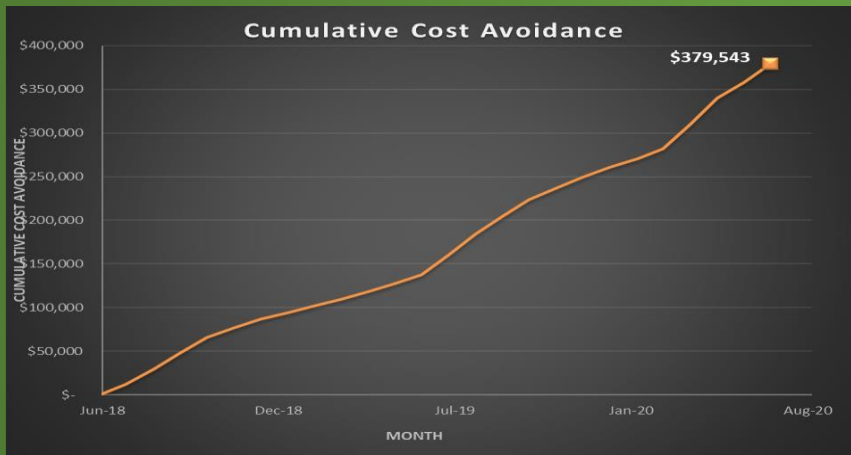
- New Building Automation System & DDC Controls
- Geothermal Upgrade
- Interior LED Lighting
- 30 Year Roof
- Parking Lot Repairs

# Kingsley Junior High School



## Environmental Impact

- 37% reduction in electric energy annually
- 45% reduction in gas energy annually



## Financial Results

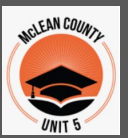
- \$181,107 received in incentive funding
- \$129,800 average annual cost savings



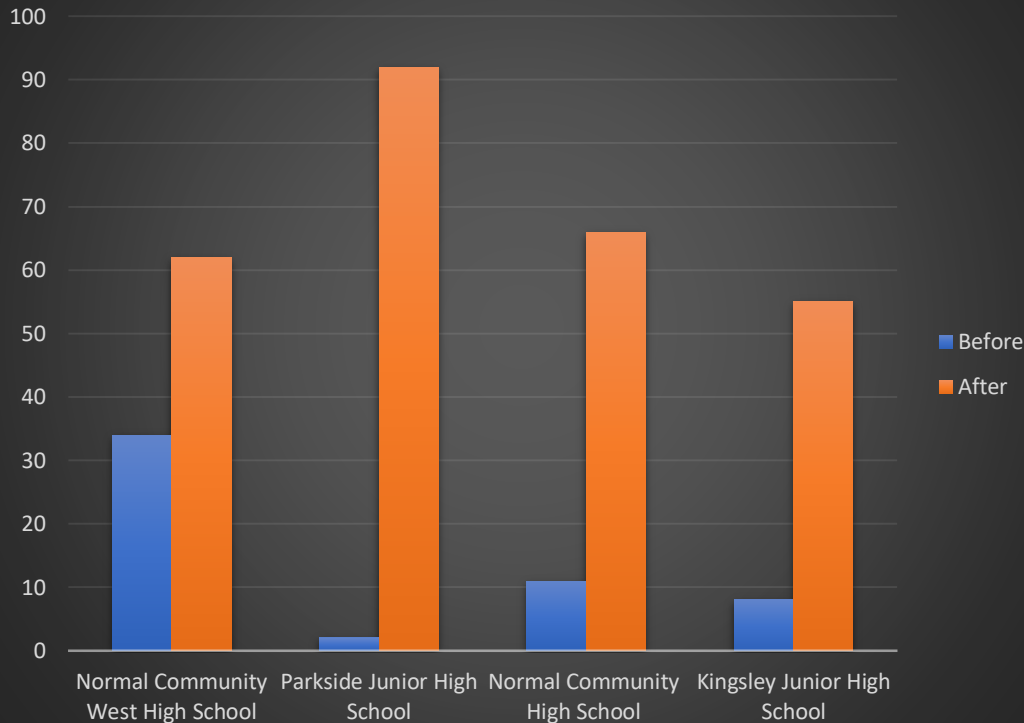
## Project Description – Completed August 2020

- New Building Automation System & DDC Controls
- Geothermal Upgrade to the Oldest Section
- Interior LED Lighting
- 30 Year Roof

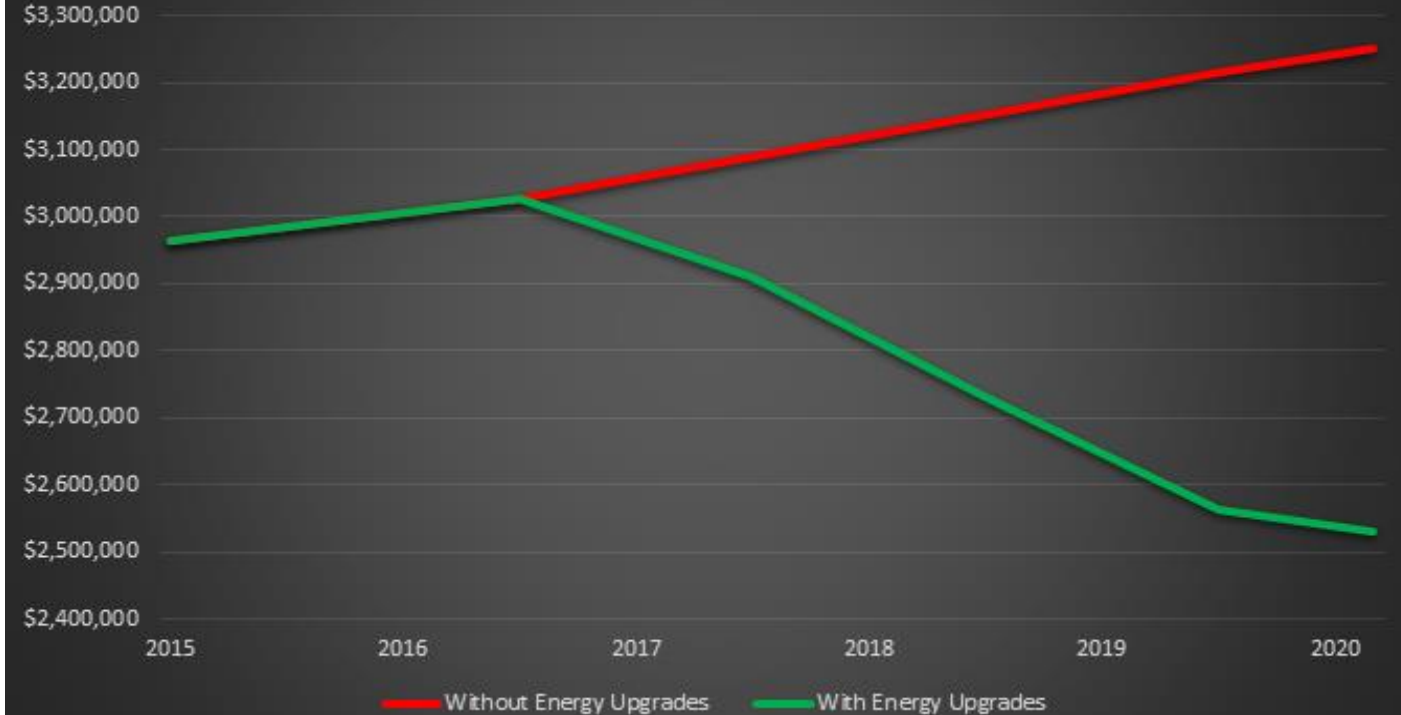
# History and Performance of the Four Energy Efficiency Projects



### Energy Star Scores (8/1/20)

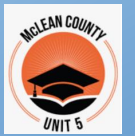


### Historic Annual Energy Costs



- U.S. Dept of Energy - Energy Star provides a score from 0 – 100
- Annual savings of more than \$700,000 by completing the four Energy Efficiency Projects

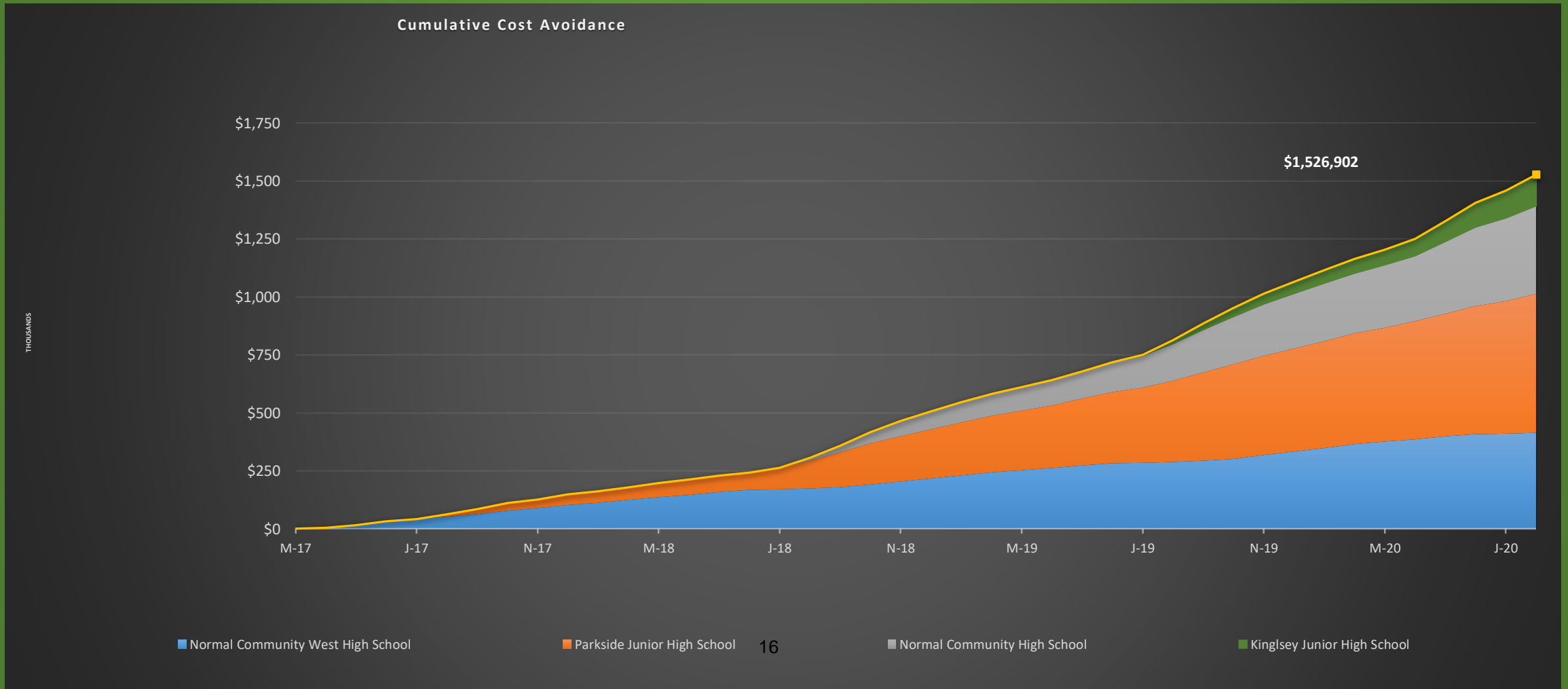
# Financial Analysis of Four Energy Efficiency Projects



• \$9,962,488 total investment

## Investment Summary

- \$954,110 received in incentive funding
- \$1,526,902 in cumulative savings



# **Overview of Health, Life Safety Projects**

**2016-2021**

# Overview of 2016 to 2021 Health Life Safety Projects & Spending

## HEALTH LIFE SAFETY SPENDING 2016-2021

TOTAL = \$23,761,860.83

2020-21 Fiscal Year Spent,  
\$3,506,694.42

2016-17 Fiscal Year Spent,  
\$4,376,540.96

2019-20 Fiscal Year Spent,  
\$5,772,701.61

2017-18 Fiscal Year Spent,  
\$5,224,996.82

2018-19 Fiscal Year Spent,  
\$4,880,927.02

18

■ 2016-17 Fiscal Year Spent ■ 2017-18 Fiscal Year Spent ■ 2018-19 Fiscal Year Spent ■ 2019-20 Fiscal Year Spent ■ 2020-21 Fiscal Year Spent

**Bond funds have  
contributed to 233  
Health Life Safety  
completed projects**

**\* See appendix for more details**

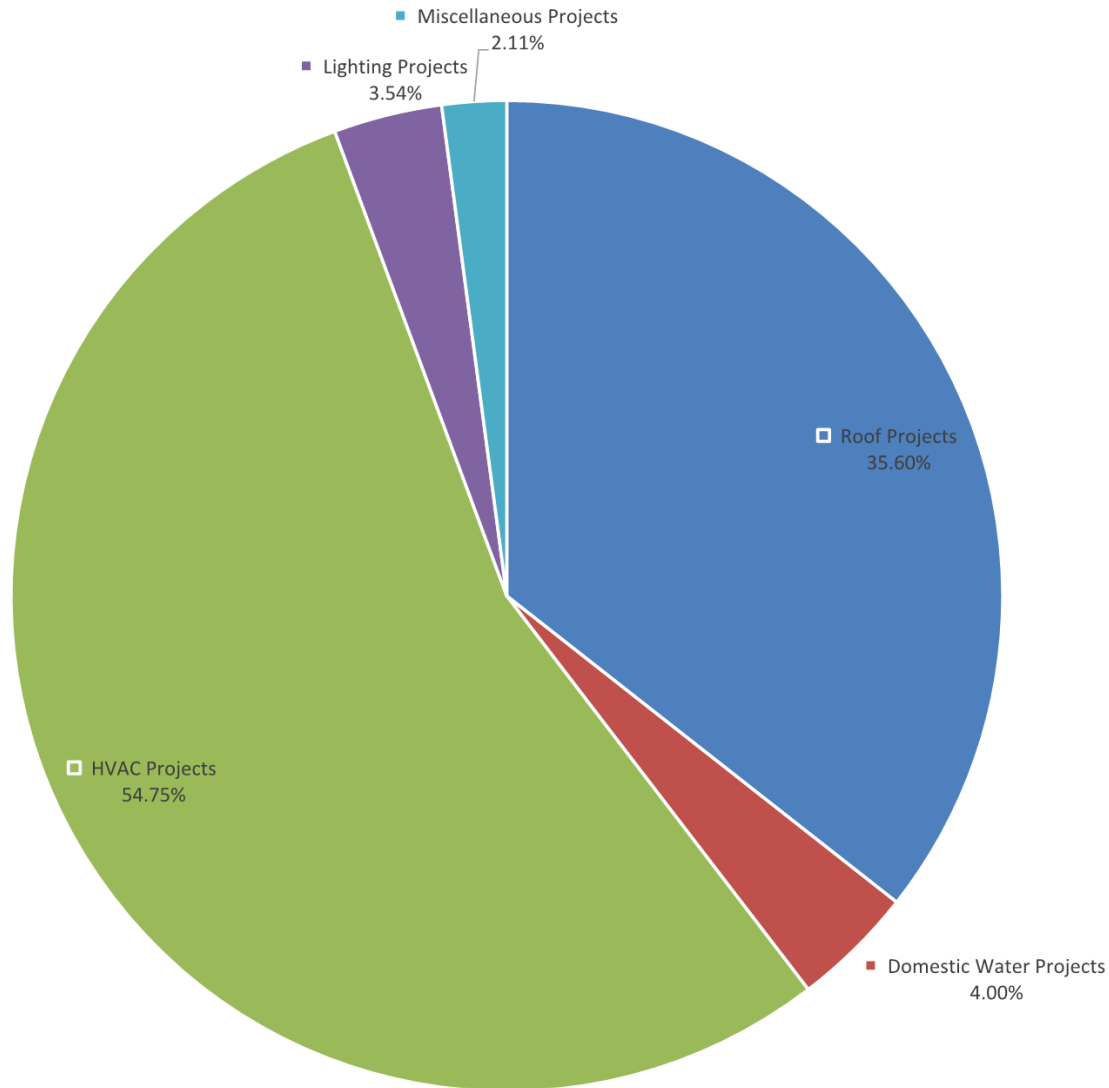
A photograph of several people's hands stacked together in a circle, symbolizing teamwork and unity. The image is overlaid with a blue tint. The word "Questions" is written in white text across the center of the hands.

# Questions

# Appendix – Life Safety Plan Spending 2016- 2021

# Health Life Safety Plan Review 2016 - 17

**HEALTH LIFE SAFETY FUNDS Fiscal Year 2016-17**  
**TOTAL = \$4,376,540.96**

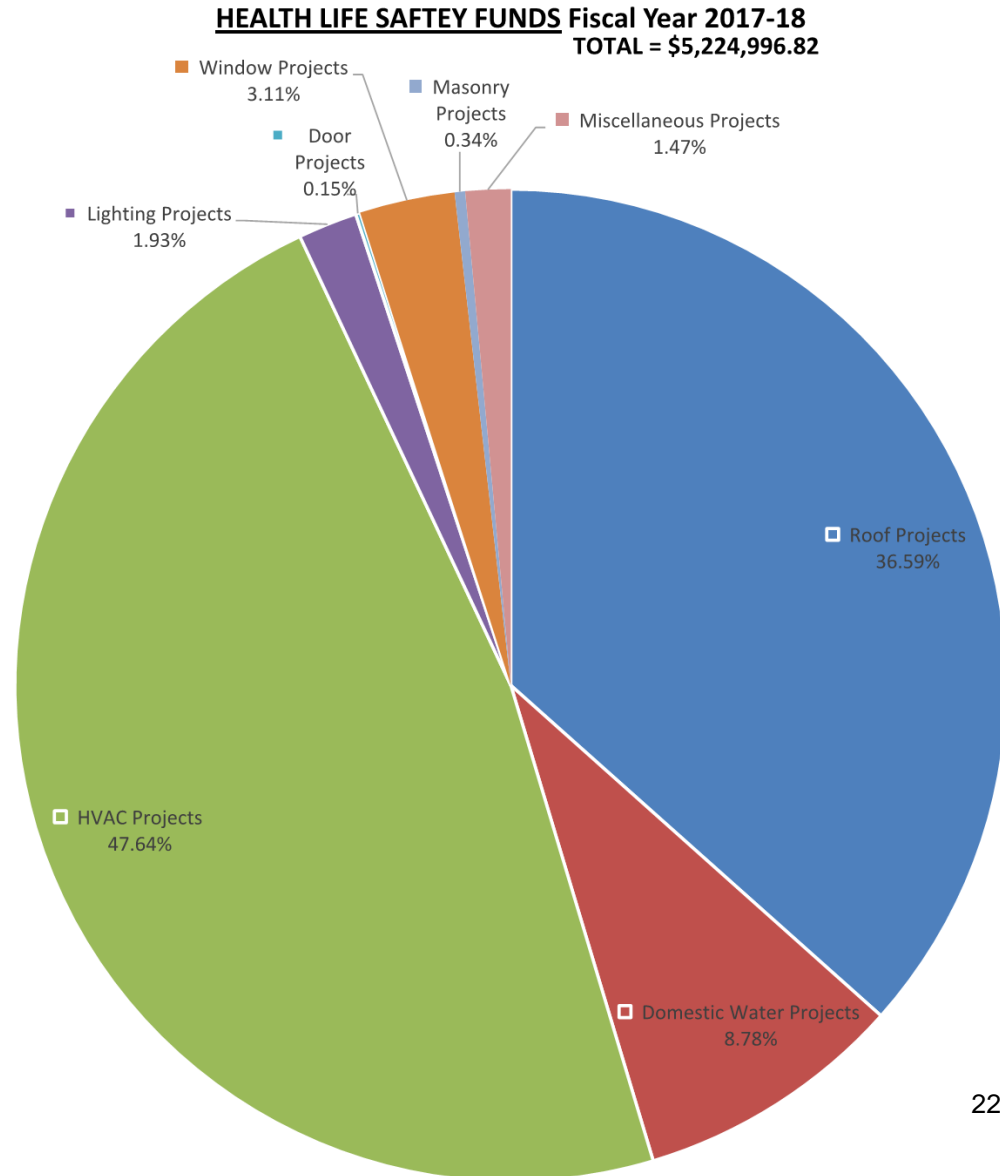


■ Roof Projects ■ Domestic Water Projects ■ HVAC Projects ■ Lighting Projects ■ Miscellaneous Projects

**Life Safety**  
**Fiscal Year 2016-17**

<u>Site</u>	<u>Description</u>
Brigham	roof
Carlock	tuck point/masonry
Carlock	roof
Carlock	gym & stage lighting
Fairview	domestic water pipe replacement
Field	roof
Fox Creek	roof
Fox Creek	plant controllers
Glenn	fire proof stage curtain
Hoose	roof
Northpoint	roof
Northpoint	boiler room chiller
Oakdale	domestic water pipe replacement
Oakdale	stage curtain
Oakdale	doors
Parkside Elem	roof
Pepper Ridge	small chiller
Pepper Ridge	roof
Pepper Ridge	large chiller
PrairieLand	chiller repairs
PrairieLand	roof
Towanda	chiller
CJHS	roof
CJHS	masonry repairs
PJHS	geothermal well field & loop pipe
PJHS	roof
PJHS	domestic water pipe replacement
NCHS	pool lighting
NCHS	lighting (parking lot, bld/canopy)
NCHS	gym curtain
NCWHS	roof (café, kitchen, locker rm)
NCWHS	roof (auditorium to stage)
NCWHS	energy project

# Health Life Safety Plan Review 2017 - 18

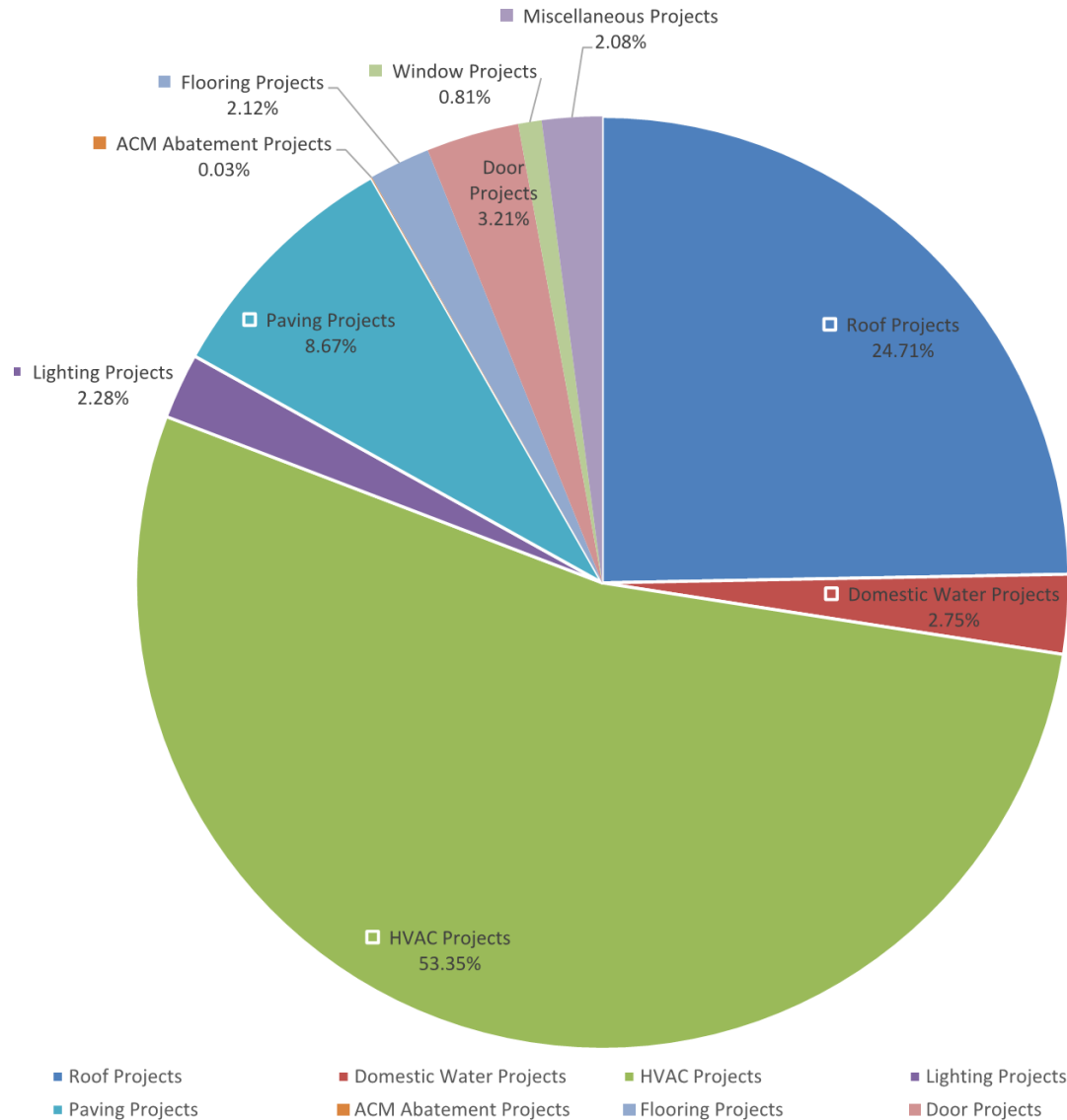


**Life Safety**  
**Fiscal Year 2017-18**

Site	Description
Brigham	domestic water pipe replacement
Brigham	roof
Carlock	roof
Carlock	masonry repairs
Fairview	domestic water pipe replacement
Fairview	masonry repairs
Field	roof
Field	interior lighting
Field	exterior lighting
Fox Creek	chiller
Glenn	roof
Grove	carpet music room
Grove	chiller
Grove	boiler efficiency - HINGE grant
Hoose	roof
Hoose	domestic water pipe replacement
Hoose	masonry & down spout repairs
Hudson	roof
Northpoint	chiller
Northpoint	roof repairs
Northpoint	replace fire alarm panel
Oakdale	domestic water pipe replacement
Oakdale	roof
Parkside Elem	roof repairs
Pepper Ridge	roof
Pepper Ridge	exit doors
Pepper Ridge	boiler efficiency - HINGE grant
Prairieland	roof
Prairieland	chiller
Prairieland	boiler efficiency - HINGE grant
Towanda	roof
CJHS	governair
CJHS	new electrical systems
KJHS	1953 addition window replacement
KJHS	lift
KJHS	boiler efficiency - HINGE grant
KJHS	roof repairs
KJHS	replace frozen water damaged ahu parts
PJHS	domestic water pipe replacement
PJHS	geothermal interior work
PJHS	lighting
PJHS	roof repair
NCHS	press box roof
NCHS	energy efficiency

# Health Life Safety Review 2018 -19

**HEALTH LIFE SAFETY FUNDS Fiscal Year 2018-19**  
**TOTAL = \$4,880,927.02**

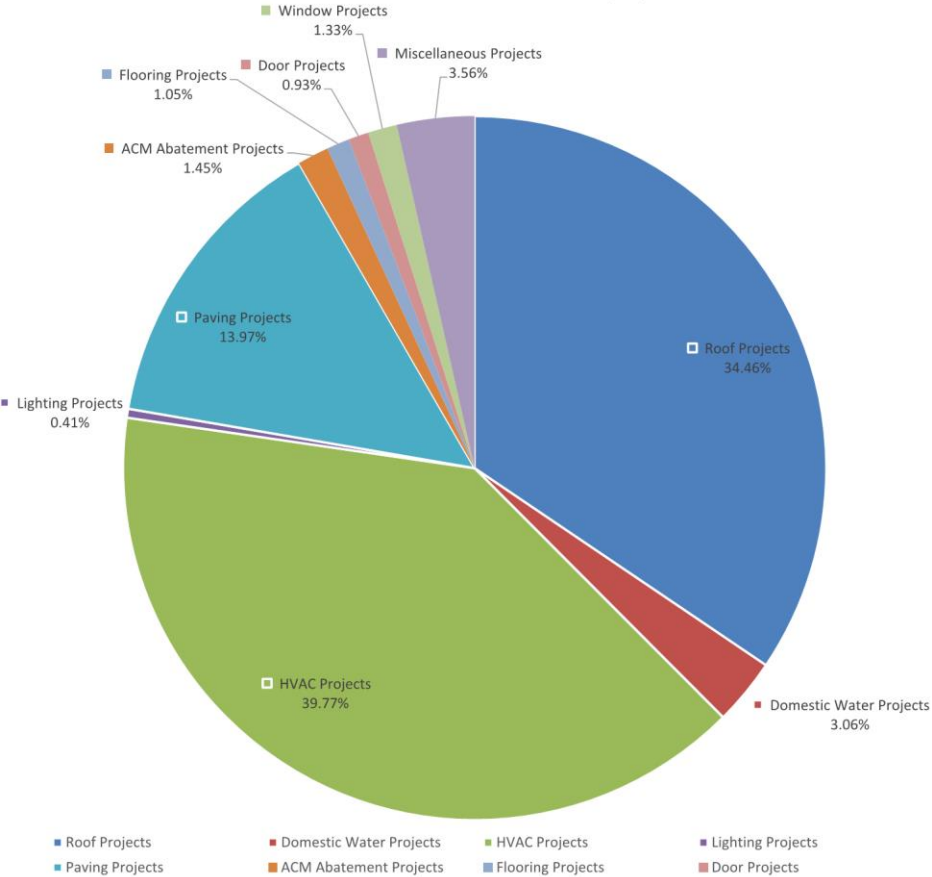


**Life Safety**  
**Fiscal Year 2018-19**

Site	Description
Brigham	roof
Benjamin	commons window repair
Benjamin	water heater
Cedar Ridge	commons window repair
Cedar Ridge	water heater
Fairview	gym lighting
Fairview	gym floor tile asbestos abatement
Field	doors & carpet
Fox Creek	electrical panel replacement
Fox Creek	roof
Glenn	roof
Grove	chiller replacement
Grove	carpet replacement
Hoose	masonry repairs
Hoose	water heater
Hoose	domestic water pipe replacement
Hoose	roof
Hudson	roof
Hudson	lighting
Northpoint	grease trap
Oakdale	roof
Parkside Elem	exterior lighting
Pepper Ridge	exterior door replacement (fire doors)
Pepper Ridge	interior door locksets (commons)
Pepper Ridge	roof
PrairieLand	roof
PrairieLand	chiller
PrairieLand	lighting
Towanda	grease trap
Towanda	roof
CJHS	roof
CJHS	governair
CJHS	new electric water heater
KJHS	lift
KJHS	boiler repair
KJHS	lockers
KJHS	geothermal borefield
PJHS	domestic water pipe replacement
PJHS	geothermal interior work
PJHS	interior lighting
PJHS	interior lighting - troffer fixtures, LED & occ sensors
PJHS	roof repair
PJHS	intercom

# Health Life Safety Plan Review 2019 - 20

**HEALTH LIFE SAFETY FUNDS Fiscal Year 2019-20**  
TOTAL = \$5,772,701.61



**Life Safety**  
Fiscal Year 2019-20

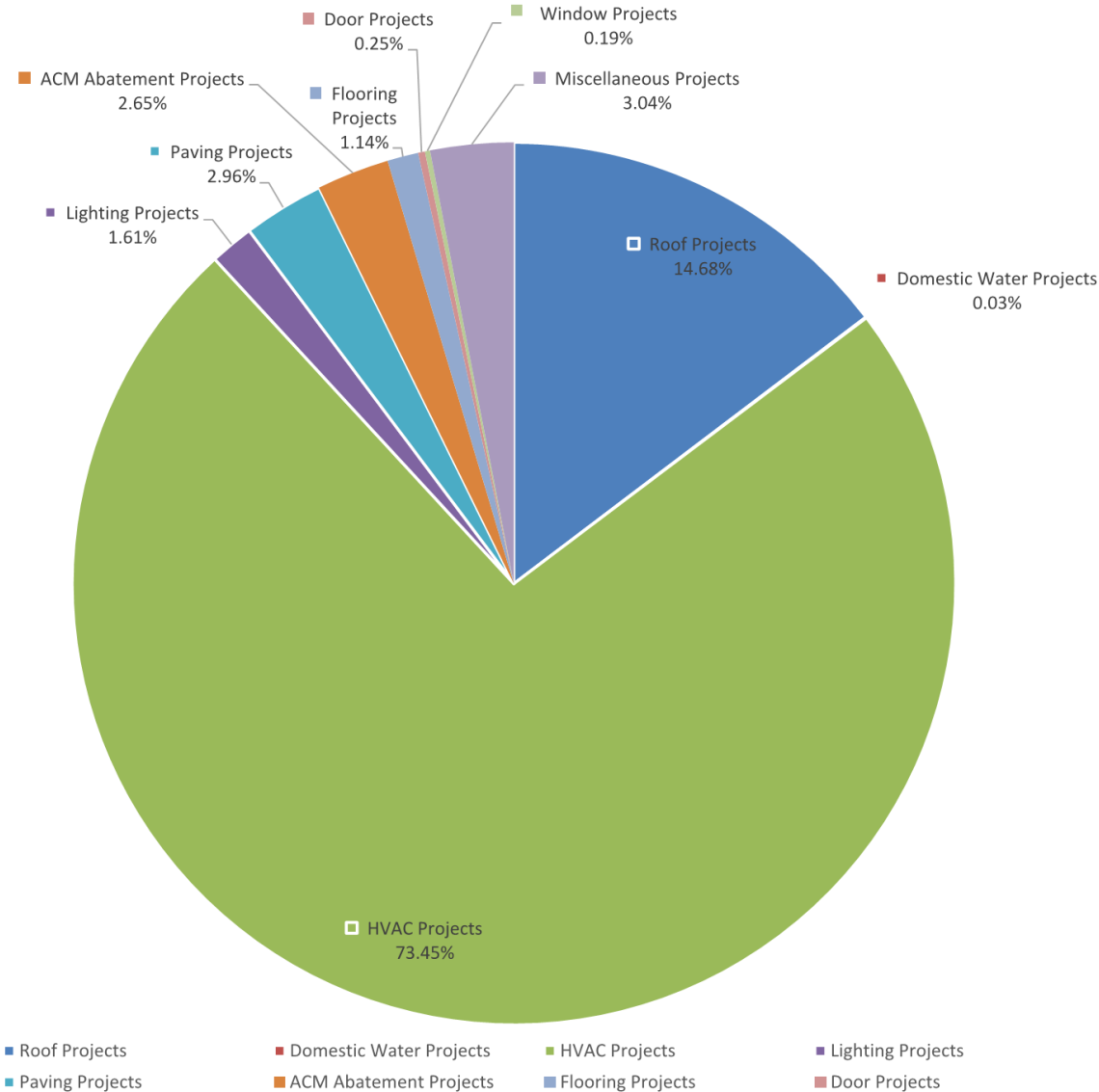
Site	Description
Benjamin	window repair
Brigham	sewage pump
Cedar Ridge	window repair
Cedar Ridge	lighting control
Cedar Ridge	water heater
ERRC IT	server rm a/c
ERRC IT	roof
Fairview	gym tile abatement
Field	ceiling tile & floor covering abatement
Fox Creek	roof
Fox Creek	chiller
Fox Creek	imc carpet
Fox Creek	motor & drives ahu 1
Grove	fan motors
Grove	BAC net controller
Grove	vfd's & controller
Grove	chiller
Grove	lighting
Grove	imc carpet
Hoose	roof
Hoose	domestic water pipe replacement
Hoose	asbestos floor tile abatement
Hoose	geothermal
Hudson	paking lot
Hudson	sewage pump
Northpoint	replace fire alarm
Northpoint	repair roof leaks
Northpoint	chiller (temp controls)
Oakdale	roof
Parkside Elem	bus lane
Parkside Elem	main entrance door
Pepper Ridge	water main break
Pepper Ridge	roof
Pepper Ridge	vfd
Pepper Ridge	doors
PrairieLand	roof
PrairieLand	chiller
PrairieLand	vfd
CJHS	water main break
KJHS	replace 2 boilers & 2 rtu's
KJHS	energy efficiency
KJHS	geothermal bore field
KJHS	geothermal interior

**Life Safety**  
Fiscal Year 2019-20

Site	Description
KJHS	hvac reno (boilers, energy efficiency & bore field)
KJHS	bleacher replacement
KJHS	outside bleacher repair
KJHS	track resurface
PJHS	geothermal & domestic water pipe replacement
PJHS	roof
PJHS	electrical entrance
PJHS	resurface parking lot & bus lane
PJHS	gym bleachers
PJHS	roll up doors
PJHS	lighting
PJHS	gym basketball backstop
PJHS	facs rm 155
NCHS	stair treads
NCHS	energy efficiency
NCHS	tennis courts
NCHS	gym curtain
NCHS	verticle turbine in mech rm
NCHS	dectron pool control upgrade
NCHS	parking lot & bus lane repairs
NCHS	vfd
NCWHS	athletic blds roof
NCWHS	stage curtain
NCWHS	replace roll up gym curtain
NCWHS	bleacher repairs
NCWHS	stage project
NCWHS	energy (vav boxes)
NCWHS	roof
NCWHS	refurbish breaker in emerg gen
NCWHS	replace door w
NCWHS	energy efficiency
NCWHS	track
NCWHS	tennis court
NCWHS	pool lights
NCWHS	condensate pump & dectron
NCWHS	pool pumps
NCWHS	roof
NCWHS	vfd
Unit Office	roof
Unit Office	lighting

# Health Life Safety Review 2020 - 21

**HEALTH LIFE SAFETY FUNDS Fiscal Year 2020-21**  
**TOTAL = \$3,506,694.42**



**Life Safety**  
**Fiscal Year 2020-21**

<u>Site</u>	<u>Description</u>
Field	exterior lighting
Field	windows
Field	asbestos abatement
Fox Creek	imc carpet & pit
Fox Creek	vfd's
Fox Creek	roof
Hoose	carpet tiles
Hudson	lighting
Hudson	kitchen tile
Pepper Ridge	exterior gym doors
Pepper Ridge	parking lot repairs
Pepper Ridge	vfd's
Pepper Ridge	water heater
Prairieland	vfd's
Prairieland	chiller
KJHS	geothermal interior
KJHS	replace lockers
KJHS	track
PJHS	roof
NCHS	install vfd's
NCHS	parking lot & driveway repairs
NCHS	energy efficiency
NCHS	pool sump pump
NCHS	pool pumps
NCWHS	parking lot & driveway repairs
NCWHS	roof
NCWHS	repair / replace chiller #2
NCWHS	furnish & install vfd's
NCWHS	pool sump pump
Unit Office	roof & painting

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## Superintendent

### Duties and Authority

The Superintendent is the District's chief executive officer and is responsible for the administration and management of the District schools in accordance with Board policies and directives, and State and federal law. Superintendent duties include, without limitation, making recommendations to the Board concerning the budget, building plans, the location of sites, the selection, retention and dismissal of teachers and all other employees, the selection of curriculum, instructional materials, and courses of study and preparing, submitting, publishing, and posting reports and notifications as required by State and federal law. The Superintendent is authorized to develop administrative procedures and take other action as needed to implement Board policy and otherwise fulfill his or her responsibilities.

The Superintendent may delegate to other District staff members the exercise of any powers and the discharge of any duties imposed upon the Superintendent by Board policies or by Board vote. The delegation of power or duty, however, shall not relieve the Superintendent of responsibility for the action that was delegated.

### Qualifications

The Superintendent must be of good character and of unquestionable morals and integrity. The Superintendent shall have the experience and the skills necessary to work effectively with the Board, District employees, students, and the community. The Superintendent must have and maintain a Professional Educator License with a Superintendent Endorsement issued by the Illinois State Educator Preparation and Licensure Board.

### Evaluation

The Board will evaluate, at least annually, the Superintendent's performance and effectiveness, using standards and objectives developed by the Superintendent and Board that are consistent with the Board's policies and the Superintendent's contract. A specific time should be designated for a formal evaluation session with all Board members present. The evaluation should include a discussion of professional strengths as well as performance areas needing improvement. The evaluation should also include the effectiveness of the administrative team.

The Superintendent shall annually present evidence of professional growth through attendance at educational conferences, in-service training or similar continuing education pursuits.

### Compensation and Benefits

The Board and the Superintendent shall enter into an employment agreement that conforms to Board policy and State law. This contract shall govern the employment relationship between the Board and the Superintendent. The terms of the Superintendent's employment agreement, when in conflict with this policy, will control.

LEGAL REF.: 105 ILCS ~~5/2-3.53b~~, 5/10-16.7, 5/10-20.47, 5/10-21.4, 5/10-23.8, 5/21B-20, 5/21B-25,  
5/24-11, and 5/24A-3.

23 Ill. Admin. Code §§1.310, 1.705, and ~~29.139~~25.355.

CROSS REF.: 2.20, 2.130, 2.240, 3.10

~~ADMIN. PROC.: 2.250-E2~~

Adopted: September 16, 1968

Reviewed: ~~January 2017~~December 2020

Amended: February 22, 2017

### **Fiscal and Business Management**

The Superintendent is responsible for the District's fiscal and business management. This responsibility includes annually preparing and presenting the District's statement of affairs to the Board and publishing it before December 1, as required by State law.

The Superintendent shall ensure the efficient and cost-effective operation of the District's business management using computers, computer software, data management, communication systems, and electronic networks, including electronic mail, the Internet, and security systems. Each person using the District's electronic network shall complete an *Authorization for Electronic Network Access*.

#### Budget Planning

The District's fiscal year is from July 1 until June 30. The Superintendent or designee shall present to the Board, at a regular meeting in August, a tentative budget with appropriate explanation. This budget shall represent the culmination of an ongoing process of planning for the fiscal support needed for the District's educational program. The District's budget shall be entered upon the Illinois State Board of Education's "School District Budget Form". To the extent possible, the tentative budget shall be balanced as defined by the State Board of Education guidelines. The Superintendent shall complete a tentative deficit reduction plan if one is required by the State Board of Education guidelines.

#### Preliminary Adoption Procedures

After receiving the Superintendent's proposed budget, the Board sets the date, place, and time for:

1. A public hearing on the proposed budget, and
2. The proposed budget to be available to the public for inspection.

The Board Secretary or designee shall arrange to publish a notice in a local newspaper stating the date, place, and time of the proposed budget's availability for public inspection and the public hearing. The proposed budget shall be available for public inspection at least 30 days before the time of the budget hearing.

At the public hearing, the proposed budget shall be reviewed and the public shall be invited to comment, question, or advise the Board.

#### Final Adoption Procedures

The Board adopts a budget before the end of the first quarter of each fiscal year, September 30, or by such alternative procedure as State law may define. The District's budget shall be entered upon the Illinois State Board of Education's "School District Budget Form." To the extent possible, the budget shall be balanced as defined by the State Board of Education; if not balanced, the Board will adopt a deficit reduction plan to balance the District's budget within—three years according to State Board of Education requirements.

The Board adopts the budget by roll call vote. The budget resolution shall be incorporated into the meeting's official minutes. Board members' names voting *yea* and *nay* shall be recorded in the minutes.

The Superintendent or designee shall perform each of the following:

1. Post the District's final annual budget, itemized by receipts and expenditures, on the District's Internet website; notify parents/guardians that the budget is posted and provide the website's address.
2. File a certified copy of the budget resolution and an estimate of revenues by source anticipated to be received in the following fiscal year, certified by the District's ~~Business Manager~~ Chief Financial Officer, with the County Clerks of McLean and Woodford Counties within 30 days of the budget's adoption.
3. Make all preparations necessary in order for the Board to timely file its Certificate of Tax Levy, including preparations to comply with the Truth in Taxation Act, and file a Certificate of Tax Levy with the County Clerks of McLean and Woodford Counties, on or before the last Tuesday in December. The Certificate lists the amount of property tax money to be provided for the various funds in the budget.
4. Submit the annual budget, a deficit reduction plan if one is required by State Board of Education guidelines, and other financial information to the State Board of Education according to its requirements.

Any amendments to the budget or Certificate of Tax Levy shall be made as provided in The School Code and Truth in Taxation Act.

#### Budget Amendments

The Board may amend the budget by the same procedure as provided for in the original adoption.

#### Implementation

The Superintendent or designee shall implement the District's budget and provide the Board with a monthly financial report that includes all deficit fund balances. The amount budgeted as the expenditure in each fund is the maximum amount that may be expended for that category, except when a transfer of funds is authorized by the Board.

The Board shall act on:

1. All expenditures.
2. All interfund loans, interfund transfers, transfers within funds, and transfers from the working cash fund or abatements, if one exists.
3. All transfers from one program to another.
4. All expenditures that are to be charged to a contingency account, if such an account exists.

LEGAL REF.: 35 ILCS 200/18-55 et seq.  
105 ILCS 5/10-17, 5/10-22.33, 5/17-1, 5/17-1.2, 5/17-2A, 5/17-3.2, 5/17-11, 5/20-5,  
5/20-8, and 5/20-10.  
23 Ill. Admin. Code Part 100.  
CROSS REF.: ~~3.40, 4.40, 5.165, 6.235~~  
ADMIN. PROC.: ~~5.165-AP1, 5.165-E1, 6.235-AP1, 6.235-E1, 6.235-E2, 6.235-E3, 6.235-E4~~

Adopted: September 7, 1972  
Reviewed: ~~January 2017~~ December 2020  
Amended: February 22, 2017

### **Facility Management and Building Programs**

The Superintendent or designee shall manage the District's facilities and grounds as well as facility construction and building programs in accordance with law, the standards set forth in this policy, and other applicable Board policies. The Superintendent or designee shall facilitate:

- 1) inspections of schools by the Regional Superintendent and State Fire Marshal or designee, ~~and~~
- 2) review of plans and specifications for future construction or alterations of a school if requested by the relevant municipality, county (if applicable), or fire protection district.
- 2)3) compliance with the 10-year safety survey process required by the School Code.

#### Standards for Managing Buildings and Grounds

All District buildings and grounds shall be adequately maintained in order to provide an appropriate, safe, and energy efficient physical environment for learning and teaching. The Superintendent or designee shall provide the Board with periodic reports on maintenance data and projected maintenance needs that include cost analysis. Prior Board approval is needed for all renovations or permanent alterations to buildings or grounds when the total estimated cost in a fiscal year will exceed \$25,000.00, including the cost equivalent of staff time. This policy is not intended to discourage efforts to improve the appearance of buildings or grounds that are consistent with the designated use of those buildings and grounds.

#### Standards for Green Cleaning

For each District school with 50 or more students, the Superintendent or designee shall establish and supervise a green cleaning program that complies with the guidelines established by the Illinois Green Government Coordinating Council.

#### Standards for Facility Construction and Building Programs

As appropriate, the Board will authorize a comprehensive study to determine the need for facility construction and expansion. On an annual basis, the Superintendent or designee shall provide the Board with projected facility needs, enrollment trends, and other data impacting facility use. Board approval is needed for all new facility construction and expansion.

When making decisions pertaining to design and construction of school facilities, the Board will confer with members of the staff and community, the Illinois State Board of Education, and educational and architectural consultants, as it deems appropriate. The Board's facility goals are to:

1. Integrate facilities planning with other aspects of planning and goal-setting.
2. Base educational specifications for school buildings on identifiable student needs
3. Design buildings for sufficient flexibility to permit new or modified programs.
4. Design buildings for maximum potential for community use.
5. Meet or exceed all safety requirements.

6. Meet requirements on the accessibility of school facilities to disabled persons as specified in State and federal law.
7. Provide for low maintenance costs, energy efficiency, and minimal environmental impact.

The Superintendent shall develop procedures for managing buildings and grounds.

LEGAL REF.: 42 U.S.C. §12101 et seq., Americans with Disabilities Act of 1990, implemented by 28 C.F.R. Parts 35 and 36.  
20 ILCS 3130/, Green Buildings Act.  
105 ILCS 5/2-3.12, 5/10-20.49, 5/10-22.36, 5/10-20.63, and 5/17-2.11,  
105 ILCS 140/, Green Cleaning Schools Act.  
105 ILCS and 230/, School Construction Law.  
410 ILCS 25/, Environmental Barriers Act (P.A. 99-582, eff.1-1-17).  
410 ILCS 35/25, Equitable Restrooms Act.  
820 ILCS 130/, Prevailing Wage Act.  
23 Ill. Admin. Code Part 151, School Construction Program; Part 180, Health/Life Safety Code for Public Schools; and Part 2800, Green Cleaning for Elementary and Secondary Schools.  
71 Ill. Admin. Code Part 400, Illinois Accessibility Code.  
CROSS REF.: 2.150, 2.170, 4.60, 4.155, 8.70  
~~ADMIN. PROC.: 2.150-AP1, 2.170-AP1, 4.60-AP1, 4.60-AP4, 4/60-AP4,E4~~

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**Convicted Child Sex Offender; Screening; Notifications**

Persons Prohibited on School Property without Prior Permission

State law prohibits a child sex offender from being present on school property or loitering within 500 feet of school property when persons under the age of 18 are present, unless the offender meets either of the following two exceptions:

1. The offender is a parent/guardian of a student attending the school and has notified the Building Principal of his or her presence at the school for the purpose of:
  - i. attending a conference at the school with school personnel to discuss the progress of his or her child academically or socially,
  - ii. participating in child review conferences in which evaluation and placement decisions may be made with respect to his or her child regarding special education services, or
  - iii. attending conferences to discuss other student issues concerning his or her child such as retention and promotion ~~and notifies the Building Principal of his or her presence at the school, ;~~ or
2. The offender received permission to be present from the Board, Superintendent or Superintendent's designee. If permission is granted, the Superintendent or Board President shall provide the details of the offender's upcoming visit to the Building Principal.

In all cases, the Superintendent or designee shall supervise a child sex offender whenever the offender is in a child's vicinity.

If a student is a sex offender, the Superintendent or designee shall develop guidelines for managing his or her presence in school.

Screening

The Superintendent or designee shall perform fingerprint-based criminal history records information checks and/or screenings required by State law or Board policy for employees; student teachers; students doing field or clinical experience other than student teaching; contractors' employees who have direct, daily contact with one or more children; and resource persons and volunteers. He or she shall take appropriate action based on the result of any criminal background check and/or screen.

Notification to Parents/Guardians

The Superintendent or designee shall develop procedures for the distribution and use of information from law enforcement officials under the Sex Offender Community Notification Law and the Murderer and Violent Offender Against Youth Community Notification Law. The Superintendent or designee shall serve as the District contact person for purposes of these laws. The Superintendent and Building Principal shall manage a process for schools to notify the parents/guardians during school registration that information about sex offenders is available to the public as provided in the Sex Offender Community Notification Law. This notification must occur during school registration and at other times as the Superintendent or Building Principal determines advisable.

Adopted: September 25, 1996  
Reviewed: ~~March 2017~~ December 2020  
Amended: April 12, 2017

LEGAL REF.: 20 ILCS 2635/, Uniform Conviction Information Act.  
720 ILCS 5/11-9.3.  
730 ILCS 152/, Sex Offender Community Notification Law.  
730 ILCS 154/75-105, Murderer and Violent Offender Against Youth Community  
Notification Law.

CROSS REF.: ~~4.60~~, 5.30, 5.260, 6.250, 8.30, 8.100

ADMIN. PROC.: ~~4.60-AP1, 4.60-AP2, 4.60-AP3, 5.30-AP2, 8.30-AP1, 8.30-E1~~

Adopted: September 25, 1996  
Reviewed: ~~March 2017~~ December 2020  
Amended: April 12, 2017

### **Accounting and Audits**

The District's accounting and audit services shall comply with the *Requirements for Accounting, Budgeting, Financial Reporting, and Auditing*, as adopted by the Illinois State Board of Education (ISBE), State and federal laws and regulations, and generally accepted accounting principles. Determination of liabilities and assets, prioritization of expenditures of governmental funds, and provisions for accounting disclosures shall be made in accordance with government accounting standards as directed by the auditor designated by the Board. The Superintendent or designee, in addition to other assigned financial responsibilities, shall report monthly on the District's financial performance, both income and expense, in relation to the financial plan represented in the budget.

#### Annual Audit

At the close of each fiscal year, the Superintendent shall arrange an audit of the District's funds, accounts, statements, and other financial matters. The audit shall be performed by an independent certified public accountant designated by the Board and be conducted in conformance with prescribed standards and legal requirements. A complete and detailed written audit report shall be provided to each Board member and to the Superintendent.

The Superintendent shall annually, on or before October 15, submit an original and one copy of the audit to the Regional Superintendent of Schools.

#### Annual Financial Report

The Superintendent or designee shall annually prepare and submit the Annual Financial Report on a timely basis using the form adopted by the ISBE. The Superintendent or designee shall review and discuss the Annual Financial Report with the Board before it is submitted.

#### Inventories

The Superintendent or designee is responsible for establishing and maintaining accurate inventory records. The inventory record of supplies and equipment shall include a description of each item, quantity, location, purchase date, and cost or estimated replacement cost, unless the supplies and equipment are acquired by the District pursuant to a federal or State grant award, in which case the inventory record shall also include the information required by 2 C.F.R. 200.313, if applicable. The Superintendent shall establish procedures for the management of property acquired by the District under grant awards that comply with federal and State law.

#### Capitalization Threshold

To be considered a capital asset for financial reporting purposes, a capital item must be at or above a capitalization threshold of \$5,000 for equipment or \$15,000 for all other capital assets and have an estimated useful life greater than one year.

#### Disposition of District Property

The Superintendent or designee shall notify the Board, as necessary, of any of the following so the Board may consider its disposition: (1) District personal property (property other than buildings and land) that is no longer needed for school purposes, and (2) school site, building, or other real estate that is unnecessary, unsuitable, or inconvenient. Notwithstanding the above, the Superintendent or designee may unilaterally dispose of personal property of diminutive value. The Superintendent

shall establish procedures for the disposition of property acquired by the District under grant awards that comply with federal and State law.

#### Taxable Fringe Benefits

The Superintendent or designee shall: (1) require that all use of District property or equipment by employees is for the District's convenience and best interests unless it is a Board-approved fringe benefit, and (2) ensure compliance with the Internal Revenue Service regulations regarding when to report an employee's personal use of District property or equipment as taxable compensation.

#### Controls for Revolving Funds and Petty Cash

Revolving funds and the petty cash system are established in *Board policy 4.50, Payment Procedures*. The Superintendent shall: (1) designate a custodian for each revolving fund and petty cash fund, (2) obtain a bond for each fund custodian, and (3) maintain the funds in compliance with this policy, State law, and ISBE rules. A check for the petty cash fund may be drawn payable to the designated petty cash custodian. Bank accounts for revolving funds are limited to an amount determined by the Superintendent or designee not to exceed a maximum balance of \$5,000.00. All expenditures from these bank accounts must be directly related to the purpose for which the account was established and supported with documentation, including signed invoices or receipts. All deposits into these bank accounts must be accompanied with a clear description of their intended purpose. The Superintendent or designee shall include checks written to reimburse revolving funds on the Board's monthly listing of bills indicating the recipient and including an explanation.

#### Control Requirements for Checks

The Board must approve all bank accounts opened or established in the District's or a District school's name or with the District's Federal Employer Identification Number. All checks issued by the District must be signed by either the Treasurer or Board President, except that checks from ~~an~~ accounts containing student activity funds or fiduciary funds and checks from revolving accounts may be signed by the ir respective account custodianss.

#### Internal Controls

The Superintendent is primarily responsible for establishing and implementing a system of internal controls for safeguarding the District's financial condition; the Board, however, will oversee these safeguards. The control objectives are to ensure efficient business and financial practices, reliable financial reporting, and compliance with State law and Board policies, and to prevent losses from fraud, waste, and abuse, as well as employee error, misrepresentation by third parties, or imprudent employee action.

The Superintendent or designee shall annually audit the District's financial and business operations for compliance with established internal controls and provide the results to the Board. The Board may from time-to-time engage a third-party to audit internal controls in addition to the annual audit.

#### Auditing Firm Selection

The Board shall approve the selection of an auditing firm and any subsequent renewal of the auditing contract. Interviews of potential providers of auditing services shall be conducted no later than the ninth consecutive year with a firm.



LEGAL REF.: 2 C.F.R. §200 et seq.  
30 ILCS 708/, Grant Accountability and Transparency Act, implemented by 44 Ill. Admin. Code 7000 et seq.  
105 ILCS 5/2-3.27, 5/2-3.28, 5/3-7, 5/3-15.1, 5/5-22, 5/10-20.19, 5/10-21.4, 5/10-22.8, and 5/17-1 et seq.  
23 Ill. Admin. Code, Part 100.

CROSS REF.: 3.40, 4.10, 4.50, 4.55, 4.90

~~ADMIN. PROC.: 4.80-AP1~~

**Student Activity and Fiduciary Funds**

The Board, upon the Superintendent or designee's recommendation, establishes student activity funds to be managed by student organizations under the guidance and direction of a staff member for educational, recreational, or cultural purposes. The Board, upon the Superintendent or designee's recommendation, also establishes fiduciary funds to be supervised by the Superintendent or designee. The District has custodial responsibilities for fiduciary funds but no direct involvement in the management of such funds.

Student Activity Funds

The Superintendent or designee shall be responsible for managing student activity funds in accordance with Board policy 4.80, Accounting and Audits; State law; and the Illinois State Board of Education (ISBE) rules for student activity funds.

The Board will appoint a treasurer for each fund to serve as the fund's sole custodian and be bonded in accordance with ~~The the~~ School Code. The treasurer shall have all of the responsibilities listed in ~~the Illinois State Board of Education~~ISBE rules for school activity funds, including the authority to make loans between activity funds.

Unless otherwise instructed by the Board, a student activity fund's balance will carry over to the next fiscal year. If an activity has been discontinued, or if an account containing student activity funds is inactive for 12 consecutive months, the account may, upon the recommendation of Superintendent or designee, be closed and its funds transferred to the District's funds or another student activity fund or authorized fund, with a similar purpose.

No salaries or stipends will be paid from activity funds unless authorized by the Superintendent or designee according to established procedures.

Fiduciary Funds

Superintendent or designee shall be responsible for supervising fiduciary funds in accordance with Board policy 4.80, Accounting and Audits; State law, and ISBE rules for fiduciary funds. The Board will appoint a treasurer for each fund to serve as the fund's sole custodian and be bonded in accordance with the School Code. The treasurer shall have all of the responsibilities specific to the treasurer listed in the ISBE rules for fiduciary funds.

LEGAL REF.: 105 ILCS 5/8-2 and 5/10-20.19.  
23 Ill. Admin. Code §§100.20, ~~and~~100.80, ~~and~~ 100.85.  
CROSS REF.: ~~3.40~~, 4.80, 7.325  
~~ADMIN. PROC.: 4.90-E1, 4.90-E2, 4.90-E3, 4.90-E4~~

Adopted: September 25, 1996  
Reviewed: ~~June 2015~~December 2020  
Amended: August 12, 2015

**Administrative Procedure -- Guidelines for High School  
Non-District Experiences and Course Substitutions**

A student enrolled full time may request the opportunity to take off campus learning courses as outlined in *Board policy 6.310*.

1. The high school Building Principal or designee will oversee and manage student requests for off campus course credit.
2. Guidance counselors will notify all students that off campus courses require approval in advance from the designated building administrator.
3. The student submits *Exhibit 6.310-E1* and all necessary course and institution information to the designated counselor in a timely manner.
4. The designated counselor and high school administrator approves, or denies, off campus course offerings. To be approved, courses must be from an approved accredited institution and credit earned must adhere to the limits defined in *Board policy 6.310* (specifically, no more than six total credits may be earned outside of Unit 5's course offerings; no more than one credit may be earned outside of the school day per semester).
5. The designated administrator and registrar accept the grade and transfer information at the conclusion of the course.

■  
CROSS REF: 6.110, 6.180, 6.300, 6.310, 7.50  
ADMIN. PROC.: 6.310-E1

Adopted: September 9, 2015

Reviewed: December 2020

Amended:

**High School Credit for Non-District Experiences;  
Course Substitutions; Re-Entering Students**

Credit for Non-District Experiences

A student may receive high school credit for successfully completing any of the listed courses or experiences even when it is not offered in or sponsored by the District:

1. Distance learning course, including a correspondence, virtual, or online course, from an accredited institution
2. Courses in an accredited foreign exchange program
3. Summer school or community college courses
4. College or high school courses offering dual credit at both the college and high school level
5. Foreign language courses taken in an ethnic school program approved by the Illinois State Board of Education
6. Work-related training at manufacturing facilities or agencies in a Tech Prep Program
7. Credit earned in a Vocational Academy

The student must seek approval from the Superintendent or designee to receive graduation credit for any non-District course or experience. The Superintendent or designee shall determine the amount of credit and whether a proficiency examination is required before the credit is awarded. As approval is not guaranteed, students should seek conditional approval of the experience before participating in a non-District course or experience. The student assumes responsibility for any fee, tuition, supply, or other expense. The student seeking credit is responsible for (1) providing documents or transcripts that demonstrate successful completion of the experience, and (2) taking a proficiency examination, if requested. The Superintendent or designee shall determine which, if any, non-District courses or experiences, will count toward a student's grade point average, class rank, and eligibility for athletic and extracurricular activities. This section does not govern the transfer of credits for students transferring into the District.

**Guidelines for High School Non-District Experiences and Course Substitutions**

- A student may take no more than six high school credits outside of Unit 5's course offerings.
- A student who has failed more than six high school credits may exceed the limit of six high school credits to recover credits to fulfill graduation requirements.
- High school credit may be earned during the school day only if approved in advance by the Building Principal or designee.
- A maximum of one high school credit (two classes) may be earned ~~outside the school day~~ per semester unless approved in advance by the Building Principal or designee.
- A maximum of two high school credits may be earned during a single summer session unless approved in advance by the Building Principal or designee.
- The aforementioned credit limitations apply only to a student enrolled full time.

Substitutions for Required Courses

**Vocational or technical education; ~~registered apprenticeship program~~**

A student in grades 11-12 may satisfy one or more high school courses (including physical education) or graduation requirements by successfully completing related vocational or technical education courses ~~or a registered apprenticeship program under rules adopted by the State Board of Education under Section 2-3.173 of the School Code~~ if:

1. The Building Principal approves the substitution(s) and the vocational or technical education course is completely described in the District's Course to Career Guide along with its relationship to the required course; and
2. The student's parent/guardian requests and approves the substitution(s) in writing on forms provided by the District.

A vocational or technical education course shall qualify as a related vocational or technical education course within the meaning of this Section only if it contains at least 50% of the content of the required course or graduation requirement for which it is substituted, as determined by the State Board of Education in accordance with standards that it shall adopt and uniformly apply for purposes of this Section.

**Registered Apprenticeship Program**

The Superintendent or designee will ensure that the District complies with State law requirements for registered apprenticeship programs. The opportunities and requirements for registered apprenticeship programs contained in this policy will be posted on the District's website, and parents/guardians and students will also be notified of such opportunities in the appropriate school handbook(s).

A student in grades 9-12 who is 16 years or older may satisfy one or more high school courses (including physical education) or graduation requirements by successfully completing a registered apprenticeship program if:

1. The registered apprenticeship program meets all criteria contained in State law;
2. The registered apprenticeship program is listed by the District, or the student identifies a registered (but not listed) apprenticeship program with a business or organization if one is not offered in the District;
3. The student enrolled in a registered apprenticeship program has the opportunity to earn post-secondary credit toward a certificate or degrees, as applicable;
4. The student's parent/guardian requests and approves the substitution(s) in writing on forms provided by the District and on its website;
5. The Building Principal approves the substitution(s); and
6. All non-academic requirements mandated by the School Code for high school graduation that would otherwise prohibit or prevent the student from participating in the registered apprenticeship program are waived.

**Advanced placement computer science**

The advanced placement computer science course is equivalent to a high school mathematics course. A student in grades 9-12 may substitute the advanced placement computer science course

for one year of mathematics, in accordance with Section 27-22 of the School Code. The transcript of a student who completes the advanced placement computer science course will state that it qualifies as a mathematics-based, quantitative course.

### **Substitutions for Physical Education**

A student in grades 11-12, unless otherwise stated, may submit a written request to the Building Principal to be excused from physical education courses for the reasons stated below. The Superintendent or designee shall maintain records showing that the criteria set forth in this policy were applied to the student's individual circumstances, as appropriate.

1. Ongoing participation in a marching band program for credit;
2. Enrollment in Reserve Officer's Training Corps (ROTC) program sponsored by the District;
3. Ongoing participation in an interscholastic athletic program;
4. Enrollment in academic classes that are required for admission to an institution of higher learning; or
5. Enrollment in academic classes that are required for graduation from high school, provided that failure to take such classes will result in the student being unable to graduate.

A student who is eligible for special education may be excused from physical education courses pursuant to Board policy 7.260, *Exemption from Physical Education*

### **Volunteer service credit.**

A student participating in the District's Volunteer Service Credit Program, if any, may earn credit toward graduation for the performance of community service. The amount of credit given for program participation shall not exceed that given for completion of one semester of language arts, math, science, or social studies.

### Re-Entering Students

Individuals younger than 21 years of age may re-enter high school to acquire a high school diploma or an equivalency certificate, subject to the limitations in Board policy 7.50, *School Admissions and Student Transfers To and From Non-District Schools*. Re-entering students may obtain credit through the successful completion of the following (not all of these may be available at any one time):

1. District courses
2. Non-District experiences described in this policy
3. Classes in a program established under Section 10-22.20 of the School Code, in accordance with the standards established by the Illinois Community College Board
4. Proficiency testing, correspondence courses, life experiences, and other nonformal educational endeavors
5. Military service, provided the individual making the request has a recommendation from the American Council on Education

The provisions in the section **Credit for Non-District Experiences**, above, apply to the receipt of credit for any non-District course.

LEGAL REF.: 105 ILCS 5/2-3.44, 5/2-3.108, 5/2-3.115, 5/2-3.142, [5/2-3.175](#), 5/10-22.43a, 5/13B-1, 5/26-16, 5/27-6, 5/27-22.3, and 5/27-22.05.  
23 Ill. Admin. Code §§~~1.420(p)~~[1.425\(e\)](#), 1.440(f), ~~and~~ 1.470(c), [and Part 255](#).

CROSS REF: ~~6.110~~, 6.180, 6.300, [6.315](#), 6.320, 7.50, ~~7.210~~, 7.260  
ADMIN. PROC.: ~~6.310-AP1, 6.310-E1, 6.310-E2~~

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### Student Testing and Assessment Program

The District student assessment program provides information for determining individual student achievement and instructional needs; curriculum and instruction effectiveness; and school performance measured against District student learning objectives and statewide norms.

The Superintendent or designee shall ~~develop and supervise~~ manage the student assessment program that, at a minimum:

1. Administers ~~the State assessment system, known as the Partnership for Assessment of Readiness for College and Careers (PARCC) to~~ students all standardized assessments required by the Illinois State Board of Education (ISBE), to all students and/or any other appropriate assessment methods and instruments, including norm and criterion-referenced achievement tests, aptitude tests, proficiency tests, and teacher-developed tests.
2. ~~Informs~~ students of the timelines and procedures applicable to their participation in every State assessment.
3. Provides each student's parents/guardians with the results or scores of each State assessment and an evaluation of the student's progress. See Board policy 6.280, Grading and Promotion.
4. Utilizes professional testing practices.

Overall student assessment data on tests required by State law will be aggregated by the District and reported, along with other information, on the District's annual report card. All reliable assessments administered by the District and scored by entities outside of the District must be (1) reported to ISBE on its form by the 30<sup>th</sup> day of each school year, and (2) made publicly available to parents/guardians of students. Board policy 7.340, Student Records, and its implementing procedures govern recordkeeping and access issues.

LEGAL REF.: 20 U.S.C. §1232g, Family Educational Rights and Privacy Act, ~~20 U.S.C. §1232g~~,  
105 ILCS 10/, Illinois School Student Records Act,  
105 ILCS 5/2-3.63a-5, 5/2-3.64a-5, 5/10-17a, and 5/27-1.

CROSS REF.: 6.15, 6.280, 7.340

ADMIN. PROC.: ~~6.280-AP1, 7.340-AP-1, 7.340-AP1,E1, 7.340-AP2, 7.340-AP2,E2~~

Adopted: May 28, 1997

Reviewed: ~~December 2014~~ December 2020

Amended: January 14, 2015

**Administrative Procedure - Dispensing Medication**

Actor	Action
Parents/ Guardians	<ul style="list-style-type: none"> <li data-bbox="440 348 1347 583"> <span style="display: inline-block; width: 1em; margin-left: -1em;">▪</span> Ask the child’s physician, dentist, or other health care provider who has authority to prescribe medications if a medication, either prescription or non-prescription, must be administered during the school day. <i>Medication</i> includes an epinephrine injector, e.g. <i>EpiPen®</i>, and asthma inhaler medication (105 ILCS 5/22-30a), medical cannabis (105 ILCS 5/22-33(g), glucagon (105 ILCS 14/27), and any medication required under a plan listed in 105 ILCS 5/10-22.21b(c), for a student’s self-administration of medication.                     </li> </ul> <p data-bbox="513 594 1347 1077"> <b>For a student with diabetes:</b> The parent/guardian is responsible to share the health care provider’s instructions concerning the student’s diabetes management during the school day. When assistance with diabetes care has been requested for a student while at school or participating in a school sponsored activity, the student’s diabetes will be managed according to a diabetes care plan. A school nurse or delegated care aide will be responsible for implementing the services and accommodations specified in a student’s diabetes care plan to the extent they are not managed by the student as authorized under the student’s diabetes care plan. See Care of Students with Diabetes Act, 105 ILCS 145/. Last, the Public Self-Care of Diabetes Act allows a person with diabetes (or a parent/guardian of a person with diabetes) to self-administer insulin (or administer insulin) in any location, public or private, where the person is authorized to be irrespective of whether the injection site is uncovered during or incidental to the administration of insulin (410 ILCS 135/).                 </p> <p data-bbox="513 1094 1347 1455"> <b>For a student with epilepsy:</b> The parent/guardian is responsible to share the health care provider’s instructions. When assistance has been requested for a student with epilepsy while at school or participating in a school sponsored activity, the student’s epilepsy will be managed according to a seizure action plan. <u>A school nurse or delegated care aide will be responsible for implementing the services and accommodations specified in a student’s seizure action plan to the extent they are not managed by the student as authorized under the student’s seizure action plan. In accordance with the seizure action plan, a student must be permitted to possess on his or her person, at all times, the supplies, equipment, and medication necessary to treat epilepsy.</u> See Seizure Smart School Act, 105 ILCS 150/.                 </p> <p data-bbox="513 1472 1347 1707"> <b>For a student with asthma:</b> The parent/guardian is responsible for sharing the student’s asthma action plan. When assistance has been requested for a student with asthma while at school or participating in a school sponsored activity, the student’s asthma will be managed according to an asthma action plan. See 105 ILCS 5/22-30(j-5). Asthma emergencies shall be managed pursuant to the District’s asthma emergency response protocol. 105 ILCS 5/22-30(j-10).                 </p> <p data-bbox="513 1724 1347 1833">                     A student with asthma is allowed to self-administer and self-carry asthma medication if the student’s parent/guardian provide the school with: (1) written authorization for the self-administration and/or self-care of asthma medication; and (2) the prescription label containing the                 </p>

	<p>name of the asthma medication, the prescribed dosage, and the time at which or circumstances under which the asthma medication is to be administered. 105 ILCS 5/22-30(b).</p> <p><b>For a student using medical cannabis:</b> The parent/guardian is responsible for providing the school with copies of the valid registry identification cards issued to their child and the child's designated caregiver as required by Ill. Dept. of Public Health. The student's parent/guardian must also ask the student's health care provider to complete Exhibit 7.270-E2 <i>School Medication Authorization Form – Medical Cannabis</i>. 105 ILCS 5/22-33(b-5).</p> <p>The designated caregiver shall be allowed to administer a medical cannabis infused product to the student on the premises of the child's school or on the child's school bus. The product must be immediately removed from school premises or the school bus after administration.</p> <p>State law does not require school personnel to administer medical cannabis to students. 105 ILCS 5/22-33(b). Trained school nurses and administrators are allowed, but not required, to administer a medical cannabis infused product to the student on the premises of the child's school, at a school-sponsored activity, or before/after normal school activities, including while the student is in before-school or after-school care on school-operated property or while being transported on a school bus. 105 ILCS 5/22-33(b-5).</p> <p>Product administered by a school nurse or administrator must be stored with the school nurse at all times in a manner consistent with storage of other student medication at the school and may be accessible only by the school nurse or an administrator. 105 ILCS 5/22-33(b-10).</p> <p><b>For a student self-administering medication:</b> A student is allowed to self-administer medication if the student's parent/guardian has completed and signed Exhibit 7.270-E1 <i>School Medication Authorization Form</i>. A student's self-administration of medication other than an epinephrine injector or asthma medication must be under the direct supervision of a delegated school employee.</p> <p><b>For any student with a chronic illness:</b> If the student's health and safety are at risk if a medication or procedure is not given/performed during the school day, the medication with accompanying district forms and all equipment for the procedure with accompanying district forms MUST be on file at the school before the student may attend. See Exhibit 7.270-E3 <i>Request for Authorized Personnel to Perform a Procedure at School Form</i>.</p> <ul style="list-style-type: none"><li>▪ If so, ask the health care provider to complete a <i>School Medication Authorization Form</i>. <b>This form must be completed and given to the school before the school will store or dispense any medication, before the child may possess asthma medication or an epinephrine injector, and before a child will be allowed to self-administer any medication.</b></li><li>▪ When a student's licensed health care provider and parent/guardian believe that it is necessary for the student to take a medication outside of school hours during school-related activities, the parent/guardian must complete Exhibit 7.270-E1 <i>School Medication Authorization Form</i> requesting that the school dispense the medication to the child.</li></ul>
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	<ul style="list-style-type: none"> <li>▪ If a student is on a medication indefinitely, the parent/guardian must file a new Exhibit 7.270-E1 <i>School Medication Authorization Form</i> every year.</li> <li>▪ Bring the medication to the school office. If the medicine is for asthma or is an epinephrine injector, a student may keep possession of it for immediate use at the student's discretion:             <ol style="list-style-type: none"> <li>(1) while in school,</li> <li>(2) while at a school-sponsored activity,</li> <li>(3) while under the supervision of school personnel, or</li> <li>(4) before or after normal school activities, such as while in before-school or after-school care on school-operated property (105 ILCS 5/22-30(e)).</li> </ol> </li> <li>▪ For asthma inhalers, provide the prescription label. Bring other prescription medications to the school in the original package or appropriately labeled container. <b>The container shall display:</b> <ol style="list-style-type: none"> <li>(1) Student's name;</li> <li>(2) Prescription number;</li> <li>(3) Medication name and dosage;</li> <li>(4) Administration route and/or other direction;</li> <li>(5) Date(s) and time(s) to be taken;</li> <li>(6) Licensed prescriber's name; and</li> <li>(7) Pharmacy name, address, and phone number.</li> </ol> </li> <li>▪ Bring non-prescription medications to school in the manufacturer's original container with the label indicating the ingredients and the student's name affixed.</li> <li>▪ At the end of the treatment regime, remove any unused medication from the school.</li> </ul>
<p>School Office Personnel</p>	<ul style="list-style-type: none"> <li>▪ Provide a copy of these procedures, as well as Exhibit 7.270-E1 <i>School Medication Authorization Form</i>, to inquiring parents/guardians.</li> <li>▪ Whenever a parent/guardian brings medication for a student to the office, summon the school nurse.</li> <li>▪ If the school nurse is unavailable, accept the medication, provided the parent/guardian submits a completed Exhibit 7.270-E1 <i>School Medication Authorization Form</i> and the medication is packaged in the appropriate container.</li> <li>▪ Put the medication in the appropriate locked drawer or cabinet. Tell the school nurse about the medication as soon as possible.</li> <li>▪ If the school nurse is unavailable and a student is identified as having asthma, seizures, a food allergy, or diabetes, request the student's parent/guardian to share their child's asthma action plan, seizure action plan, food allergy and emergency action plan, diabetes care plan, or other qualifying plan. If the plan is provided, keep it on file in the school nurse's office. Tell the school nurse or Building Principal or designee of the receipt of the plan as soon as possible so that he/she may provide copies of it to appropriate school staff interacting with the student on a regular basis and, if applicable, attach it to the student's Section 504 plan or Individualized Education Program (IEP). 105 ILCS 5/22-30(j-5).</li> </ul>

<p>School Nurse</p>	<ul style="list-style-type: none"> <li>▪ Ensure that a parent/guardian who brings medication for his or her child has complied with the parent/guardian’s responsibilities as described in this administrative procedure.</li> <li>▪ If a student is identified as having asthma, seizures, a food allergy, or diabetes, request the student’s parent/guardian to share their child’s asthma action plan, seizure action plan, food allergy and emergency action plan, diabetes care plan, or other qualifying plan. If the plan is provided, keep it on file in the school nurse office. Provide copies of it to appropriate school staff that interact with the student on a regular basis and, if applicable, attach it to the student’s Section 504 plan or IEP. 105 ILCS 5/22-30(j-5).</li> <li>▪ In conjunction with the licensed prescriber and parent/guardian, identify circumstances, if any, in which the student may self-administer the medication and/or carry the medication. A student will be permitted to carry and self-administer only medication for asthma or an epinephrine auto-injector. A student may also self-administer other medication dispensed by a delegated school employee.</li> <li>▪ Work with a student’s parent/guardian and healthcare provider to develop an emergency action plan for a student who self-administers medication in accordance with 105 ILCS 5/10-22.21b(c). The plan must include (105 ILCS 5/10-22.21b(d)):             <ol style="list-style-type: none"> <li>1. A plan of action in the event a student is unable to self-administer medication, and</li> <li>2. The situations in which a school must call 911.</li> </ol> </li> <li>▪ The nurse will administer medication ensuring that these 5 “<b>Rights</b>” are observed:             <ul style="list-style-type: none"> <li>▪ <b>Right patient</b> (verify the name of the student receiving the medication),</li> <li>▪ <b>Right drug</b> (ensure the label on the medication matches the School Medication Authorization Form),</li> <li>▪ <b>Right dose</b> (verify the dose on the medication form matches the bottle),</li> <li>▪ <b>Right route</b> (verify the correct route), and</li> <li>▪ <b>Right time</b> (verify the correct time and call the student to the nurse’s office if the student needs to be reminded).</li> </ul> </li> <li>▪ Prior to administering a medical cannabis infused product in accordance with 105 ILCS 5/22-33(b-5), annually complete the medical cannabis infused product administration training curriculum developed by the Ill. State Board of Education. 105 ILCS 5/22-33(f-5).</li> <li>▪ In conjunction with the Illinois Nurse Practice Act and Exhibit 7.270-E4 <i>Delegation of Oral Medication to Unlicensed Assistive Personnel</i>, delegate the administration of oral medication when appropriate.</li> <li>▪ If a medication error occurs, the nurse should immediately assess the student and respond as needed, inform the Building Principal or designee, inform the parents, and document the incident in the medication log. The Building Principal should inform the Superintendent or designee.</li> <li>▪ Store the controlled medication in a locked drawer or cabinet, except as otherwise allowed by law. A student may keep possession of medication</li> </ul>
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	<p>for asthma or an epinephrine injector. Medications requiring refrigeration should be refrigerated in a secure area.</p> <ul style="list-style-type: none"> <li>▪ Plan with the student the time(s) the student should come to the nurse's office to receive medications.</li> <li>▪ Document each dose of the medication in the student's individual health record. Documentation shall include date, time, dosage, route, and the signature of the person administering the medication or supervising the student in self-administration.</li> <li>▪ Assess effectiveness and side effects as required by the licensed prescriber. Provide written feedback to the licensed prescriber and the parent/guardian as requested by the licensed prescriber.</li> <li>▪ Document whenever the medication is not administered as ordered along with the reasons.</li> <li>▪ If the parent/guardian does not pick up the medication by the end of the school year, discard the medication in the presence of a witness.</li> </ul>
<p>Building Principal</p>	<ul style="list-style-type: none"> <li>▪ Supervise the use of these procedures.</li> <li>▪ Perform any duties described for school office personnel, as needed.</li> <li>▪ Perform any duties described for school nurses, as needed. No staff member shall be required to administer medications to students, except school nurses, non-certificated and registered professional nurses, and administrators. 105 ILCS 5/10-22.21b(b). However, provided a <i>School Medication Authorization Form</i> has been completed and signed by the student's parent/guardian and healthcare provider with prescriptive authority, and the employee has agreed to and signed Exhibit 7.270-E4 <i>Delegation of Oral Medication to Unlicensed Assistive Personnel</i>, school employees may dispense medication to students, administer medication to students, or supervise a student's self-administration of medication.</li> <li>▪ Make arrangements, in conjunction with the parent/guardian, supervising teachers, and non-administrative employees, for the student to receive needed medication while on a field trip or during school-related activities.</li> </ul>
<p>Teachers or Non-administrative School Employees</p>	<ul style="list-style-type: none"> <li>▪ Dispense medication to students, administer medication to students, or supervise a student's self-administration of prescription or non-prescription medication as provided in this procedure. Coaches and sponsors of school-related activities may be required to dispense and supervise a student's self-administration of medication.</li> </ul>

LEGAL REF.: 105 ILCS 5/10-20.14b, 5/10-22.21b, 5/22-30, and 5/22-33.  
 105 ILCS 145/, Care of Students with Diabetes Act.  
 410 ILCS 130/, Compassionate Use of Medical Cannabis Program Act.  
 23 Ill. Admin. Code §1.540.

CROSS REF.: 7.270

ADMIN. PROC.: [7.270-AP1-E1](#), 7.270-AP2, 7.270-AP3, 7.270-E1, 7.270-~~E2~~[E3](#), 7.270-~~AP1~~[E4](#)~~E5~~, [7.270-E6](#), [7.270-E7](#), [7.270-E8](#)

Adopted: April 27, 2011  
 Reviewed: ~~November 2019~~[December 2020](#)  
 Amended: December 11, 2019

**Exhibit – Standing Protocol for the Administration of  
School Supplied (Undesignated) Glucagon for  
Potentially Life-Threatening Hypoglycemia (low blood sugar) in Individuals  
Pursuant to Public Act 101-0428 (NEW)**

**ISSUED TO:**

\_\_\_\_\_  
Name of School District

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**STANDING PROTOCOL:**

Any Registered Nurse working within the Illinois school system (school nurse) or trained delegated care aide authorized to administer undesignated glucagon through a student's diabetes care plan may administer emergency glucagon via an intranasal device to a student whose prescribed glucagon is not available on-site or has expired if in the school nurse's or trained personnel's professional judgment the student is experiencing severe hypoglycemia. The school nurse must be licensed to practice under the Nurse Practice Act, 225 ILCS 65/50-1 et seq. "Delegated Care Aide" means a school employee who has received training in diabetes care and to assist students in implementing their diabetes care plan, including recognizing and responding to severe hypoglycemia, and has entered into an agreement with a parent or guardian and the school district.

**ASSESSMENT:**

The possibility of severe hypoglycemia will be considered when individuals with known type 1 or type 2 diabetes present with altered mental and/or physical functioning that requires assistance from another person for recovery.

**IMPLEMENTATION AND PHYSICIAN PROTOCOL:**

The school nurse or delegated care aide will assess the individual's symptoms and history. If, in the reasonable opinion of the school nurse or delegated care aide, severe hypoglycemia is likely, the school nurse or delegated care aide will obtain the undesignated glucagon (if the student's prescribed glucagon is not available on-site or has expired) and administer it according to the student's diabetes care plan.

The school nurse or delegated care aide will administer nasal glucagon 3mg in accordance to the manufacturer's instructions, and the school nurse or delegated care aide will monitor the individual for changes in his or her symptoms and will attempt to make the person as comfortable as possible.

Emergency services will be contacted as soon as possible using available 911 or other municipal service. Immediately after the administration of undesignated glucagon, the school nurse will be notified if the undesignated glucagon was administered by a delegated care aide, and the school must notify the student's parent or guardian or emergency contact, if known, and health care provider of its use.

\_\_\_\_\_  
Adopted:  
Reviewed: December 2020  
Amended:

The school nurse or delegated care aide will advise the emergency services personnel of the symptoms that required the use of glucagon, the dose of glucagon, and any change in the symptoms or condition of the individual.

The school nurse or other school personnel will accompany a student in the ambulance if required by school policy and as permitted by the local Emergency Medical Services System protocol.

**QUALITY ASSURANCE:**

The school nurse or delegated care aide will complete a written report detailing the name of the individual, all of his/her observations, physical assessments, interventions (together with the results of such interventions), the dosage of glucagon administered, and time for each. The completed written report shall be signed by the school nurse or delegated care aide and submitted to the physician signing this order and the student's primary care physician, if known, within 24 hours.

**EXPIRATION AND DISPOSAL OF UNUSED GLUCAGON:**

The school nurse shall check the expiration date located on the undesignated glucagon monthly and obtain a new prescription for a replacement glucagon prior to that expiration date.

The school nurse shall dispose of an expired undesignated glucagon in a manner consistent with current school medication policies or return to the issuing pharmacy for disposal. An inventory log shall be kept by the school nurse indicating the date of receipt of undesignated glucagon and the date of administration or disposal of the glucagon.

EFFECTIVE DATE: \_\_\_\_\_

RENEWAL DATE (one year from effective date): \_\_\_\_\_

PHYSICIAN SIGNATURE \_\_\_\_\_

PHYSICIAN NAME (printed) \_\_\_\_\_

PHYSICIAN CONTACT NUMBER: \_\_\_\_\_

PHYSICIAN LICENSE NUMBER: \_\_\_\_\_

**Administrative Procedure - School Student Records**  
*This procedure implements Board policy 7:340, Student Records.*  
*It contains a **Table of Contents** and lettered **Sections**.*

**Table of Contents**

- A. Legal Citations and Definitions
- B. School Student Records Defined
- C. Eligible Students Accorded the Rights of Parent/Guardian
- D. Official Records Custodians
- E. Maintenance of School Student Records
- F. Retention and Destruction of School Student Records
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- I. Record of Release
- J. Orders of Protection
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- L. Transmission of Records for Transfer Students
- M. Directory Information
- N. Student Record Challenges
- O. Amendment of Records

**Sections**

**A. Legal Citations and Definitions**

The legal requirements contained in this procedure are followed by a citation to the controlling rule and/or statute. Citations in parenthesis indicate the location of a named law. For additional clarification regarding a requirement, the cited law should be reviewed.

Definitions are found in the Illinois School Student Records Act (105 ILCS 10/2) and the Illinois State Board of Education rules (23 Ill. Admin. Code §375.10). For easy reference, some definitions are re-printed in this procedure.

The release of confidential information given by a student to a therapist (e.g., school counselor or psychologist) is not included in these procedures but is governed by the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/).

**B. School Student Records Defined**

*School Student Record* means any writing or other recorded information concerning a student and by which a student may be individually identified that is maintained by a school or at its direction or by an employee of a school, regardless of how or where the information is stored. 105 ILCS 10/2(d).

*Special Education Records* means school records that relate to identification, evaluation, or placement of, or the provision of a free and appropriate public education to, students with disabilities under the Individuals with Disabilities Education Act (20 U.S.C. §1400 *et seq.*) and Article 14 of the School Code. These records include the report of the multidisciplinary staffing conference on which placement or nonplacement was based and all records and audio recordings in any format relating to special education placement hearings and appeals. 23 Ill. Admin. Code §375.10.

Adopted: June 22, 2011  
Reviewed: ~~March 2020~~ December 2020  
Amended: May 13, 2020

A school student record does not include any of the following:

1. Writings or other recorded information maintained by an employee for his or her exclusive use, provided they are destroyed not later than the student's graduation or permanent withdrawal, and are not released or disclosed to any other person except a substitute teacher. ~~ILCS~~-105 ILCS 10/2(d)
2. Information maintained by law enforcement professionals working in the school. 105 ILCS 10/2(d).

### **C. Eligible Students Accorded the Rights of Parent/Guardian**

All rights and privileges concerning school student records that are accorded to parents/guardians become exclusively those of the student when the student reaches 18 years of age, graduates from high school, marries, or enters military service, whichever occurs first. 105 ILCS 10/2(g). Such students are called *eligible students* in this procedure.

### **D. Official Records Custodians**

Each Building Principal is designated the Official Records Custodian for his or her respective school and has the duties, without limitation, listed below.

1. Is responsible for the maintenance, care, and security of all school student records, whether or not the records are in his or her personal custody or control, and shall take all reasonable measures to protect school student records through administrative, technical, and security safeguards against risks, such as unauthorized access, release, or use. 105 ILCS 10/4(a) & (b); 23 Ill. Admin. Code §375.40(g).
2. Reviews student temporary records at least every four years, or upon a student's change in attendance centers, whichever occurs first, to verify entries and correct inaccurate information. The records review is required in any given school year at the time a student first changes attendance centers within the District, but it does not need to be conducted if the student enrolls in a different attendance center later in that same school year. 23 Ill. Admin. Code §375.40(b).
3. When notified by the Dept. of Children and Family Services (DCFS), purges DCFS's final finding report from the student's record and returns the report to DCFS. If a school has transferred the report to another school as part of the transfer of the student's records, the sending school shall forward a copy of the DCFS's request to the receiving school. 325 ILCS 5/8.6.
4. Manages requests to access school student records.
5. Transfers a certified copy of the records of students transferring to another school and retains the original records.
6. Provides all required notices to parents/guardians and students, including without limitation, each of the following:
  - a. Upon initial enrollment or transfer to the school, notification of rights concerning school student records; the notification may be delivered by any means likely to reach parents, including direct mail or email, delivery by the student to the parent, or incorporation into a student handbook. 23 Ill. Admin. Code §375.30.
  - b. Annual notification of information that is considered to be *directory information* and of the procedures to be used by parents/guardians to request that specific information not be released. 23 Ill. Admin. Code §375.80.
  - c. Notification to secondary students and their parents/guardians that they may opt out of the disclosure of students' names, addresses, and telephone listings to military recruiters and institutions of higher learning by submitting a written request that such

information not be released without the prior written consent of the parent/guardian. 20 U.S.C. §7908.

- d. Notification of their right to a hearing to challenge any entry in the school student records (except for academic grades) and Official Records Custodian's name and contact information. 23 Ill. Admin. Code §375.90.
  - e. Upon a student's graduation, transfer, or permanent withdrawal, notification of the destruction schedule for the student's permanent and temporary school student records and of their right to request a copy through: (1) the school's parent or student handbook, (2) publication in a newspaper published in the ~~district~~ District or, if no newspaper is published in the ~~district~~ District, in a newspaper of general circulation within the district, (3) U.S. mail delivered to the last known address of the parent/guardian or student, or (4) other means provided notice is confirmed to have been received, e.g., hand delivery, return receipt, or read receipt email. 105 ILCS 10/4(h), amended by P.A. 101-161, eff. 1-1-20; 23 Ill. Admin. Code §375.40(c).
7. Takes all action necessary to ~~assure~~ ensure that school personnel are informed of the provisions of the School Student Records Act. 105 ILCS 10/3(c).
  8. Performs all actions required of the District described in this procedure and the laws governing school student records.

The Building Principal may delegate any of these duties to an appropriate staff member but shall remain responsible for the duty's execution.

**E. Maintenance of School Student Records** 105 ILCS 10/2; 23 Ill. Admin. Code §375.10.

The District maintains two types of school records for each student: a *permanent* record and a *temporary* record.

The *student permanent record* shall consist of the following and only the following:

1. Basic identifying information, including the student's name and address, birth date and place, gender, and the names and addresses of the student's parent(s)/guardian(s).
2. Evidence required by the Missing Children's Records Act (325 ILCS 50/5(b)(1)).
3. Academic transcripts, including grades, class rank, graduation date, and grade level achieved, as applicable; scores received on college entrance examinations if that inclusion is requested in writing by an eligible student or the student's parent/guardian; the unique student identifier assigned and used by ISBE's Student Information System (23 Ill. Admin. Code §1.75.); as applicable, designation of an Advanced Placement computer science course as a mathematics-based, quantitative course for purposes of meeting State graduation requirements set forth in 105 ILCS 5/27-22, amended by P.A. 101-643; as applicable, designation of the student's achievement of the State Seal of Biliteracy, awarded in accordance with 105 ILCS 5/2-3.457-159 and 23 Ill. Admin. Code §1.442Part 680; as applicable, designation of the student's achievement of the State Commendation Toward Biliteracy, awarded in accordance with 23 Ill. Admin. Code §680.20(c); and as applicable, designation of the student's achievement of the Global Scholar Certification, awarded in accordance with 105 ILCS 5/2-3.673.169 and 23 Ill. Admin. Code §1.443.4
4. Attendance record.
5. Health record, defined by ISBE rule as "medical documentation necessary for enrollment and proof of having certain examinations, as may be required under Section 27-8.1 of the [School] Code."
6. Record of release of permanent record information that contains the information listed in Section I, **Record of Release**, below.
7. Scores received on all State assessment tests administered at the high school level (that is, grades 9 through 12) 105 ILCS 5/2-3.64a-5, amended by P.A. 101-643.

Adopted: June 22, 2011

Reviewed: ~~March 2020~~ December 2020

Amended: May 13, 2020

ISBE rule provides that if not maintained in the temporary record, the *permanent record* may include:

1. Honors and awards received.
2. Information concerning participation in school-sponsored activities or athletics, or offices held in school-sponsored organizations.

No other information shall be placed in the permanent record.

The *student temporary record* contains all information not required to be kept in the student permanent record and must include:

1. Record of release of temporary record information that contains the information listed in Section I, **Record of Release**, below.
2. Scores received on the State assessment tests administered in the elementary grade levels (that is, kindergarten through grade 8).
3. Completed home language survey (23 Ill. Admin. Code §228.15(d)).
4. Information regarding serious disciplinary infractions (that is, those involving drugs, weapons, or bodily harm to another) that resulted in expulsion, suspension, or the imposition of punishment or sanction.
5. Any final finding report received from a Child Protective Service Unit provided to the school under the Abused and Neglected Child Reporting Act; no report other than what is required under Section 8.6 of that Act (325 ILCS 5/8.6) shall be placed in the student record (23 Ill. Admin. Code §375.40(f)).
6. Health-related information, defined by ISBE rule as “current documentation of a student’s health information, not otherwise governed by the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110) or other privacy laws, which includes identifying information, health history, results of mandated testing and screenings, medication dispensation records and logs (e.g., glucose readings), long-term medications administered during school hours, documentation regarding a student athlete’s and his or her parents’ acknowledgment of the District’s concussion policy adopted pursuant to 105 ILCS 5/10-20.53, and other health-related information that is relevant to school participation (e.g., nursing services plan, failed screenings, yearly sports physical exams, interim health histories for sports)”.
7. Accident report, defined by ISBE rule as “documentation of any reportable student accident that results in an injury to a student, occurring on the way to or from school or on school grounds, at a school athletic event or when a student is participating in a school program or school-sponsored activity or on a school bus and that is severe enough to cause the student not to be in attendance for one-half day or more or requires medical treatment other than first aid. The accident report shall include identifying information, nature of injury, days lost, cause of injury, location of accident, medical treatment given to the student at the time of the accident, or ~~whether if~~ the school nurse has referred the student for a medical evaluation, regardless of whether the parent, ~~or guardian, of~~ student (if 18 years or older) or an unaccompanied ~~homeless~~ youth ... has followed through on that request.”
8. Any documentation of a student’s transfer, including records indicating the school or school district to which the student transferred (23 Ill. Admin. Code §375.75(e)).
9. Completed course substitution form for any student who, when under the age of 18, is enrolled in vocational and technical course as a substitute for a high school or graduation requirement (23 Ill. Admin. Code §1.445).
10. Information contained in related service logs maintained by the District for a student with an individualized education program under 105 ILCS 5/14-8.02f(d), amended by P.A. 101-643, including for speech and language services, occupational therapy services, physical

therapy services, school social work services, school counseling services, school psychology services, and school nursing services. 105 ILCS 10/2(f), amended by P.A. 101-545.

The *temporary record* may also consist of:

1. Family background information
2. Intelligence test scores, group and individual
3. Aptitude test scores
4. Reports of psychological evaluations, including information on intelligence, personality, and academic information obtained through test administration, observation, or interviews
5. Elementary and secondary achievement level test results
6. Participation in co-curricular activities, including any offices held in school-sponsored clubs or organizations
7. Honors and awards received
8. Teacher anecdotal records
9. Other disciplinary information
10. Special education records
11. Records associated with plans developed under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §701 *et seq.*)
12. Verified reports or information from non-educational persons, agencies, or organizations of clear relevance to the student's education

#### **F. Retention and Destruction of School Student Records**

The permanent record is maintained for at least 60 years after the student transfers, graduates, or permanently withdraws. 105 ILCS 10/4(e). The temporary record is maintained for at least five years after the student transfers, graduates, or permanently withdraws. 105 ILCS 10/4(f). Individuals adding information to a student's temporary record must include their name, signature, and position and the date the information was added. 105 ILCS 10/4(d). Temporary records that may be of assistance to a student with a disability who graduates or permanently withdraws, may, after five years, be transferred to the parent(s)/guardian(s) or to the eligible student. 23 Ill. Admin. Code §375.40(d). Be sure to provide notice pursuant to 105 ILCS 10/4(h), amended by P.A. 101-161, ~~eff. 1-1-20~~, as noted in D(6)(e), above.

#### **G. Social Security Numbers**

School officials, with limited exceptions, may not require students or their parents/guardians to provide social security numbers. 5 ILCS 179/, Identity Protection Act. The collection and retention of social security numbers shall be in accordance with Board policy 4.15, *Identity Protection*.

#### **H. Access to School Student Records**

The phrase "access to a school student record" means any release or disclosure of information from a student's school record, whether or not any record is copied, and should be broadly interpreted. Access in all cases is limited to the designated portion of the record to which the consent or statutory authority applies.

Neither the District nor any of its employees shall release, disclose, or grant access to information found in any school student record except under the conditions set forth in the Illinois School Student Records Act. 105 ILCS 10/6. Absent a court order, school officials do not provide educational records to the Immigration Customs Enforcement.

The Building Principal shall grant access to school student records as detailed below. The Building Principal shall consult with the Superintendent and, if authorized, the Attorney for the District concerning any questions.

**Access to Parent/Guardian or Eligible Student**

1. A student's parent(s)/guardian(s) or eligible student, or designee, are entitled to inspect and copy information in the student's school record; a student less than 18 years old may inspect or copy information in his or her permanent school record. 105 ILCS 10/5. A request to inspect or copy school student records shall be made in writing and directed to the Building Principal. Access to the records shall be granted within 10 school days after the receipt of such a request. 105 ILCS 10/5(c), amended by P.A. 100-532. The District may extend this timeline by up to five additional business days if one or more of these six reasons applies:
  - a. The requested records are stored in whole or in part at other locations than the office having charge of the requested records;
  - b. The request required the collection of a substantial number of specified records;
  - c. The request is couched in categorical terms and requires an extensive search for the records responsive to it;
  - d. The requested records have not been located in the course of routine search and additional efforts are being made to locate them;
  - e. The request for records cannot be complied with by the school district within the time limits prescribed by subsection (c) without unduly burdening or interfering with the operations of the school district; or
  - f. There is a need for consultation, which shall be conducted with all practicable speed, with another public body or school district among two or more components of a public body or school district having a substantial interest in the determination or in the subject matter of the request.105 ILCS 10/5(c-5), amended by P.A. 100-532.  
The District and the person making the request may also agree in writing to extend the timeline for response. The response to an access request for a special education student's records shall include those school student records located in the special education office.
2. The parent(s)/guardian(s) or the District may request a qualified professional to be present to interpret the student's records. 105 ILCS 10/5(b). If the District makes the request, it is responsible for securing and bearing the cost of the professional's presence.
3. Unless the District has actual notice of a court order or a notice of a *parenting plan* under the Illinois Marriage and Dissolution of Marriage Act, indicating otherwise:
  - a. Divorced or separated parents/guardians with and without *parental responsibility* (formerly custody) are both permitted to inspect and copy the student's school student records 750 ILCS 5/602.11.
  - b. The Building Principal shall send copies of the documents listed below to both divorced or separated parents/guardians at either's request. 105 ILCS 5/10-21.8.
    - 1) Academic progress reports or records
    - 2) Emotional and physical health reports
    - 3) Notices of school-initiated parent-teacher conferences
    - 4) School calendar regarding the student
    - 5) Notices about open houses, graduations, and other major school events including student-parent/guardian interaction
4. The school will deny access to a student's school records to a parent against whom an order of protection (OP) was issued if OP prohibits the parent from inspecting or obtaining such records pursuant to the Domestic Violence Act of 1986 or the Code of Criminal Procedure of 1963. See the Ill. Marriage and Dissolution of Marriage Act, 750 ILCS

5/602.11(a), and 750 ILCS 60/214(b)(15) and 222(f). Also see **Orders of Protection**, below.

~~5. The school will deny access to a student's school records to a parent/guardian who is not allocated *parenting time* (formerly visitation), unless the parent/guardian presents a court order with a finding that it is in the child's best interest to provide those records to the parent. Illinois Marriage and Dissolution of Marriage Act, 750 ILCS 5/602.11, amended by P.A. 99-90, eff. 1/1/16).~~

65. Parent(s)/guardian(s) or the student shall not be granted access to confidential letters and recommendations concerning the admission to a post-secondary educational institution, applications for employment or the receipt of an honor or award which were placed in the records prior to 1/1/75, provided such letters and statements are not used for purposes other than those for which they were specifically intended. Access shall not be granted to such letters and statements entered into the record at any time if the student has waived his or her right of access after being advised of his or her right to obtain the names of all persons making such confidential letters and statements. 105 ILCS 10/5(e).

#### **Access With Consent of Parent/Guardian or Eligible Student**

1. Access will be granted to any person possessing a written, dated consent, signed by the parent(s)/guardian(s) or eligible student, stating to whom the records may be released, the information or record to be released, and the reason for the release. 105 ILCS 10/6(a)(8); 23 Ill. Admin. Code §375.70(e). Whenever the District requests the consent to release records, the Building Principal shall inform the parent(s)/guardian(s) or eligible student in writing of the right to inspect, copy, and challenge their contents and to limit such consent to designated portions of the records. 105 ILCS 10/6(a)(8).
2. Access to any record that is protected by the Mental Health and Developmental Disabilities Confidentiality Act (MHDDCA, 740 ILCS 110/), specifically that of a therapist, social worker, psychologist, nurse, agency, or hospital that was made in the course of providing mental health or developmental disabilities services to a student, will be granted according to the consent requirements contained in MHDDCA. 740 ILCS 110/4 and 5.

#### **Access Without Notification to or Consent of Parent/Guardian or Eligible Student**

1. District employees or officials of the Illinois State Board of Education will be granted access, without parental/guardian consent or notification, when a current, demonstrable, educational or administrative need is shown. Access in such cases is limited to the satisfaction of that need. 105 ILCS 10/6(a)(2). Individual board members do not have a right to see student records merely by virtue of their office unless they have a current demonstrable educational or administrative interest in the student and seeing his or her record(s) would be in furtherance of the interest. 105 ILCS 10/6(a)(2).
2. Access will be granted, without parental/guardian consent or notification, to the official records custodian of another school within Illinois or an official with similar responsibilities of a school outside Illinois, in which the student has enrolled, or intends to enroll, upon the request of such official or student. 105 ILCS 10/6(a)(3).
3. Access will be granted, without parental/guardian consent or notification, to any person for the purpose of research, statistical reporting, or planning, provided that no student or parent/guardian can be identified from the information released, and the person to whom the information is released signs an affidavit agreeing to comply with all applicable statutes and rules pertaining to school student records. 105 ILCS 10/6(a)(4).
4. The District will comply with an *ex parte* court order requiring it to permit the U.S. Attorney General or designee to have access to a student's school records without notice to or the consent of the parent(s)/guardian(s). 20 U.S.C. §1232(g)(j), as added by the Sec. 507 of

- the U.S.A. Patriot Act of 2001. An *ex parte* order is an order issued by a court of competent jurisdiction without notice to an adverse party.
5. A Serious Habitual Offender Comprehensive Action Program (SHOCAP) committee member will be granted access, but only to the extent that the release, transfer, disclosure, or dissemination is consistent with the Family Educational Rights and Privacy Act. 105 ILCS 10/6(a)(10) allows disclosure to SHOCAP committee members who are “state and local officials and authorities” as those terms are used in the federal Family Educational Rights and Privacy Act. This federal law does not define “state and local officials and authorities;” rather, it limits when disclosure may be made to such officials and authorities.
  6. Juvenile authorities will be granted access when necessary for the discharge of their official duties upon their request before the student’s adjudication, provided they certify in writing that the information will not be disclosed to any other party except as provided under law or order of court. *Juvenile authorities* means: (a) a circuit court judge and court staff members designated by the judge; (b) parties to the proceedings under the Juvenile Court Act of 1987 and their attorneys; (c) probation officers and court appointed advocates for the juvenile authorized by the judge hearing the case; (d) any individual, public or private agency having court-ordered custody of the child; (e) any individual, public or private agency providing education, medical or mental health service to the child when the requested information is needed to determine the appropriate service or treatment for the minor; (f) any potential placement provider when such release is authorized by the court to determine the appropriateness of the potential placement; (g) law enforcement officers and prosecutors; (h) adult and juvenile prisoner review boards; (i) authorized military personnel; and (j) individuals authorized by court. 105 ILCS 10/6(a)(6.5).
  7. Military recruiters and institutions of higher learning will be granted access to secondary students’ names, addresses, and telephone listings, unless the student’s parent(s)/guardian(s) submits a written request that such information not be released without the prior written consent of the parent/guardian or eligible student. Only this written consent process may be used, no other processes, such as an opt-in process, etc., may be used. Military recruiters and institutions of higher learning have access to students’ names, addresses, and phone numbers even if the District does not release directory information. 20 U.S.C. §7908. For more information, see *Exhibit 7.340-AP1, E3, Letter to Parents and Eligible Students Concerning Military Recruiters and Postsecondary Institutions Receiving Student Directory Information; Exhibit 7.340-AP1,E4, Frequently Asked Questions Regarding Military Recruiters Access to Students and Student Information; ISBE Military Recruitment Access Reminder, announced in State Superintendent Smith’s Weekly Message, 11-27-18, at: [www.isbe.net/Documents/Military-Access-Reminder.pdf](http://www.isbe.net/Documents/Military-Access-Reminder.pdf)*. The requirements in this paragraph apply only if the District receives funds under the Elementary and Secondary Education Act. *Id.*

**Access Without Consent of, but With Notification to, Parent/Guardian or Eligible Student**

1. Access will be granted pursuant to a court order, provided that the parent(s)/guardian(s) shall be given prompt written notice of such order’s terms, the nature and substance of the information proposed to be released, and an opportunity to inspect and copy such records and to challenge their contents. 105 ILCS 10/6(a)(5). Parents of students who are named in a court order or parenting plan shall be deemed to have received the required written notice. The Building Principal shall respond to the order no earlier than five school days after its receipt in order to afford parents/guardians the opportunity to review, inspect, and challenge the records if the parents choose to do so. 23 Ill. Admin. Code §375.70(d). For the purposes of these procedures, a court order is a document signed by a judge. A subpoena signed by a court clerk, an attorney, or an administrative agency official shall not be considered a court order unless signed by a judge. 23 Ill. Admin. Code §375.40(a).

2. Information may be released without parental consent, in connection with an articulable and significant threat to the health or safety of a student or other individuals, to appropriate persons if the knowledge of the requested information is necessary to protect the health or safety of the student or other individuals. The Building Principal shall make this decision taking into consideration the seriousness of the threat, the need for such records to meet the emergency, whether the persons to whom such records are released are in a position to deal with the emergency, and the extent to which time is of the essence in dealing with the emergency. 105 ILCS 10/6(a)(7); 23 Ill. Admin. Code §375.60. The Building Principal shall notify the parent(s)/guardian(s) or eligible student, no later than the next school day after the date that the information is released, of the date of the release, the person, agency or organization to whom the release was made, and the purpose of the release.
3. The District will grant access as specifically required by federal or State statute, provided the individual complies with the requirements in 23 Ill. Admin. Code §375.70(b). 105 ILCS 10/6(a)(6). Prior to granting access, the Building Principal shall provide prompt written notice to the parent(s)/guardian(s) or eligible student of this intended action. 105 ILCS 10/6(b); 23 Ill. Admin. Code §375.70. This notification shall include a statement concerning the nature and substance of the records to be released and the right to inspect, copy, and challenge the contents. If the release relates to more than 25 students, a notice published in the newspaper is sufficient.

The District may charge for copying information from a student's records. No parent/guardian or student shall be precluded from copying information because of financial hardship. 23 Ill. Admin. Code §375.50.

#### **I. Record of Release**

Except as provided below, a record of all releases of information from school student records (including all instances of access granted whether or not records were copied) shall be kept and maintained as part of such records. 105 ILCS 10/6(c). This record shall be maintained for the life of the school student record and shall be accessible only to the parent(s)/guardian(s) or eligible student, Building Principal, or other authorized person. The record of release shall include each of the following:

1. The nature and substance of the information released or made accessible;
2. The name and signature of the Building Principal releasing such information;
3. The name and capacity of the requesting person and the purpose of the request;
4. The date of the release or grant of access;
5. A copy of any consent to such release.

No record of a disclosure is maintained when records are disclosed according to the terms of an *ex parte* court order. 20 U.S.C. §1232(g)(j)(4).

#### **J. Orders of Protection**

Upon receipt of a court order of protection that prohibits a Respondent's access to records, the Building Principal shall file it in the temporary record of a student who is the *protected person* under the order of protection. No information or records shall be released to the Respondent named in the order of protection. 750 ILCS 60/222(f).

#### **K. Parenting Plans**

Upon receipt of a parenting plan under the Illinois Marriage and Dissolution of Marriage Act (750 ILCS 5/), the Building Principal shall file it in the temporary record of a student who is the subject of the parenting plan.

**L Transmission of Records for Transfer Students** 105 ILCS 10/6(a)(3); 23 Ill. Admin. Code §§375.70 and 375.75.

The Building Principal shall:

1. Upon the student's request or that of the official records custodian of another school in which the student has enrolled or intends to enroll, transfer a certified copy of the student's record (that is, the student's permanent and temporary record) to the official records custodian of the appropriate school and retain the original records. See *Board policy 7.50, School Admissions and Student Transfers To and From Non-District Schools*.
2. Determine if the school or special education office has any record that is protected by the Mental Health and Developmental Disabilities Confidentiality Act (MHDDCA, 740 ILCS 110/) concerning the transferring student, specifically a record or report made by a therapist, social worker, psychologist, nurse, agency, or hospital that was made in the course of providing mental health or developmental disabilities services. If so, ask the appropriate person as identified in 740 ILCS 110/4 whether to send the record protected by MHDDCA to the new school and, if yes, obtain a written consent for disclosure as provided in 740 ILCS 110/5.  
This requirement does not apply to special education records and reports that are related to the identification, evaluation, or placement of, or the provision of a free and appropriate public education to, students with disabilities. 23 Ill. Admin. Code §375.10.
3. Provide the parent/guardian or eligible student prior written notice of the nature and substance of the information to be transferred and opportunity to inspect, copy, and challenge it. If the parent's/guardian's address is unknown, notice may be served upon the official records custodian of the requesting school for transmittal to the parent/guardian. This service is deemed conclusive, and ten calendar days after this service, if the parents/guardians make no objection, the records may be transferred to the requesting school.
4. Retain the original records in accordance with the requirements of 105 ILCS 10/4.
5. Maintain any documentation of the student's transfer, including records indicating the school or school district to which the student transferred, in that student's temporary record.

If the student has unpaid fines, fees, or tuition charged pursuant to 105 ILCS 5/10-20.12a and is transferring to a public school located in Illinois or any other state, the Building Principal shall: (23 Ill. Admin. Code §375.75(i)):

1. Transfer the student's *unofficial record of student grades* in lieu of the student's official transcript of scholastic records. The *unofficial record of student grades* means written information relative to the grade levels and subjects in which a student was enrolled and the record of academic grades achieved by that student prior to transfer. These records shall also include the school's name and address, the student's name, the name and title of the school official transmitting the records, and the transmittal date.
2. Within ten calendar days after the student has paid all of his or her unpaid fines or fees and at this District's own expense, forward the student's official transcript of scholastic records to the student's new school.

The Principal shall include the following information with the transferred records if the student is transferring to another public school located in Illinois or any other state and at the time of the transfer is currently serving a term of suspension or expulsion for any reason: 105 ILCS 5/2-3.13a; 23 Ill. Admin. Code 375.75(j).

1. The date and duration of the period of any current suspension or expulsion; and

2. Whether the suspension or expulsion is for: (a) knowingly possessing in a school building or on school grounds a weapon as defined in the Gun Free Schools Act (20 U.S.C. §7961 et seq.); (b) knowingly possessing, selling, or delivering in a school building or on school grounds a controlled substance or cannabis; or (c) battering a school staff member.

**M. Directory Information** 23 Ill. Admin. Code §375.80

The School may release certain directory information regarding students, except that a student's parent(s)/guardian(s) may prohibit the release of the student's directory information. Directory information is limited to:

1. Name
2. Address
3. Gender
4. Grade level
5. Birth date and place
6. Parents'/guardians' names, addresses, electronic mail addresses, and telephone numbers
7. 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
8. Academic awards, degrees, and honors
9. Information in relation to school-sponsored activities, organizations, and athletics
10. Major field of study
11. Period of attendance in school

No photograph highlighting individual faces shall be used for commercial purposes, including solicitation, advertising, promotion, or fundraising, without the prior, specific, dated, and written consent of the parent or eligible student (see 765 ILCS 1075/30). 23 Ill. Admin. Code §375.80. The following shall not be designated as directory information: (a) an image on a school security video, or (b) student social security number or student identification or unique student identifier.

The notification to parents/guardians and students concerning school student records will inform them of their right to object to the release of directory information. See *7.340-AP1, E1 Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records*.

**N. Student Record Challenges**

Parents/guardians have the right to a hearing to challenge the accuracy, relevancy, or propriety of any entry in their student's school records, exclusive of academic grades and references to expulsions or out-of-school suspensions, if the challenge is made at the time the student's school student records are forwarded to another school to which the student is transferring. 105 ILCS 10/7; 23 Ill. Admin. Code §375.90. A request for a hearing should be submitted to the Superintendent and shall contain notice of the specific entry or entries to be challenged and the basis of the challenge. The following procedures apply to a challenge: 105 ILCS 10/7; 23 Ill. Admin. Code §375.90.

1. The Superintendent or designee will invite the parent(s)/guardian(s) to an initial informal conference, within 15 school days of receipt of the request for a hearing.
2. If the challenge is not resolved by the informal conference, formal procedures shall be initiated. The Superintendent will appoint a hearing officer, who is not employed in the attendance center in which the student is enrolled.

3. The hearing officer will conduct a hearing within a reasonable time, but no later than 15 days after the informal conference, unless an extension of time is agreed upon by the parent(s)/guardian(s) and school officials. The hearing officer shall notify parents and school officials of the time and place of the hearing.
4. At the hearing each party shall have the right to:
  - a. Present evidence and to call witnesses;
  - b. Cross-examine witnesses;
  - c. Counsel;
  - d. A written statement of any decision and the reasons therefore; and
  - e. Appeal an adverse decision to an administrative tribunal or official to be established or designated by the State Board.
5. A verbatim record of the hearing shall be made by a tape recorder or a court reporter. A typewritten transcript may be prepared by either party in the event of an appeal of the hearing officer's decision. However, a typewritten transcript is not required in an appeal.
6. The written decision of the hearing officer shall, no later than ten school days after the conclusion of the hearing, be transmitted to the parent(s)/guardian(s) and the District. It shall be based solely on the information presented at the hearing and shall be one of the following:
  - a. To retain the challenged contents of the school student record;
  - b. To remove the challenged contents of the school student record; or
  - c. To change, clarify or add to the challenged contents of the school student record.
7. Any party has the right to appeal the decision of the local hearing officer to the Regional Superintendent, within 20 school days after the decision is transmitted. The parent(s)/guardian(s), if they appeal, shall so inform the school and within ten school days the school shall forward a transcript of the hearing, a copy of the record entry in question, and any other pertinent materials to the Regional Superintendent. The school may initiate an appeal by the same procedures.
8. The final decision of the Regional Superintendent may be appealed to the circuit court of the county in which the school is located.
9. The parent(s)/guardian(s) may insert a written statement of reasonable length describing their position on disputed information. The school will include a copy of the statement in any release of the information in dispute. 105 ILCS 10/7(d).

#### **O. Amendment of Records**

Students may request a change in the legal name associated with school student records by presenting a certified new or amended birth certificate or court order indicating a change in the student's legal name. Transgender or nonbinary students may request a change in the name identified on school records by presenting an affidavit of gender identity signed by the student and the student's parent or guardian if the student is a minor; provided, however, that no change shall be made to the legal name associated with school student records until a certified new or amended birth certificate or court order indicating a change in the student's legal name has been presented. Students may request a change in the gender identified on school student records by presenting a certified new or amended birth certificate indicating a change in the student's sex designation, an affidavit from a physician indicating the student has a medical diagnosis of gender dysphoria, or an affidavit of gender identity signed by the student and the student's parent or guardian if the student is a minor. School student records will be amended to the extent it is reasonably practicable.

LEGAL REF.: 20 U.S.C. §1232g, Family Educational Rights and Privacy Act, ~~20 U.S.C. §1232g~~; implemented by  
34 C.F.R. Part 99.  
~~105 ILCS 10/2~~, Illinois School Student Records Act, ~~105 ILCS 10/2~~; implemented by

Adopted: June 22, 2011  
Reviewed: ~~March 2020~~ December 2020  
Amended: May 13, 2020

23 Ill. Admin. Code Part 375.

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

~~750 ILCS 5/, The Illinois Marriage and Dissolution of Marriage Act, 750 ILCS 5/ Mental Health and Developmental Disabilities Confidentiality Act, 740 ILCS 110/.~~

~~CROSS REF.: 5.100, 5.130, 7.10, 7.15, 7.220~~

~~ADMIN. PROC.: 7.10-AP1, 7.10-E1, 7.10-E2, 7.10-E3, 7.15-E1, 7.15-E2, 7.340-AP1, E1, 7.340-AP1, E2, 7.340-AP1, E3, 7.340-AP1,E4, 7.340-AP2, 7.340-AP2,E1~~

**EXHIBIT A**

**E-LEARNING DAY PROGRAM**



# Illinois State Board of Education

## e-Learning Program Verification Form

According to Section 10-20.56 of the School Code [105 ILCS 5/10-20.56], school districts may, by adopted resolution, utilize “e-learning days” in lieu of emergency days. The number of e-learning days may not exceed the number of emergency days in the approved school calendar. The district’s e-learning program must be verified by the regional office of education or intermediate service center for the school district prior implementation. Before adoption, the school board must hold a public hearing for initial proposal or renewal of e-learning program by:

- District Name: \_\_\_\_\_
- Publication in a newspaper of general circulation in the school district at least 10 days prior to hearing  
Date of Publication: \_\_\_\_\_
- Written or electronic notice designed to reach the parents or guardians of all students enrolled in the district  
Date of Notification: \_\_\_\_\_
- Written or electronic notice designed to reach any exclusive collective bargaining representatives of school district employees and all those employees not in a collective bargaining unit  
Date of Notification: \_\_\_\_\_
- The school board’s approval of a district’s initial e-learning program and renewal of the e-learning program shall be for a term of 3 years  
Date of Public Hearing: \_\_\_\_\_ Date of Board Meeting/Resolution: \_\_\_\_\_

Specifically, the regional office of education or intermediate service center for the school district must verify that the e-learning proposal will: 1) ensure access for all students; ensure that the specific needs of all students are met, including special education students and English learners; ensure that all mandates are still met using the e-Learning program adopted; and 2) contain provisions designed to reasonably and practicably accomplish the following:

- Ensure and verify at least 5 clock hours of instruction or school work, as required under Section 10-19.05, for each student participating in an e-learning day
- Ensure access from home or other appropriate remote facility for all students participating, including computers, the Internet, and other forms of electronic communication that must be utilized in the proposed program
- Ensure that non-electronic materials are made available for students participating in the program who do not have access to the required technology or to participating teachers or students who are prevented from accessing the required technology
- Ensure appropriate learning opportunities for students with special needs
- Monitor and verify each student's electronic participation
- Address the extent to which student participation is within the student's control as to the time, pace, and means of learning
- Provide effective notice to students and their parents or guardians of the use of particular days for e-learning
- Provide staff and students with adequate training for e-learning days' participation
- Ensure that all teachers and staff who may be involved in the provisions of e-learning have access to any and all hardware and software that may be required for the program
- Ensure an opportunity for any collective bargaining negotiations with representatives of the school district's employees that would be legally required, and including all classifications of school district employees who are represented by collective bargaining agreements and who would be affected in the event of an e-learning day
- Review and revise the program as implemented to address difficulties confronted
- Ensure that the protocol regarding general expectations and responsibilities of the program is communicated to teachers, staff, and students at least 30 days prior to utilizing an e-learning day

\_\_\_\_\_  
Verified by: School Dist. Superintendent (printed)

\_\_\_\_\_  
Signature\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Verified by: Regional Superintendent (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E-Learning Day Plan Document

School Code Requirement	District Plan Response
<p>1. Show evidence that Board of Education has</p> <ul style="list-style-type: none"> <li>i. Given notice of public hearing in newspaper of general circulation</li> <li>ii. Provided written or electronic notice to parents or guardians of hearing</li> <li>iii. Written or electronic notice of hearing to any exclusive collective bargaining unit</li> </ul>	<p>{include on e-Learning Program Verification Form}</p>
<p>2. Show evidence of adopted board resolution of research based program(s) for e-learning days. Describe technology, techniques and procedures that will be used on e-learning days</p>	<p>{include on e-Learning Program Verification Form}</p>
<p>3. Identify hardware and software required by teachers and staff for the program.</p>	<p>Teachers will need laptops and access to District supported platforms.</p>
<p>4. Do all teachers and staff have access to the hardware and software required to deliver the e-learning program?</p>	<p>Yes. All teachers have laptops and access to all software, programs, and web-based video conferencing (e.g. Cisco Webex, Google Meet, Zoom), communication (e.g. Gmail, School Messenger, Infinite Campus), and instructional (e.g. SeeSaw, Google Classroom, CMS) platforms used by the District.</p>
<p>5. How will the district ensure and verify at least 5 clock hours of instruction or school work, as required under Section 10-19.05, for each student participating in an e-learning day?</p>	<p>The District's Letter of Understanding with the Unit Five Education Association requires bargaining unit members be digitally available to students and parents from 8:45am-1:45pm and includes synchronous and asynchronous instruction, grading and assessment, planning, providing student feedback, and/or communicating with students and families.</p>
<p>6. How will the district ensure access from home or other appropriate remote facility for all students participating, including computers, the Internet, and other forms of electronic communication that must be utilized in the proposed program?</p>	<p>All K-12 students will have District issued 1:1 devices (e.g. tablets or Chromebooks) and Pre-K students will have family issued devices (if requested). The District has entered into an agreement with Comcast to provide its Internet Essentials program to families eligible for public assistance programs. In addition, hot spots have been purchased and are available for families that need access. The District also makes paper hard copies available of choice board activities.</p>
<p>7. How will the district ensure that non-electronic materials are made available to students participating in the program who do not have access</p>	<p>Access to the required technology for students or teachers should not be an issue since the District has provided devices and Internet access to students and teachers. However, hard copies will be provided</p>

to the required technology or to participating teachers or students who are prevented from accessing the required technology?	when requested or when non-electronic activities are required.
8. How will the district ensure appropriate learning opportunities for students with special needs?	Learning opportunities for students with special needs will be evaluated to ensure activities are at the level of each student/will be created by special education teachers to ensure work towards goals and objectives is present. Special education teachers will be accessible throughout the day for electronic communication/support for students.
9. How will the district ensure appropriate learning opportunities for students with English Learners?	Activities will be created to meet learning needs and levels of every student including EL students. Modifications or additional resources may be provided (depending on the student) regarding vocabulary and alternatives for expressive language.
10. How will the district ensure appropriate learning opportunities for other students' unique needs as identified by the district?	Staff recognize the unique individual needs of students and will provide choices for students to ensure appropriate learning opportunities for all.
11. How will the district monitor and verify each student's electronic participation?	Attendance will be taken and recorded in Infinite Campus daily. This may take place during synchronous instructional times, through the completion of assignments (e.g. Google Classroom, choice board activities), or other student/parent check in means (e.g. parent email).
12. How will the district address the extent to which student participation is within the student's control as to the time, pace, and means of learning?	Teachers will provide deadlines for electronic and paper work submission (e.g. Google Classroom). Teachers have the discretion to adjust timelines based on student needs, extenuating circumstances, etc. just as they do with daily assignments throughout the year.
13. How will the district provide effective notice to students and their parents or guardians of the use of particular days for e-learning?	Parents will be notified electronically (e.g. website, email, etc.), a phone message will be sent, and TV and radio stations will be notified. This is the traditional methods of notifying parents on an emergency day. The e-learning day will be noted in all announcements when the school day has been cancelled.
14. How will the district provide staff and students with adequate training for e-learning days' participation?	The COVID-19 pandemic has provided District staff, students, and families with an abundance of training to prepare for e-learning days with remote learning and fall of 2020, and hybrid in-person/remote learning in the fall of 2020. The District will continue to provide training to staff on institute days and teachers will work with new students to train them how to use instructional devices, platforms, and etiquette.
15. How will the district ensure an opportunity for any collective bargaining negotiations with	The District has notified the exclusive representatives of each of its collective bargaining units and all staff regarding its e-learning day program. The District

<p>representatives of the school district's employees that would be legally required, including all classifications of school district employees who are represented by collective bargaining agreements and who would be affected in the event of an e-learning day?</p>	<p>entered into letters of understanding with all exclusive representatives regarding the e-learning program. The District will continue to meet its obligations to bargain the impact of the e-learning program on wages, hours, terms and conditions of employment.</p>
<p>16. How will the district review and revise the program as implemented to address difficulties confronted?</p>	<p>A survey will be provided annually to teachers, staff, and families to provide feedback. The planning team will convene to review results and revise the plan as necessary based on the results.</p>
<p>17. How will the district ensure that the protocol regarding general expectations and responsibilities of the program is communicated to teachers, staff, and students at least 30 days prior to utilizing an e-learning day?</p>	<p>The District has communicated its expectations and responsibilities of staff, students, and families through its Remote Learning Plan and Return to School Plan. The e-learning program will include many of the same expectations and responsibilities and will be communicated to staff, students, and families via emails, hard copies to students, District website, and School Messenger.</p>

**RESOLUTION OF THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD COUNTIES, ILLINOIS, ADOPTING A RESEARCH-BASED E-LEARNING DAY PROGRAM**

**WHEREAS**, pursuant to 105 ILCS 5/10-20.56, the Board of Education (the "Board") of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (the "District") may by resolution adopt a research-based program for e-learning days district-wide that shall permit student instruction to be received electronically while students are not physically present in lieu of the district's scheduled emergency days as required by Section 10-19 of the Illinois School Code; and

**WHEREAS**, the research-based program may not exceed the minimum number of emergency days in the approved school calendar and must be verified by the regional office of education for the District to ensure access for all students.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD COUNTIES, ILLINOIS, AS FOLLOWS:**

**SECTION 1.** The Board adopts the research-based program for e-learning days attached hereto as Exhibit A (the "E-Learning Day Program") permitting student instruction to be received electronically while students are not physically present in lieu of the District's scheduled emergency days as required by Section 10-19 of the Illinois School Code.

**SECTION 2.** The E-Learning Day Program contains provisions designed to reasonably and practicably accomplish the following:

- Ensure and verify at least 5 clock hours of instruction or school work, as required under Section 10-19.05, for each student participating in an e-learning day;
- Ensure access from home or other appropriate remote facility for all students participating, including computers, the Internet, and other forms of electronic communication that must be utilized in the proposed program;
- Ensure that non-electronic materials are made available for students participating in the program who do not have access to the required technology or to participating teachers or students who are prevented from accessing the required technology;
- Ensure appropriate learning opportunities for students with special needs;
- Monitor and verify each student's electronic participation;
- Address the extent to which student participation is within the student's control as to the time, pace, and means of learning;
- Provide effective notice to students and their parents or guardians of the use of particular days for e-learning;
- Provide staff and students with adequate training for e-learning days' participation;
- Ensure that all teachers and staff who may be involved in the provisions of e-learning have access to any and all hardware and software that may be required for the program;
- Ensure an opportunity for any collective bargaining negotiations with representatives of the school district's employees that would be legally required, and including all

classifications of school district employees who are represented by collective bargaining agreements and who would be affected in the event of an e-learning day;

- Review and revise the program as implemented to address difficulties confronted;
- Ensure that the protocol regarding general expectations and responsibilities of the program is communicated to teachers, staff, and students at least 30 days prior to utilizing an e-learning day.

**SECTION 3.** The term of the District's E-Learning Day Program shall be for a period of three school years including the 2020-2021, 2021-2022, and 2022-2023 school years.

**SECTION 4.** The District Administration shall forward a copy of this Resolution including the E-Learning Day Program and E-Learning Day Plan Document to the Regional Office of Education #17 for verification.

**SECTION 5.** This Resolution shall be in full force and effect upon its adoption.

**PASSED BY THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD COUNTIES, ILLINOIS, BY A MAJORITY OF THE BOARD IN REGULAR AND PUBLIC SESSION THIS 9<sup>th</sup> DAY OF DECEMBER, 2020.**

**AYES:**

**NAYS:**

**ABSENT:**

\_\_\_\_\_  
President, Board of Education

**ATTEST:**

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

## ADDENDUM

### Item 3.

105 ILCS 5/10-19.05(d)

Daily pupil attendance calculation.

- (d) A session of 3 or more clock hours may be counted as a day of attendance (1) when the remainder of the school day or at least 2 hours in the evening of that day is utilized for an in-service training program for teachers, up to a maximum of 10 days per school year, provided that a district conducts an in-service training program for teachers in accordance with Section 10-22.39 of this Code, or, in lieu of 4 such days, 2 full days may be used, in which event each such day may be counted as a day required for a legal school calendar pursuant to Section 10-19 of this Code; (2) when, of the 5 days allowed under item (1), a maximum of 4 days are used for parent-teacher conferences, or, in lieu of 4 such days, 2 full days are used, in which case each such day may be counted as a calendar day required under Section 10-19 of this Code, provided that the full-day, parent-teacher conference consists of (i) a minimum of 5 clock hours of parent-teacher conferences, (ii) both a minimum of 2 clock hours of parent-teacher conferences held in the evening following a full day of student attendance and a minimum of 3 clock hours of parent-teacher conferences held on the day immediately following evening parent-teacher conferences, or (iii) multiple parent-teacher conferences held in the evenings following full days of student attendance in which the time used for the parent-teacher conferences is equivalent to a minimum of 5 clock hours; and (3) when days in addition to those provided in items (1) and (2) are scheduled by a school pursuant to its school improvement plan adopted under Article 34 or its revised or amended school improvement plan adopted under Article 2, provided that (i) such sessions of 3 or more clock hours are scheduled to occur at regular intervals, (ii) the remainder of the school days in which such sessions occur are utilized for in-service training programs or other staff development activities for teachers, and (iii) a sufficient number of minutes of school work under the direct supervision of teachers are added to the school days between such regularly scheduled sessions to accumulate not less than the number of minutes by which such sessions of 3 or more clock hours fall short of 5 clock hours. Days scheduled for in-service training programs, staff development activities, or parent-teacher conferences may be scheduled separately for different grade levels and different attendance centers of the district.

Modification requested:

- (d) A session of 3 or more clock hours may be counted as a day of attendance (1) when the remainder of the school day or at least 2 hours in the evening of that day is utilized for an in-service training program for teachers, up to a maximum of 10 days per school year, provided that a district conducts an in-service training program for teachers in accordance with Section 10-22.39 of this Code, or, in lieu of 4 such days, 2 full days without students in attendance may be used, in which event each such day may be counted as a day required for a legal school calendar pursuant to Section 10-19 of this Code; (2) when, of

the 5-10 days allowed under item (1), a maximum of 4 days are used for parent-teacher conferences, or, in lieu of 4 such days, 2 full days without students in attendance are used, in which case each such day may be counted as a calendar day required under Section 10-19 of this Code, provided that the full-day, parent-teacher conference consists of (i) a minimum of 5 clock hours of parent-teacher conferences, (ii) both a minimum of 2 clock hours of parent-teacher conferences held in the evening following a full day of student attendance and a minimum of 3 clock hours of parent-teacher conferences held on the day immediately following evening parent-teacher conferences, or (iii) multiple parent-teacher conferences held in the evenings following full days of student attendance in which the time used for the parent-teacher conferences is equivalent to a minimum of 5 clock hours; and (3) when days in addition to those provided in items (1) and (2) are scheduled by a school pursuant to its school improvement plan adopted under Article 34 or its revised or amended school improvement plan adopted under Article 2, provided that (i) such sessions of 3 or more clock hours are scheduled to occur at regular intervals, (ii) the remainder of the school days in which such sessions occur are utilized for in-service training programs or other staff development activities for teachers, and (iii) a sufficient number of minutes of school work under the direct supervision of teachers are added to the school days between such regularly scheduled sessions to accumulate not less than the number of minutes by which such sessions of 3 or more clock hours fall short of 5 clock hours. Days scheduled for in-service training programs, staff development activities, or parent-teacher conferences may be scheduled separately for different grade levels and different attendance centers of the district. In lieu of students attending sessions of only 3 clock hours on each scheduled school improvement day, a district may opt to schedule up to 2 full day school improvement days each school year without students in attendance. Each full day school improvement day may be counted as a day of student attendance provided that (i) the full day school improvement day without students in attendance is utilized for in-service training programs or other staff development activities for teachers, and (ii) a sufficient number of minutes of school work under the direct supervision of teachers are added to the school days between such full day school improvement days to accumulate not less 5 clock hours.

**Item 4(a).**

- (i) The intent of the rule or mandate to be achieved is to allow an opportunity for school districts to create additional in-service training, parent-teacher conference, and staff development opportunities while insuring a minimum average of five clock hours of attendance for pupils for each day counted as a student attendance day.
- (ii) Community Unit School District No. 5, McLean and Woodford, Counties, Illinois will meet that intent by planning to schedule two full day in-service training or school improvement days rather than four half day in-service training or school improvement days. The District will accumulate student attendance beyond the five clock hours on the school days between the scheduled full day in-service training or school improvement days. Each such full day in-service training or school improvement day will be used for in-service training programs.

- (iii) The proposed format will: (1) provide for more efficient training by allowing staff to focus all their energy on the in-service training or school improvement activities without having to first bring closure to an instructional day (often including extra time with students after classes, bus duty, etc.); (2) result in cost savings attributable to reduced consultant expenses for day-long interactions with staff instead of two half day interactions; (3) provide better continuity of classwork at the secondary level (achieved by not having to revise schedules or shorten classes); and (4) minimize transportation and child care complications for parents.

**Item 5.**

Description of testimony provided at public hearing:

- The number of people attending public hearing was \_\_\_\_;
- The number people speaking in favor of the proposed modification or waiver was \_\_\_\_;
- The number of people speaking against the proposed modification or waiver was \_\_\_\_;
- The following people made verbal comments during the hearing:
- The attached written comments were received.



# Illinois State Board of Education

100 North First Street, S-404  
Springfield, Illinois 62777-0001

## APPLICATION FOR WAIVER OR MODIFICATION OF STATE BOARD RULES AND/OR SCHOOL CODE MANDATES

### LEGISLATIVE AFFAIRS DEPARTMENT

**Instructions:** This application is to be used for seeking a waiver or modification of State Board of Education rules or of School Code mandates in accordance with Section 2-3.25g of the School Code [105 ILCS 5/2-3.25g]. The completed application must be submitted by **certified** mail, return receipt requested, to the above address. Please use the instructions on the reverse side when completing this application.

**Please note that action on incomplete applications will be delayed until all required documentation is received.**

1. The application is for: (Check appropriate box(es) below.)

Waiver of School Code     Waiver of ISBE Rule     Modification of School Code     Modification of ISBE Rule

2. APPLICANT NAME

CONTACT PERSON

NAME OF SUPERINTENDENT/EXECUTIVE DIRECTOR

CONTACT TELEPHONE (Include Area Code and Extension)

APPLICANT ADDRESS (Street, City, State, Zip Code)

CONTACT FAX (Include Area Code)

CONTACT E-MAIL

COUNTY

May we contact your e-mail address?

Yes     No

3. Provide citation or language of the rule(s) or School Code mandate(s) which are the subject of this application.

If you are requesting a modification, display it here, using strike through or underlining.

4. Attach a narrative identifying and justifying the specific request.

a. For proposed waivers and modifications of rules or of the School Code that are based upon meeting the intent of the rule or mandate in a more effective, efficient or economical manner, a narrative description must provide all of the required information (see Item 4(a) on the reverse side).

b. All proposed waivers/modifications requested to stimulate innovation or improve student performance, including all proposed waivers of School Code mandates, shall provide the specific plan for improved student performance and school improvement upon which the request is being based and how the applicant will determine success (see Item 4(b) on the reverse side).

c. Applications requesting waivers from Section 17-1.5 of the School Code must include the amount, nature, and reason for the requested relief and all remedies that have been exhausted by the district to comply with the administrative expenditure limitation.

5. **Public Testimony:**

Attach a description of the testimony provided, to include the information enumerated in item 5 on the reverse side.

6. This application is for:  Initial Waiver/Modification     Renewal of Previously Approved Waiver/Modification

This application requests waiver/modification for \_\_\_\_\_ years (from \_\_\_\_\_ school year through \_\_\_\_\_ school year).

(See Item 6 on reverse side for limits on the duration of waivers/modifications.)

7. Attach a copy of each public notice required. Any request not meeting the requirements will be returned as ineligible for consideration.

8. Compliance with Notice and Hearing Requirements

I certify that a hearing concerning this application and any associated plan for improved student performance was held on

\_\_\_\_\_.

(Date)

I further certify that the applicant has met all the notification and hearing requirements enumerated in items A and B on reverse side and that the board of education/board of directors of the applicant identified above approved this application on \_\_\_\_\_.

(Date)

73

Date

Signature of Applicant

(i.e. District Superintendent/Executive Director/Regional Superintendent)

**INSTRUCTIONS:** Please use the following as a checklist in assembling your application package. Incomplete applications will not be considered until all required documentation is received. All applicants must hold a public hearing prior to submission of the application.

- A. Public Hearing: Each eligible applicant (see item 2 below) must hold a public hearing, providing for a time to take testimony about the request that is separate from the time when any other business is being conducted or testimony on other matters is being heard. The public hearing may be held during a regular board meeting.
- B. Required Notices of Public Hearing: Provide the following notices to inform the public and others of the hearing date. Each must state the time, date, location and general subject matter of the hearing.
  - **All applicants:** Publish a notice on the applicant's website at least 14 days in advance of the hearing. Applicants requesting an **increased fee for driver's education (105 ILCS 5/27-24.2)** must also publish the proposed amount of the fee as part of the website notice and as part of the notice placed in a newspaper of general circulation.
  - **School districts:** Publish a notice in a newspaper of general circulation within the applicant's area at least 7 days in advance of the hearing.
  - **Joint agreements, ISCs or regional superintendents:** Publish a notice in a newspaper of general circulation in each school district that is a member of the joint agreement or that is served by the educational service region or intermediate service center, provided that a notice in a newspaper generally circulated in more than one school district shall be considered sufficient notice to all of the affected districts.
  - **All applicants:** Provide a written notice to the applicant's exclusive bargaining agent(s) affected by the request at least 7 days in advance of the hearing; this notice must also state that testimony will be taken from staff.
  - **All applicants:** Provide a written advance notice to the applicant's state legislators affected by the request.

- Item 1.** Indicate the **type of action** sought under this application:
  - ISBE approval of waivers or modifications of ISBE rules and of modifications of School Code mandates to allow an applicant to meet the intent of the rule or mandate in a more effective, efficient or economical manner or when necessary to stimulate innovation or to improve student performance; or
  - General Assembly approval of waivers of School Code mandates to allow an applicant to meet the intent of the rule or mandate in a more effective, efficient or economical manner or when necessary to stimulate innovation or to improve student performance.

Waivers are not permitted from ISBE rules or School Code mandates pertaining to special education, educator licensure, teacher tenure and seniority, compliance with the Every Student Succeeds Act, or township treasurers (Sections 5-1 and 5-2.1 of the School Code). Waivers of mandates pertaining to the use of student performance data and performance categories for teacher and principal evaluations are not permitted after September 1, 2014.

- Item 2. Eligible applicants** are school districts, independent authorities established pursuant to Section 2-3.25f of the School Code, joint agreements made up of school districts, and Regional Superintendents of Schools and Intermediate Service Centers on behalf of schools and programs operated by them.

- Item 3.** The **exact language of, or citation to,** the rule(s) or mandate(s) involved may be obtained by contacting the Legislative Affairs Department by mail at 100 North First Street, S-404, Springfield, Illinois, 62777-0001 or by telephone at (217) 782-6510.

- Item 4.** Identify the rationale for the specific waiver and/or modification sought.

**(4)(a)** For requests to meet the intent of the rule or mandate in a **more effective, efficient, or economical manner**, provide a narrative description which sets forth:

- i) the intent of the rule or mandate to be achieved;
- ii) the manner in which the applicant will meet that intent; and
- iii) how the manner proposed by the applicant will be more effective, efficient or economical.
- iv) In those instances where the applicant proposes a more economical manner, provide a fiscal analysis showing current expenditures related to the request and the projected savings that would result if the request is granted.

- (4)(b)** Requests necessary for **stimulating innovation or improving student performance** must include the specific plan for improved student performance and school improvement upon which the request is based that describes how the applicant will determine success.

- (4)(c)** Requests for waivers of the **administrative expenditure limitation** established in Section 17-1.5 of the School Code can be submitted **only** when circumstances for exceeding the cap are beyond the control of the district, and the district has exhausted all available and reasonable remedies to comply with the limitation. ISBE is required to recommend that the General Assembly disapprove any request for a waiver of the administrative expenditure limitation not meeting these requirements

- Item 5.** Describe the testimony provided, including:
  - number of people attending the public hearing;
  - number speaking in favor of and against the request;
  - comments made during the hearing; and
  - whether any written comments were provided.

- Item 6.** Waivers and modifications are limited to five years with the exception of waivers of the administrative expenditure limitation which are limited to the year in which emergency relief is needed (i.e., one year only).

- Item 7. Attach copies of the following:** (a) **website posting**, which must be dated in order to verify that it was posted at least 14 days in advance of the public hearing; (b) **newspaper notice**; and (c) **written notice to the collective bargaining agent**, each of which must be dated in order to verify that each was provided at least 7 days in advance of the public hearing; and (d) **written advance notice to the state legislators representing the applicant's territory**.

- Item 8.** Indicate the **date of the public hearing**. Applicants with governing boards must hold a public hearing and provide for a separate time to take testimony about the request. The superintendent's/executive director's/regional superintendent's signature on this application attests to the applicant's compliance with all hearing and notice requirements.

- Submission.** Applications must be postmarked not later than 15 calendar days following approval by the local board in the case of districts, joint agreements and ISCs, or by the regional superintendent of schools and be submitted by certified mail, return receipt requested, to:

**Illinois State Board of Education  
Legislative Affairs Department  
Attn: Waiver Coordinator  
100 North 1st Street, S-404  
Springfield, Illinois 62777-0001**

All complete applications for the waiver or modification of ISBE rules or for the modification of School Code mandates shall be deemed approved and effective 46 calendar days after the date of receipt by ISBE unless disapproved in writing. Receipt by ISBE shall be determined by the date of receipt shown on the return receipt form, except that material not properly addressed shall bear the date of receipt when the materials were provided to the Legislative Affairs Department.

Disapproval of an application upon which the ISBE must act shall be sent by certified mail to the applicant no later than 45 calendar days after receipt of the application. Applicants may appeal the ISBE's denial of an application by sending a written appeal to the address above by certified mail within 30 calendar days of receipt of the written denial.

Complete waiver applications and any appeals of ISBE action shall be submitted to the General Assembly for consideration in March and October of each year (for application deadlines, see <https://www.isbe.net/Pages/waivers.aspx>).

**THIRD AMENDMENT TO STUDENT TRANSPORTATION SERVICES AGREEMENT  
BETWEEN COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD  
COUNTIES ILLINOIS AND FIRST STUDENT, INC.**

**THIS THIRD AMENDMENT TO STUDENT TRANSPORTATION SERVICES AGREEMENT** (hereinafter "Third Amendment") is made and entered into as of the 9<sup>th</sup> day of December, 2020, by and between the Board of Education (the "Board") of Community Unit School District No. 5, McLean and Woodford Counties, Illinois ("District") and First Student, Inc. ("Contractor") (collectively, the "Parties") for the period October 1, 2020, through the duration of any Illinois Gubernatorial Disaster Proclamation due to COVID-19 but no longer the end of the 2020-2021 school year (the "Term").

**WHEREAS**, the Parties entered into that certain Student Transportation Services Agreement dated July 1, 2015 (hereinafter the "Agreement"); and

**WHEREAS**, the Parties entered into that certain Amendment to Student Transportation Services Agreement dated November 1, 2016 (hereinafter the "First Amendment"); and

**WHEREAS**, the Parties entered into that certain Student Transportation Services Extension Agreement dated January 24, 2018 (hereinafter the "First Extension Agreement"); and

**WHEREAS**, the Parties entered into a second Student Transportation Services Extension Agreement dated February 26, 2020 (hereinafter the "Second Extension Agreement"); and

**WHEREAS**, the Parties entered into a Second Amendment to Student Transportation Services Agreement dated April 20, 2020 (hereinafter the "Second Amendment"); and

**WHEREAS**, on March 9, 2020, Illinois Governor J.B. Pritzker declared all counties in the State of Illinois a disaster area in response to the outbreak of COVID-19; and

**WHEREAS**, on April 1, 2020, April 30, 2020, May 29, 2020, June 26, 2020, July 24, 2020, August 21, 2020, September 18, 2020, October 16, 2020, and November 13, 2020, respectively, Governor Pritzker again declared all counties in the State of Illinois a disaster area; and

**WHEREAS**, Governor Pritzker has issued several Executive Orders applicable to public schools including without limitation Executive Orders 2020-05, 2020-06, 2020-07, 2020-10, 2020-15, 2020-18, 2020-31, 2020-39, 2020-40, 2020-44, 2020-47, 2020-48, 2020-69, 2020-71, and 2020-73; and

**WHEREAS**, on May 5, 2020, Governor Pritzker released the Restore Illinois Plan, a five phase plan for reopening the State of Illinois; and

**WHEREAS**, on June 18, 2020, Public Act 101-643 became law which, among other things, created Section 10-30 of the Illinois School Code (105 ILCS 5/10-30) allowing school districts to use remote learning days or blended remote learning days if the Governor has declared a disaster due to a public health emergency pursuant to Section 7 of the Illinois Emergency Management Agency Act and the State Superintendent of Education has declared a requirement to use remote learning days or blended remote learning days for a school district, multiple school districts, a region, or the entire State; and

**WHEREAS**, the Illinois State Board of Education ("ISBE") has issued several guidance documents applicable to public schools and related to transportation including without limitation [Guidance for Illinois Schools and Districts During COVID-19 State Emergency updated March 23, 2020, Starting the 2020-21 School Year Part 3 – Transition Joint Guidance](#), and [Transportation FAQs updated October 15, 2020](#); and

**WHEREAS**, according to the [Guidance for Illinois Schools and Districts During COVID-19 State Emergency updated March 23, 2020](#), ISBE will base Transportation Reimbursement on expenditures and all allowable transportation expenditures incurred during the closure will be claimable for Transportation Reimbursement; and

**WHEREAS**, 23 Ill. Admin. Code 120.30(e) provides that during a gubernatorial declaration of a disaster under Section 7 of the Illinois Emergency Management Agency Act, to ensure the continuity of education, including the provision of any direct or related service for the health and well-being of all public school students in pre-kindergarten through grade 12, all transportation costs incurred that are beyond transporting students, such as costs paid by a local education agency for all employees related to the provision of transportation or a transportation provider under a written agreement, regardless of any service that may be provided, or costs related to the distribution of food, distribution and pick-up of student assignments and work, and use of vehicles to provide wi-fi and other similar costs, shall be allowable and reimbursed by the formula under Section 29-5 of the School Code.

**WHEREAS**, according to the [Transportation FAQs updated October 15, 2020](#), should the need arise for schools to provide full remote learning where transportation is not provided due to potential spikes in COVID-19 transmission, the same claimable rules will apply as in 2019-20 school year. ISBE will base transportation reimbursement on expenditures. All allowable transportation expenditures incurred during limited or full closure will be claimable for transportation reimbursement. Districts may work with their bus contractors to make payments to ensure that all personnel, including bus monitors and bus drivers, can continue to be paid. School districts that choose to negotiate and execute a contract amendment with their bus contractors to make payments to ensure transportation personnel will be paid in full will be reimbursed by the state for those expenditures; and

**WHEREAS**, the District and the Contractor desire to amend the Agreement to ensure that for the Term of this Third Amendment, the Contractor is compensated for all actual allowable transportation expenditures as provided in Section 1 below;

**NOW, THEREFORE**, the Parties mutually agree as follows:

1. **COMPENSATION.** Subject to payment from the State of Illinois as part of the District's Transportation Reimbursement, the District will compensate the Contractor for all actual allowable transportation expenditures for the Term of this Third Amendment as follows, depending on the type of student attendance day specified below:
  - (a) In-Person Learning Day – During these days, in-person instruction is provided for all students. All routes operated on these days will be paid at the contractual daily rates provided in the Second Extension Agreement.
  - (b) Blended Remote Learning Day (Hybrid Schedule) – During these days, approximately half of District students participate in in-person instruction and the other half participate in either asynchronous activities and/or remote instruction. All routes operated on these days will be paid at the contractual daily rates provided in the Second Extension Agreement.
  - (c) Blended Remote Learning Day (Remote Day for Most) – During these days, most District students do not attend in-person instruction and instead receive remote instruction and/or participate in asynchronous activities. Select special needs and specialized bus routes operated on these days will be paid at the contractual daily rates provided in the

Second Extension Agreement. Fixed overhead costs will be paid for any routes not operated up to 133 routes at the rate of \$106.34 per day.

- (d) Full Remote Learning Day – During these days, students do not attend in-person instruction and instead receive remote instruction and/or participate in asynchronous activities. On these days the District will pay the daily amount of \$32,199.19 to cover Contractor's employees' salary, wages and benefits.
- (e) Meal runs will be paid at \$162.47 daily per bus and \$62.50 for any monitor required on the daily meal runs.

If the District does not receive payment from the State of Illinois for the compensation and benefits paid to Contractor as provided in this Section, Contractor agrees to refund the District the total amount of said compensation and benefits.

- 2. Contractor shall provide the District with access to records that demonstrate to the District's satisfaction the continued employment and compensation of Contractor's employees and any overhead expenses. Such records shall include:
  - (a) a list of all salaried employees, mechanics, and hourly employees providing services to the District during the Term of this Third Amendment;
  - (b) Payroll records (including salary or wages and benefits) for the employees listed in Section 2(a) during the Term of this Third Amendment.
- 3. **ESSENTIAL SERVICES.** Provided it is not prohibited by the federal, state or local law during Term of this Third Amendment, Contractor shall be required to have management available for meetings, to continue to perform scheduled and deferred maintenance, to provide delivery of food service and other agreed items to agreed locations, and to generally be on-call during the Term of this Third Amendment.
- 4. **CONTINUITY OF OPERATIONS PLAN.** During the Term of this Third Amendment, the Contractor shall ensure all drivers and monitors are paid for at least five (5) hours per work day and report to work at least one (1) hour daily. Tasks to be completed when not performing their regular duties shall include but are not limited to training, maintenance support, cleaning, disinfecting and other support operations duties. Contractor will use its best efforts to ensure routes will operate as planned upon return to in-person instruction. Contractor further agrees to provide a daily operations update to Superintendent or her designee.

Except as set forth herein, all other terms and conditions of the Agreement, the First Amendment, the First Extension Agreement, and the Second Extension Agreement, shall remain in full force and effect. This Third Amendment supersedes and replaces any and all agreements of the Second Amendment from the effective date hereof.

**IN WITNESS WHEREOF**, this Third Amendment has been signed and executed in duplicate on behalf of the Parties hereto by persons duly authorized on the day and year first written above.

**COMMUNITY UNIT SCHOOL DISTRICT  
NO. 5, MCLEAN AND WOODFORD COUNTIES,  
ILLINOIS,**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

**FIRST STUDENT, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

December 4, 2020

To: Board of Education

From: Marty Hickman

Re: Property, Data Compromise, General Liability, Crime, Boiler & Machinery, Inland Marine, Auto, Umbrella, Excess Umbrella (Layer 1, 2, 3, 4, 5), School Board Legal Liability, Cyber Liability, and Pollution Liability Insurance Renewals

Recommendation to approve the Package Insurance renewals through Suburban School Cooperative Insurance Program (SSCIP), for the 12/31/2020 – 12/31/2021 policy period. The annual premium for the 12/31/2020 – 12/31/2021 policy period would be \$920,150; which is a 10.26% increase in premium above the expiring.

Recommendation to approve the Compensation Renewal Agreement from Gallagher Management Services, Inc., for the 12/31/2020 – 12/31/2021 policy period. The annual service fee for the 12/31/2020 – 12/31/2021 policy period would be \$35,000; which is the same as the expiring. Invoice to follow once the Agreement is signed.

**McLean County CUSD #5 - Renewal Date: 12/31/2020**  
**Totals**

<b>Insurance Agency Name</b>	<b>Gallagher</b>	<b>Gallagher</b>
<b>Insurance Carrier Name</b>	<b>SSCIP</b>	<b>SSCIP</b>
<b>Coverage</b>	<b>Current</b>	<b>Renewal</b>
Total Property Premium	851,620.00	923,914.00
Total Data Compromise Premium	Included	Included
Total Liability Premium	Included	Included
Total Crime Premium	Included	Included
Total Boiler & Machinery Premium	15,251.00	15,882.00
Total Inland Marine Premium	Included	Included
<b>Commercial Auto</b>	Included	Included
<b>Umbrella</b>	36,482.00	42,545.00
<b>Excess Umbrella</b>	Included	Included
<b>School Board Legal Liability</b>	Included	Included
<b>Cyber Liability</b>	16,346.00	21,986.00
<b>Pollution Liability</b>	17,005.00	19,500.00
<b>Terrorism Coverage (All Lines)</b>	Included	Included
<b>Loss Fund &amp; Fees</b>	Included	Included
<b>Surplus Reduction</b>	-102,148.00	-103,677.00
<b>Total Premium</b>	\$834,556.00	\$920,150.00
<b>Savings</b>		(\$85,594.00)
<b>Percentage of Increase</b>		10.26%

These Proposal worksheets were provided and prepared as a service to McLean County CUSD #5. These worksheets or excerpts thereof contain information that (a) is or may be LEGALLY PRIVILEGED, CONFIDENTIAL, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and (b) is intended only for the use of McLean County CUSD #5. You are hereby notified that using, copying, or distributing any part of these proposal worksheets is strictly prohibited. Copyright 2020 Bushue HR, Inc.

For your review, we have prepared an illustrative summary which provides a brief outline of coverages provided. This summary is for illustrative purposes only, and does not provide a comprehensive overview of your complete policies, please refer to your complete policy for review of all endorsements, limitations, and exclusions. If you feel that any of these coverages or limits are not correct, inadequate, please let us know.



# **McLean County Unit District 5**

## **Proposed Property Tax Levy 2020**

**Update December 9, 2020**

## Operation Expense Per Pupil

- The most recent data available for all districts is from 2018-2019
  - Unit 5 - \$12,055.93
  - Statewide Average \$14,491.98

## Information From Illinois Report Card

Pupil Certified Staff Ratio

District

10:1



State

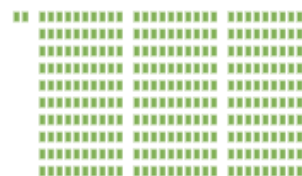
10:1



Pupil Admin Ratio

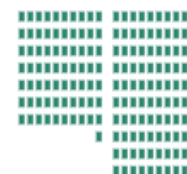
District

302:1



State

171:1



FY20 Evidence-Based  
Funding

\$150M  
Adequacy Target



\$120M  
EBF Final Resources

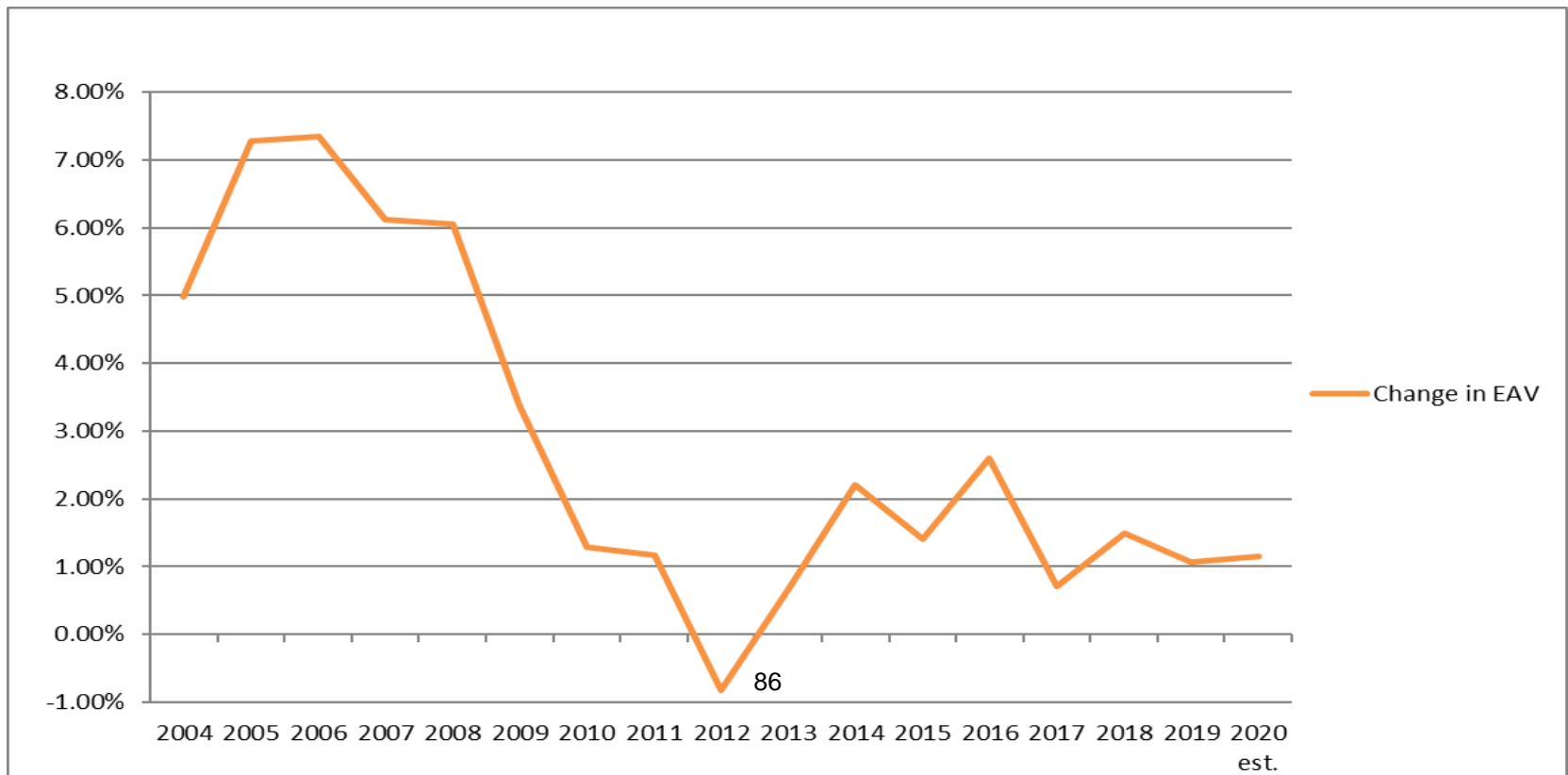
84

This district is at 79% of adequacy

Two Variables Impact The Amount a  
Property Owner Pays In Real Estate Tax

## #1 Increase or Decrease in Property Value

- The chart below shows the change in equalized assessed value each year.
- Numbers include new construction so most existing property owners received little if any tax increase due to increase in property value the past few years.



## #2 Increase or Decrease in The Tax Rate

- The majority of the fund tax rates cannot be raised without a referendum.
  - Education
  - Special Education
  - Operations & Maintenance
  - Transportation
  - Fire Prevention & Safety
  - Leasing
  - Working Cash
- 2019 Tax Rate Excluding Bonds and Interest – \$4.06
- 2020 Proposed Levy Tax Rate Excluding Bonds and Interest - \$4.05
- 2019 Tax Rate for Bonds and Interest – \$1.30
- 2020 Projected Tax Rate for Bonds and Interest - \$1.58

## Previous Board Meeting Agenda Items for the 2020 Working Cash Bonds

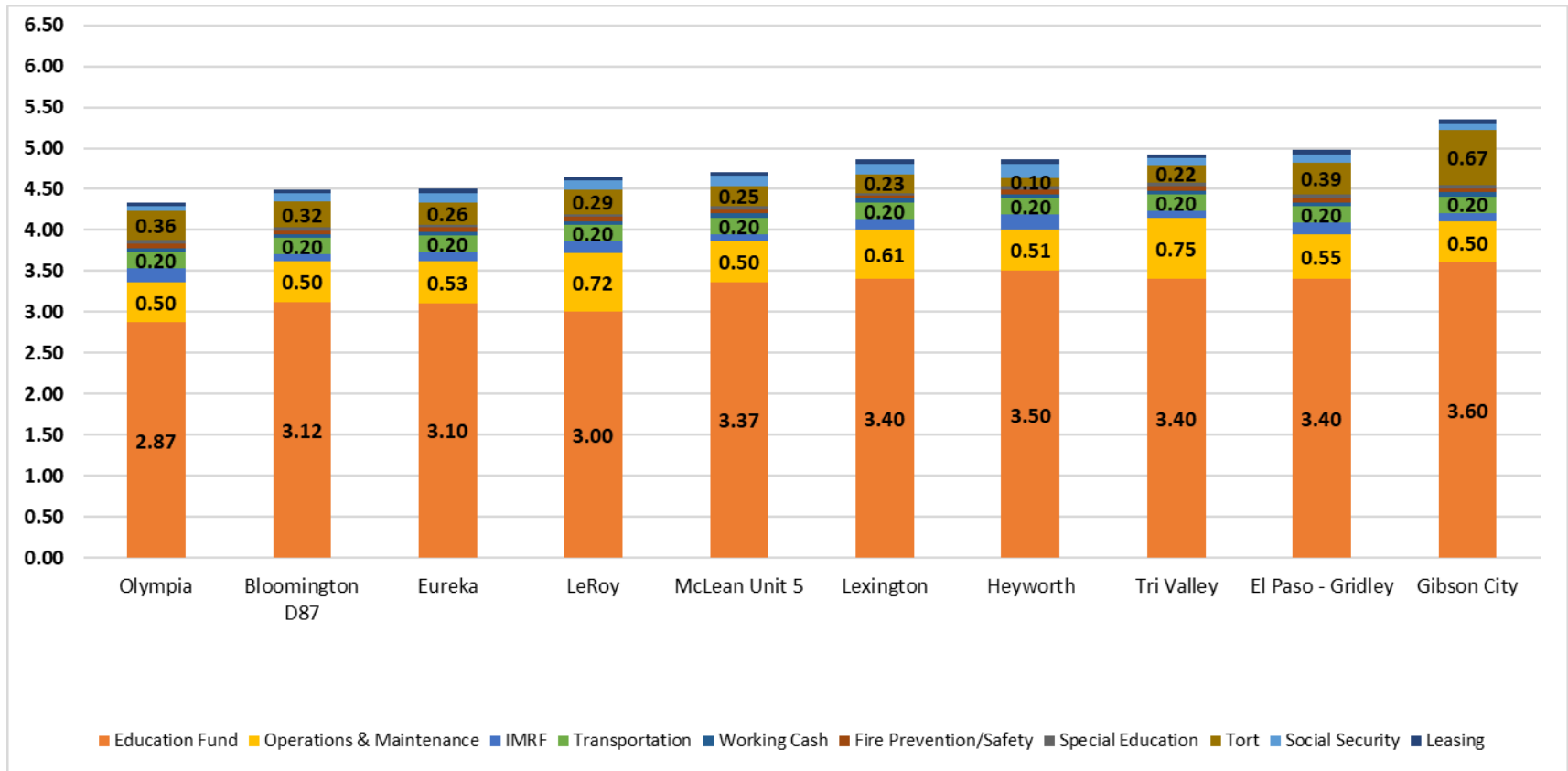
- December 11, 2019: Public Notice published in the Pantagraph.
- December 11, 2019: Board passed the resolution of intent to issue working cash bonds.
- January 15, 2020: Public hearing held at the Board meeting about the working cash bonds.
- February 26, 2020: Board passed the parameters resolution to issue up to \$29,000,000 in working cash bonds.



## Home Owner Impact

- ❑ The owner of a house worth \$175,000 would see an increase of approximately \$160

## Tax Rates by District 2019 – Excluding Bonds & Interest – Includes Adjustment for Work Cash Abatement



# QUESTIONS



## TRUTH IN TAXATION CERTIFICATE OF COMPLIANCE

I, the undersigned, hereby certify that I am the presiding officer of McLean County Unit District No. 5 and as such presiding officer I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of 35 ILCS 200/18-60 through 35 ILCS 200/18-85 of the "Truth in Taxation Act."

Check one of the choices below

- 1) The taxing district published a notice in the newspaper and conducted a hearing, meeting the requirements of the Truth in Taxation Law.
  
- 2) The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, notice and a hearing were not necessary.
  
- 3) The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.
  
- 4) The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

This certificate applies to the 2020 levy.

Presiding Officer: \_\_\_\_\_

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

Revisions appear in bold

Personnel Matters									
<b>Resignations/Retirements/Releases/Terminations</b>									
			Homebase		Assignment			Action	Effective
<b><u>Certified</u></b>									
			<b>Glenn</b>		<b>2nd Grade</b>			<b>Retirement</b>	<b>2023-2024</b>
<b><u>Educational Support Personnel</u></b>									
			Parkside		Food Service			Resignation	11/20/2020
			Pepper		Noon Hour Supervisor			Resignation	11/17/2020
			Pepper		Noon Hour Supervisor			Resignation	11/13/2020
			<b>CJHS</b>		<b>Para - Spec Ed</b>			<b>Resignation</b>	<b>12/7/2020</b>
			<b>EJHS</b>		<b>Para - Spec Ed</b>			<b>Resignation</b>	<b>12/18/2020</b>
			Unit		Admin Assistant - 12mo			Retirement	12/28/2020
			Warehouse		Special Maint - Day - Electrical			Retirement	12/30/2020







Oakley, Melinda		Sugar/Food Service		Planned Extended Leave		1/4/2021-5/26/2021
Scoma, Sandra		PJHS/Para-Spec Ed		Return from Leave		11/12/2020
<b>Information Only</b>						
<b>Pasewald, Michael</b>		<b>Northpoint/Custodian-Night</b>		<b>From Northpoint to NCWHS</b>		<b>11/30/2020</b>
Rustemeyer, Christina		KJHS/Food Service		From KJHS to NCWHS		10/19/2020

CUSD No. 5, McLean and Woodford Counties, Illinois

Unit 5 Treasurer's Report As of 10/31/2020

Fiscal Year: 2020-2021

**ASSETS**

Educational Fund		
Cash (+)	\$16,913,664.39	
Other Assets (+)	\$5,850.49	
Sub-total : Educational Fund	\$16,919,514.88	
Operations & Maintenance Fund		
Cash (+)	\$2,431,552.52	
Sub-total : Operations & Maintenance Fund	\$2,431,552.52	
Debt Service Fund		
Cash (+)	\$28,829,510.77	
Sub-total : Debt Service Fund	\$28,829,510.77	
Transportation Fund		
Cash (+)	\$5,757,304.40	
Sub-total : Transportation Fund	\$5,757,304.40	
Social Security Fund		
Cash (+)	\$1,080,224.75	
Sub-total : Social Security Fund	\$1,080,224.75	
Municiple Retirement Fund		
Cash (+)	\$1,594,995.03	
Sub-total : Municiple Retirement Fund	\$1,594,995.03	
Working Cash Fund		
Cash (+)	\$11,314,331.75	
Investments (+)	\$36,578,902.49	
Interfund Receivables (+)	\$313,608.07	
Sub-total : Working Cash Fund	\$48,206,842.31	
Tort Immunity Fund		
Cash (+)	\$1,314,906.96	
Sub-total : Tort Immunity Fund	\$1,314,906.96	
Life Safety Fund		
Cash (+)	\$27,496.19	
Investments (+)	\$854,021.91	
Sub-total : Life Safety Fund	\$881,518.10	
<b>Total : ASSETS</b>		<b>\$107,016,369.72</b>

**LIABILITIES**

Educational Fund		
Payroll Withholdings (+)	(\$37,266.28)	
Sub-total : Educational Fund	(\$37,266.28)	
Capital Projects Fund		

Balance Sheet

CUSD No. 5, McLean and Woodford Counties, Illinois

Unit 5 Treasurer's Report As of 10/31/2020

Fiscal Year: 2020-2021

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Interfund Payables (+)	\$313,608.07
Sub-total : Capital Projects Fund	\$313,608.07
<b>Total : LIABILITIES</b>	<b>\$276,341.79</b>
<b>FUND BALANCE</b>	
Educational Fund	
Fund Balance (+)	\$5,622,235.13
Sub-total : Educational Fund	\$5,622,235.13
Operations & Maintenance Fund	
Fund Balance (+)	\$250,377.03
Sub-total : Operations & Maintenance Fund	\$250,377.03
Debt Service Fund	
Fund Balance (+)	\$12,476,694.20
Sub-total : Debt Service Fund	\$12,476,694.20
Transportation Fund	
Fund Balance (+)	\$648,986.73
Sub-total : Transportation Fund	\$648,986.73
Social Security Fund	
Fund Balance (+)	\$350,785.63
Sub-total : Social Security Fund	\$350,785.63
Municiple Retirement Fund	
Fund Balance (+)	\$1,293,258.59
Sub-total : Municiple Retirement Fund	\$1,293,258.59
Working Cash Fund	
Fund Balance (+)	\$47,567,753.21
Sub-total : Working Cash Fund	\$47,567,753.21
Tort Immunity Fund	
Fund Balance (+)	(\$228,847.97)
Sub-total : Tort Immunity Fund	(\$228,847.97)
Life Safety Fund	
Fund Balance (+)	\$3,954,073.62
Sub-total : Life Safety Fund	\$3,954,073.62
NET CHANGE IN FUND BALANCE	
NET CHANGE IN FUND BALANCE (+)	\$34,804,711.76
Sub-total : NET CHANGE IN FUND BALANCE	\$34,804,711.76
<b>Total : FUND BALANCE</b>	<b>\$106,740,027.93</b>

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Balance Sheet

**CUSD No. 5, McLean and Woodford Counties, Illinois**

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**Unit 5 Treasurer's Report As of 10/31/2020**

Fiscal Year: 2020-2021

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**Total LIABILITIES + FUND BALANCE**

**\$107,016,369.72**

**End of Report**

**CUSD No. 5, McLean and Woodford Counties, Illinois**

**Unit 5 Treasurer's Report For the Period 10/01/2020 through 10/31/2020**

Fiscal Year: 2020-2021

	<u>10/01/2020 - 10/31/2020</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
<b>REVENUE COLLECTED</b>					
Educational Fund					
Local Sources (+)	\$2,895,332.89	\$37,466,391.16	\$75,116,871.04	\$37,650,479.88	49.9%
State Sources (+)	\$2,662,278.37	\$7,615,159.48	\$24,941,512.80	\$17,326,353.32	30.5%
Federal Sources (+)	\$425,732.68	\$2,721,268.58	\$10,363,589.27	\$7,642,320.69	26.3%
Sub-total : Educational Fund	\$5,983,343.94	\$47,802,819.22	\$110,421,973.11	\$62,619,153.89	43.3%
Operations & Maintenance Fund					
Local Sources (+)	\$500,640.18	\$6,608,919.91	\$12,864,365.75	\$6,255,445.84	51.4%
Sub-total : Operations & Maintenance Fund	\$500,640.18	\$6,608,919.91	\$12,864,365.75	\$6,255,445.84	51.4%
Debt Service Fund					
Local Sources (+)	\$1,200,120.22	\$16,353,394.57	\$35,616,277.00	\$19,262,882.43	45.9%
Sub-total : Debt Service Fund	\$1,200,120.22	\$16,353,394.57	\$35,616,277.00	\$19,262,882.43	45.9%
Transportation Fund					
Local Sources (+)	\$184,918.23	\$2,519,389.57	\$4,923,699.00	\$2,404,309.43	51.2%
State Sources (+)	\$1,700,871.54	\$3,352,344.52	\$6,254,217.98	\$2,901,873.46	53.6%
Sub-total : Transportation Fund	\$1,885,789.77	\$5,871,734.09	\$11,177,916.98	\$5,306,182.89	52.5%
Social Security Fund					
Local Sources (+)	\$132,322.66	\$1,546,377.08	\$3,034,576.29	\$1,488,199.21	51.0%
Sub-total : Social Security Fund	\$132,322.66	\$1,546,377.08	\$3,034,576.29	\$1,488,199.21	51.0%
Municiple Retirement Fund					
Local Sources (+)	\$73,686.44	\$1,004,171.90	\$1,962,500.00	\$958,328.10	51.2%
Sub-total : Municiple Retirement Fund	\$73,686.44	\$1,004,171.90	\$1,962,500.00	\$958,328.10	51.2%
Capital Projects Fund					
States Sources (+)	\$0.00	\$0.00	\$145,000.00	\$145,000.00	0.0%
Sub-total : Capital Projects Fund	\$0.00	\$0.00	\$145,000.00	\$145,000.00	0.0%
Working Cash Fund					
Local Sources (+)	\$48,233.34	\$639,089.10	\$1,229,675.00	\$590,585.90	52.0%
Sub-total : Working Cash Fund	\$48,233.34	\$639,089.10	\$1,229,675.00	\$590,585.90	52.0%
Tort Immunity Fund					
Local Sources (+)	\$231,472.01	\$3,157,163.31	\$6,153,391.00	\$2,996,227.69	51.3%
Sub-total : Tort Immunity Fund	\$231,472.01	\$3,157,163.31	\$6,153,391.00	\$2,996,227.69	51.3%
Life Safety Fund					
Local Sources (+)	\$46,219.07	\$630,076.06	\$1,229,675.00	\$599,598.94	51.2%
Sub-total : Life Safety Fund	\$46,219.07	\$630,076.06	\$1,229,675.00	\$599,598.94	51.2%
<b>Total : REVENUE COLLECTED</b>	<b>\$10,101,827.63</b>	<b>\$83,613,745.24</b>	<b>\$183,835,350.13</b>	<b>\$100,221,604.89</b>	<b>45.5%</b>
<b>EXPENDITURES PAID</b>					
Educational Fund					
Salaries (-)	\$7,030,678.34	\$27,431,288.92	\$85,904,887.36	\$58,473,598.44	31.9%
Employee Benefits (-)	\$1,201,227.55	\$4,360,783.80	\$15,394,562.00	\$11,033,778.20	28.3%
Purchased Services (-)	\$124,146.69	\$712,957.04	\$2,569,481.00	\$1,856,523.96	27.7%
Supplies and Materials (-)	\$590,378.99	\$2,091,459.67	\$8,097,671.58	\$6,006,211.91	25.8%

Operating Statement with Budget

**CUSD No. 5, McLean and Woodford Counties, Illinois**

**Unit 5 Treasurer's Report For the Period 10/01/2020 through 10/31/2020**

Fiscal Year: 2020-2021

	<u>10/01/2020 - 10/31/2020</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Capital Outlay (-)	\$0.00	\$992,362.57	\$1,503,161.00	\$510,798.43	66.0%
Other Objects (-)	\$790,412.25	\$1,506,605.64	\$5,493,572.00	\$3,986,966.36	27.4%
Non-Capitalized Equipment (-)	\$0.00	\$7,548.01	\$87,347.00	\$79,798.99	8.6%
Sub-total : Educational Fund	(\$9,736,843.82)	(\$37,103,005.65)	(\$119,050,681.94)	(\$81,947,676.29)	31.2%
<b>Operations &amp; Maintenance Fund</b>					
Salaries (-)	\$480,548.49	\$1,934,049.94	\$5,950,542.00	\$4,016,492.06	32.5%
Employee Benefits (-)	\$84,344.70	\$428,090.32	\$1,079,028.00	\$650,937.68	39.7%
Purchased Services (-)	\$109,144.88	\$549,741.02	\$1,223,680.00	\$673,938.98	44.9%
Supplies and Materials (-)	\$362,836.93	\$1,472,715.40	\$3,367,461.00	\$1,894,745.60	43.7%
Capital Outlay (-)	\$0.00	\$40,564.10	\$453,289.00	\$412,724.90	8.9%
Other Objects (-)	\$589.00	\$909.00	\$1,152.00	\$243.00	78.9%
Non-Capitalized Equipment (-)	\$0.00	\$3,099.64	\$40,909.00	\$37,809.36	7.6%
Sub-total : Operations & Maintenance Fund	(\$1,037,464.00)	(\$4,429,169.42)	(\$12,116,061.00)	(\$7,686,891.58)	36.6%
<b>Debt Service Fund</b>					
Other Objects (-)	\$0.00	\$800,099.54	\$30,715,621.68	\$29,915,522.14	2.6%
Sub-total : Debt Service Fund	\$0.00	(\$800,099.54)	(\$30,715,621.68)	(\$29,915,522.14)	2.6%
<b>Transportation Fund</b>					
Salaries (-)	\$14,658.00	\$59,466.81	\$197,484.00	\$138,017.19	30.1%
Employee Benefits (-)	\$3,000.00	\$12,000.00	\$29,925.00	\$17,925.00	40.1%
Purchased Services (-)	\$11,501.33	\$70,447.86	\$8,729,750.00	\$8,659,302.14	0.8%
Supplies and Materials (-)	\$53,869.29	\$135,450.33	\$859,487.00	\$724,036.67	15.8%
Capital Outlay (-)	\$0.00	\$0.00	\$367,237.00	\$367,237.00	0.0%
Other Objects (-)	(\$14.00)	\$486,051.42	\$487,827.42	\$1,776.00	99.6%
Non-Capitalized Equipment (-)	\$0.00	\$0.00	\$85,183.00	\$85,183.00	0.0%
Sub-total : Transportation Fund	(\$83,014.62)	(\$763,416.42)	(\$10,756,893.42)	(\$9,993,477.00)	7.1%
<b>Social Security Fund</b>					
Employee Benefits (-)	\$206,163.64	\$816,937.96	\$2,602,277.00	\$1,785,339.04	31.4%
Sub-total : Social Security Fund	(\$206,163.64)	(\$816,937.96)	(\$2,602,277.00)	(\$1,785,339.04)	31.4%
<b>Municiple Retirement Fund</b>					
Employee Benefits (-)	\$172,891.20	\$702,435.46	\$2,095,328.00	\$1,392,892.54	33.5%
Sub-total : Municiple Retirement Fund	(\$172,891.20)	(\$702,435.46)	(\$2,095,328.00)	(\$1,392,892.54)	33.5%
<b>Capital Projects Fund</b>					
Capital Outlay (-)	\$0.00	\$313,608.07	\$245,000.00	(\$68,608.07)	128.0%
Sub-total : Capital Projects Fund	\$0.00	(\$313,608.07)	(\$245,000.00)	\$68,608.07	128.0%
<b>Tort Immunity Fund</b>					
Salaries (-)	\$226,463.95	\$911,480.98	\$2,739,777.00	\$1,828,296.02	33.3%
Employee Benefits (-)	\$39,754.19	\$273,241.99	\$627,556.00	\$354,314.01	43.5%
Purchased Services (-)	\$70,852.04	\$338,552.43	\$2,082,899.00	\$1,744,346.57	16.3%
Supplies and Materials (-)	\$5,961.28	\$38,157.36	\$149,723.00	\$111,565.64	25.5%
Capital Outlay (-)	\$9,422.87	\$26,288.47	\$163,872.00	\$137,583.53	16.0%
Other Objects (-)	\$0.00	\$20,000.00	\$8,154.00	(\$11,846.00)	245.3%
Non-Capitalized Equipment (-)	\$0.00	\$5,687.15	\$45,410.00	\$39,722.85	12.5%

Operating Statement with Budget

**CUSD No. 5, McLean and Woodford Counties, Illinois**

**Unit 5 Treasurer's Report For the Period 10/01/2020 through 10/31/2020**

Fiscal Year: 2020-2021

	<u>10/01/2020 - 10/31/2020</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Sub-total : Tort Immunity Fund	(\$352,454.33)	(\$1,613,408.38)	(\$5,817,391.00)	(\$4,203,982.62)	27.7%
Life Safety Fund					
Purchased Services (-)	\$3,605.00	\$96,136.75	\$458,226.00	\$362,089.25	21.0%
Supplies and Materials (-)	\$0.00	\$0.00	\$3,116.00	\$3,116.00	0.0%
Capital Outlay (-)	\$449,599.73	\$3,606,494.83	\$4,410,728.00	\$804,233.17	81.8%
Sub-total : Life Safety Fund	(\$453,204.73)	(\$3,702,631.58)	(\$4,872,070.00)	(\$1,169,438.42)	76.0%
<b>Total : EXPENDITURES PAID</b>	(\$12,042,036.34)	(\$50,244,712.48)	(\$188,271,324.04)	(\$138,026,611.56)	26.7%
<b>OTHER FINANCING SOURCES (USES)</b>					
Educational Fund					
Capital Lease Proceeds (+)	\$0.00	\$1,434,254.00	\$1,434,254.00	\$0.00	100.0%
Transfers In (+)	\$0.00	\$0.00	\$13,000,000.00	\$13,000,000.00	0.0%
Transfers Out (-)	\$0.00	\$799,521.54	\$799,521.54	\$0.00	100.0%
Sub-total : Educational Fund	\$0.00	\$634,732.46	\$13,634,732.46	\$13,000,000.00	4.7%
Operations & Maintenance Fund					
Proceeds From Capital Asset Disposal (+)	\$1,425.00	\$1,425.00	\$0.00	(\$1,425.00)	0.0%
Transfers In (+)	\$0.00	\$0.00	\$100,000.00	\$100,000.00	0.0%
Transfers Out (-)	\$0.00	\$0.00	\$386,618.75	\$386,618.75	0.0%
Sub-total : Operations & Maintenance Fund	\$1,425.00	\$1,425.00	(\$286,618.75)	(\$288,043.75)	0.5%
Debt Service Fund					
Transfers In (+)	\$0.00	\$799,521.54	\$1,086,140.29	\$286,618.75	73.6%
Sub-total : Debt Service Fund	\$0.00	\$799,521.54	\$1,086,140.29	\$286,618.75	73.6%
Capital Projects Fund					
Transfers In (+)	\$0.00	\$0.00	\$100,000.00	\$100,000.00	0.0%
Sub-total : Capital Projects Fund	\$0.00	\$0.00	\$100,000.00	\$100,000.00	0.0%
Working Cash Fund					
Transfers Out (-)	\$0.00	\$0.00	\$13,100,000.00	\$13,100,000.00	0.0%
Sub-total : Working Cash Fund	\$0.00	\$0.00	(\$13,100,000.00)	(\$13,100,000.00)	0.0%
<b>Total : OTHER FINANCING SOURCES (USES)</b>	\$1,425.00	\$1,435,679.00	\$1,434,254.00	(\$1,425.00)	100.1%
<b>NET CHANGE IN FUND BALANCE</b>	(\$1,938,783.71)	\$34,804,711.76	(\$3,001,719.91)	(\$37,806,431.67)	1159.5%

End of Report

**CUSD No. 5, McLean and Woodford Counties, Illinois**

**Unit 5 Self-Funded Insurance As of 10/31/2020**

Fiscal Year: 2020-2021

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**ASSETS**

Current Assets

Cash In Bank (+) \$2,338,610.90

Accounts Receivable (+) \$17,232.00

Sub-total : Current Assets \$2,355,842.90

**Total : ASSETS**

\$2,355,842.90

**LIABILITIES**

Current Liabilities

Other Current Liabilities (+) \$2,445.53

Sub-total : Current Liabilities \$2,445.53

**Total : LIABILITIES**

\$2,445.53

**FUND BALANCE**

Fund Balance

Fund Balance (+) \$2,547,467.01

Sub-total : Fund Balance \$2,547,467.01

NET CHANGE IN FUND BALANCE

NET CHANGE IN FUND BALANCE (\$194,069.64)

(+)

Sub-total : NET CHANGE IN FUND BALANCE (\$194,069.64)

**Total : FUND BALANCE**

\$2,353,397.37

**Total LIABILITIES + FUND BALANCE**

\$2,355,842.90

End of Report

**CUSD No. 5, McLean and Woodford Counties, Illinois**

**Unit 5 Self-Funded Insurance For the Period 10/01/2020 through 10/31/2020**

Fiscal Year: 2020-2021

	10/01/2020 - 10/31/2020	Year To Date
<b>REVENUE COLLECTED</b>		
Revenue From Payroll		
Board Contributions (+)	\$939,340.00	\$3,740,222.50
Employee Contributions (+)	\$263,740.00	\$1,070,028.76
Sub-total : Revenue From Payroll	<u>\$1,203,080.00</u>	<u>\$4,810,251.26</u>
Revenue From Other Sources		
Retiree Contributions (+)	\$2,232.00	\$223,378.37
Cobra Contributions (+)	\$1,454.00	\$5,004.00
Interest & Dividends (+)	\$83.11	\$360.03
Sub-total : Revenue From Other Sources	<u>\$3,769.11</u>	<u>\$228,742.40</u>
<b>Total : REVENUE COLLECTED</b>	<u>\$1,206,849.11</u>	<u>\$5,038,993.66</u>
<b>EXPENDITURES PAID</b>		
Operating Expenditures		
Heath Ins Claims (-)	\$1,033,823.63	\$4,754,735.77
HSA Contributions (-)	\$7,135.28	\$29,788.61
Health Ins Admin Fees (-)	\$101,325.00	\$420,194.25
Other Fees & Expense (-)	\$8,017.57	\$28,344.67
Sub-total : Operating Expenditures	<u>(\$1,150,301.48)</u>	<u>(\$5,233,063.30)</u>
<b>Total : EXPENDITURES PAID</b>	<u>(\$1,150,301.48)</u>	<u>(\$5,233,063.30)</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$56,547.63</u>	<u>(\$194,069.64)</u>

End of Report

## LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into this 9th day of December, 2020, by and between the Board of Education (the "Board of Education") of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (the "District"), an Illinois public school district, and the Village of Hudson (the "Village"), an Illinois municipal corporation.

**WHEREAS**, the Village desires to lease from the Board of Education a portion of real estate and present improvements thereon, including a wooden garage, located at Hudson Elementary School on the approximate north 90 feet of the west 150 feet of Lots 10 and 11 in Block 20 in the Original Town of Hudson, McLean County, Illinois (a portion of PIN #07-28-203-001)(the "Property and Improvements") for the purpose of housing squad cars and/or other municipally owned vehicles; and

**WHEREAS**, the Board of Education desires to lease to the Village the Property and Improvements consistent with the terms of this Agreement; and

**WHEREAS**, Section 10-22.11 of the School Code allows the Board of Education to lease school property to another municipality or body politic and corporate for a term of not to exceed 25 years upon such terms and conditions as may be agreed if in the opinion of the School Board use of such property will not be needed by the District during the term of the lease; provided, such lease may not be for a term longer than 10 years without the vote of 2/3 of the full membership of the Board of Education; and

**WHEREAS**, the Board of Education finds that the Property and Improvements leased pursuant to this Agreement is unnecessary for the uses of the District during the term of this Agreement, and the best interests of the residents of the District and the Village will be enhanced by entering into this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto covenant, consent, and agree as follows:

**Lease:** The Board of Education leases to the Village the Property and Improvements for a period of twenty-five (25) years beginning December 1, 2020 and ending November 30, 2045.

**Term:** The term of this Agreement shall commence as of the date it is entered into above and shall end on November 30, 2045.

**Responsibilities of the Village:**

1. The Village shall maintain the Property and Improvements in as good as condition as they are in at the commencement of the Lease.
2. The Village may make improvements and repairs to the garage including the roof and siding, provided that at the end of the Lease such improvements shall revert to the District.
3. The Village will be responsible for all utilities and power to the Property and Improvements.
4. The Village will be responsible for snow and ice removal on the Property and Improvements.
5. The Village shall annually pay the District, on or before the 10th day of December of each year of the lease term, the sum of One Hundred Dollars (\$100) for its yearly rental right.

6. The Village will obtain and provide the District a property insurance policy for the full value of the garage written in the name of the District with the Village carried as an additional insured.
7. The Village shall further obtain and maintain during the term of this Agreement comprehensive general liability insurance on the Property and Improvements in an amount not less than \$500,000 per individual and not less than \$1,000,000 combined single limit per occurrence, covering both personal injury (including death) and property damage, and naming the District and its Board of Education as additional insureds. The Village will provide the District with a certificate of insurance as evidence of such insurance.
8. The Village shall also carry Workmen's Compensation insurance where applicable.

**Indemnification:**

To the fullest extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other, its board members, officers or administrators, employees, and agents, and any of their successors or assigns from and against any and all claims, suits, damages, actions, liabilities, costs and expenses (including without limitation attorneys' fees) arising out of damages to persons (including personal injury or death) or property due the negligence of the party, its board members, officers or administrators, employees, or agents.

**Termination:**

This Agreement shall not be renewed automatically. Either party may terminate this Agreement for any reason whatsoever upon written notice to the other party at least one (1) year in advance, provided if the Board terminates this Agreement prior to the depreciable life of the improvements and repairs referenced in the "Responsibilities of the Village" number 2 above, the Village and District agree to discuss a prorated reimbursement for the cost of said improvements and repairs.

**Integration; Amendments**

This Agreement contains the entire agreement between the parties. This Agreement shall be amended only in writing and with the signatures of both parties.

**Severability:**

In the event any provision of this Agreement is rendered invalid by the decision of any court or by the enactment of any law, then such provision shall be deemed to be deleted from this Agreement and at the District's option the balance of this Agreement shall continue in full force and effect.

**Assignment:**

No party to this Agreement may assign this Agreement or its rights or obligations herein.

**Notices:**

All notices required pursuant to this Agreement shall be in writing and sent by U.S. certified mail, postage prepaid, return receipt requested or by overnight express delivery to the address of the party set forth below or as otherwise directed in writing by such party or as provided under applicable state law. Notice is deemed given three (3) days after being deposited in the U.S. Mail for certified mail delivery or one (1) day after being deposited with an overnight express delivery courier for delivery to the correct address.

Community Unit School District No. 5,  
McLean and Woodford Counties, Illinois

Village of Hudson  
ATTN: Village President

ATTN: Superintendent  
1809 West Hovey Avenue  
Normal, IL 61761-4339

PO Box 221  
109 Front St.  
Hudson, IL 61748

**Governing Law:**

This Agreement shall be construed in accordance with and pursuant to the laws of the State of Illinois.

**Non-waiver of Breach:**

The failure of any party to insist upon strict performance of any of the terms or conditions of this Agreement shall not be construed to be a waiver of such term or condition or any subsequent breach thereof.

**Binding Agreement; Counterparts:**

This Agreement shall become a binding agreement when the signatures of both parties are affixed below. This Agreement may be signed in separate counterparts each of which will be fully enforceable as if each was an original. Facsimile or electronic signatures shall be sufficient to bind the parties.

**Board of Education of Community Unit  
School District No. 5, McLean and  
Woodford Counties, Illinois**

**Village of Hudson, a Municipal Corporation,**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Secretary

Attest: \_\_\_\_\_  
Secretary

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

(Section 17-2.11 of the School Code)

EUGENE FIELD SPEC SERVICE CENTER	McLean
School Building	County
McLean County USD 5, 0050	
District Name and Number	
Amendment Number 20	

Total Previously Approved	
Approved to raise with this Amendment	\$105,000.00
Total Approved to Date	\$105,000.00
Existing District Funds Approved	\$0.00

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

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

I Further certify that the estimate of total approval to date, in the amount of \$105,000.00 has been examined and determined to be reasonable and is hereby approved.

Date	Signature of State Superintendent of Education

**EXPLANATORY NOTES:**

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

**COMMENTS:**

**ADJUSTED ITEMS:**

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

# REQUEST FOR AUTHORIZATION To use Fire Prevention and Safety Funds

Amendment Number

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## PART I. CERTIFICATION OF ESTIMATED COSTS

### This is to certify that:

The EUGENE FIELD SPEC SERVICE CENTER school, located at 412 E Cypress St Normal, Illinois, and under the management and control of the Board of Education of School District # 0050, McLean County, was surveyed by me on 11/30/2020.

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

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

**The certified estimated cost figures were prepared by me and to the best of my knowledge are true and accurate estimates of the costs to execute the work as specified. The total estimated costs to finance the work involved is \$ 105,000.00.**

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

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

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

- a. Based upon the report of the architect referred to above, the district faces total estimated costs of \$ to finance the work involved.
- b. The district has \$ available in its operations and maintenance fund, fire prevention and safety fund, school facility occupation tax fund and/or other fund to finance the work.
- c. The district needs to raise \$ in additional revenue through the levy of the Fire Prevention and Safety Tax or issuance of Bonds to finance the recommended work.
- d. Plans and specifications for the work will be submitted to the Regional Superintendent for review and approval.
- e. The work to be financed with Fire Prevention and Safety funds will not commence until the Certificate of Approval of the State Superintendent is received, the detailed plans and specifications have been approved by the regional superintendent and the regional superintendent (or other lawful agency) has issued an appropriate Order to Effect Compliance with the Health/Life Safety Code for public schools (or other lawful order requiring the work to be done).
- f. All work authorized by the District will be executed in conformity with all applicable codes.
- g. In the case of work recommended to repair school sidewalks, playgrounds, parking lots, or school bus turnarounds the notice and hearing requirements of Section 17-2.11 of the School Code were complied with by publishing the required notice on and holding the required public hearing on .

# VIOLATION AND RECOMMENDATION SCHEDULE

(23 IL Adm. Code 180, Sections 180.320)

1. COUNTY CODE <b>064, McLean</b>				2. DISTRICT CODE/NAME <b>0050, McLean County USD 5</b>		3. FACILITY CODE/NAME <b>EUGENE FIELD SPEC SERVICE CENTER</b>	
4. Item ID	5. Location(s) (Room No)	6. Priority Code	7. Rule Violated	8. Description of the violation		9. Recommendation to correct violation	
1	Original 1935 Building	b.	105 ILCS 105/1	Updating of the HVAC system is planned. The presence of ACM flooring has been determined to be present on the First floor Corridor #100, Corridor #100.2, the Second floor Corridor #100.6, First floor Classrooms #1, #4, & #7, Second floor Classrooms #9, #10, #14, & #15, First Floor Office #6, First floor Office #3, Second floor Office 13 & Restroom #11.		Remove ACM floor material in rooms indicated above. Dispose of ACM material in IDPH approved refuse site.	
2	Original 1935 Building	b.	185.30(e)	Following ACM floor covering removal the surfaces in Item will need to be covered with new finishes. The Classrooms and offices will have 24" X 24" level loop 35 oz. carpet tile installed. Corridors and utility areas will have vinylProvide and install floor covering		Provide and install floor covering.	

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

**SCHEDULE OF RECOMMENDED WORK ITEMS AND ESTIMATED COSTS**

1. COUNTY CODE <b>064, McLean</b>			2. DISTRICT CODE/NAME <b>0050, McLean County USD 5</b>			3. FACILITY CODE/NAME <b>EUGENE FIELD SPEC SERVICE CENTER</b>					
4. Item I.D.	5. Action I.D.	6. Priority Code	7. Specification(s)	8. Units Of Measure	9. Quantity	10. Labor Code	11. Estimated Cost (Architect / Engineer)	12. ROE Adjustment	13. ISBE Adjustment	14. Estimated Completion Date	15. Funding Type
1	b	b.	Remove ACM in nonfriable process using IDPH approved heat machine. Remove ACM mastic. Provide enclosed dumpster and haul off site.	sq.ft.	6370	2	\$44,500.00			3/27/2021	F
2	f	b.	Classrooms and Corridors will be covered with 24" X 24" level loop 35oz. nylon carpet tile. Corridors and utility areas will have vinyl composition tile installed	sq.ft.	6370	2	\$43,000.00			3/27/2021	F

	Original Subtotal	\$87,500.00	Adjusted Subtotal	\$87,500.00
	Original 10.00% Contingency	\$8,750.00	Adjusted 10.00% Contingency	\$8,750.00
	Original 10.00% A/E Fees	\$8,750.00	Adjusted 10.00% A/E Fees	\$8,750.00
	Original Grand Total	\$105,000.00	Adjusted Grand Total	\$105,000.00

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