

**Mahomet-Seymour CUSD #3  
Board of Education**

**March 6, 2023  
Study Session/Special Meeting  
Packet**



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# MAHOMET-SEYMOUR CUSD #3

1301 South Bulldog Drive, Mahomet, IL 61853

Phone (217) 586-2161



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*Board of Education: Max McComb (P), Justin Lamb (VP), Sunny McMurry (S), Meghan Hennesy, Kyle Jordan, Dr. Colleen Schultz, Rebecca Severns*

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## BOARD OF EDUCATION STUDY SESSION/SPECIAL MEETING

Board Conference Room – Middletown Prairie

March 6, 2023

### 7:00 p.m. Study Session

- 1) Call To Order
- 2) Roll Call
- 3) Pledge of Allegiance
- 4) Approval of Agenda
- 5) Public Comment
- 6) Policy 7:180 – Prevention of and Response to Bullying, Intimidation and Harassment Discussion
- 7) Policy 6:310 – High School Credit for Non-District Experiences, Course Substitutions; Re-Entering Students Discussion
- 8) Lease Agreement – Modular Classroom Building(s) Discussion/Action
  - A. Junior High
  - B. Lincoln Trail
- 9) Closed Session - Personnel
- 10) Adjournment

### Upcoming Meetings

March 20 – Regular Meeting, Board Conference Room – Middletown Prairie, 7:00 p.m.

April 17 – Regular Meeting, Board Conference Room – Middletown Prairie, 7:00 p.m.

**BOARD OF EDUCATION  
MAHOMET-SEYMOUR COMMUNITY UNIT SCHOOL DISTRICT NO.3  
Mahomet, Illinois**

Agenda Item No.: 6.  
Date: March 6, 2023  
Presented by: Dr. Kenny Lee

**BRIEFING**

TOPIC:  
Policy 7:180

BACKGROUND INFORMATION:

At a December 5, 2022 meeting, the BOE directed me to present about the topic of bullying during the March 6, 2023 study session.

I have included a supporting document for the discussion. Provided in the document are as follows:

- Copy of BOE policy 7:180
- Bullying Prevention and Response Plan (Mandated by Policy 7:180)
- Policy 7:180 Review
  - Frequency of Victimization Data
  - Student, Staff, and family Observations at School
  - Identification of areas of a school where bullying occurs
  - Bystander intervention or participation
- Additional information collected outside of policy
- Suggestions moving forward
- BOE consideration

## STUDENTS

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

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

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

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

#### Definitions from 105 ILCS 5/27-23.7

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

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

*Bullying* may take various forms, including without limitation one or more of the following: harassment, threats, intimidation, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying. This list is meant to be illustrative and non-exhaustive.

*Cyberbullying* means bullying through the use of technology or any electronic communication, including without limitation any transfer of signs, signals, writing, images, sounds, data, or intelligence

system, or photo-optical system, including without limitation electronic mail, Internet communications, instant messages, or facsimile communications. *Cyberbullying* includes the creation of a webpage or weblog in which the creator assumes the identity of another person or the knowing impersonation of another person as the author of posted content or messages if the creation or impersonation creates any of the effects enumerated in the definition of *bullying*. *Cyberbullying* also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons if the distribution or posting creates any of the effects enumerated in the definition of *bullying*.

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

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

### Bullying Prevention and Response Plan

The Superintendent or designee shall develop and maintain a bullying prevention and response plan that advances the District's goal of providing all students with a safe learning environment free of bullying and harassment. This plan must be consistent with the following requirements:

1. Using the definition of *bullying* as provided in this policy, the Superintendent or designee shall emphasize to the school community that: (1) the District prohibits bullying, and (2) all students should conduct themselves with a proper regard for the rights and welfare of other students. This may include a process for commending or acknowledging students for demonstrating appropriate behavior.
2. Bullying is contrary to State law and the policy of this District. However, nothing in the District's bullying prevention and response plan is intended to infringe upon any right to exercise free expression or the free exercise of religion or religiously based views protected under the [First Amendment to the U.S. Constitution](#) or under [Section 3 of Article I of the Illinois Constitution](#).
3. Students are encouraged to immediately report bullying. A report may be made orally or in writing to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any staff member with whom the student is comfortable speaking. Anyone, including staff members and parents/guardians, who has information about actual or threatened bullying is encouraged to report it to the District named officials or any staff member. The District named officials and all staff members are available for help with a bully or to make a report about bullying. Anonymous reports are also accepted at [www.mscusd.org](http://www.mscusd.org); however, this shall not be construed to permit formal disciplinary action solely on the basis of an anonymous report.

**Nondiscrimination Coordinator:**

**Title IX Coordinator:**

1301 S. Bulldog Dr.,  
Mahomet, IL 61853

[klee@mscusd.org](mailto:klee@mscusd.org)

217-586-2161

1301 S. Bulldog Dr,  
Mahomet, IL 61853

[nrummel@mscusd.org](mailto:nrummel@mscusd.org)

217-586-2161

### Complaint Managers:

Christine Northrup

1301 S. Bulldog Dr.,  
Mahomet, IL 61853

[cnorthrup@mscusd.org](mailto:cnorthrup@mscusd.org)

217-586-2161

Nathan Mills

201 W. State St.,  
Mahomet, IL 61853

[nmills@mscusd.org](mailto:nmills@mscusd.org)

217-586-4415

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

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

6. The Superintendent or designee shall use interventions to address bullying, which may include, but are not limited to, school social work services, restorative measures, social-emotional skill building, counseling, school psychological services, and community-based services.
7. A reprisal or retaliation against any person who reports an act of bullying **is prohibited**. Any

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

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

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

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

12. The District's bullying prevention plan must be consistent with other Board policies.

LEGAL REF.:

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

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

23 Ill.Admin.Code §1.240 and §1.280.

CROSS REF.: 2:240 (Board Policy Development), 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:170 (Safety), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:285 (Food Allergy Management Program); 7:310 (Restrictions on Publications; Elementary Schools), 7:315 (Restrictions on Publications; High Schools)

Adopted: March 21, 2022

**Mahomet-Seymour CUSD 3**

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**Mahomet-Seymour CUSD #3**  
**Bullying Prevention and Response Plan**

Mahomet-Seymour CUSD #3 believes in providing all students equal access to a safe learning environment in curricular and extracurricular programs by preventing students from engaging in bullying behaviors, identifying disruptive bullying acts, and intervening should bullying occur.

1. Definitions:

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

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

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

communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons if the distribution or posting creates any of the effects enumerated in the definition of bullying.

**Restorative measures** means a continuum of school-based alternatives to exclusionary discipline, such as suspensions and expulsions, that: (i) are adapted to the particular needs of the school and community, (ii) contribute to maintaining school safety, (iii) protect the integrity of a positive and productive learning climate, (iv) teach students the personal and interpersonal skills they will need to be successful in school and society, (v) serve to build and restore relationships among students, families, schools, and communities, and (vi) reduce the likelihood of future disruption by balancing accountability with an understanding of students' behavioral health needs in order to keep students in school.

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

## **2. State law expressly prohibits bullying in schools.**

Bullying is contrary to State law and the policy of this District. However, nothing in the District's bullying prevention and response plan is intended to infringe upon any right to exercise free expression or the free exercise of religion or religiously based views protected under the First Amendment to the U.S. Constitution or under Section 3 of Article I of the Illinois State Constitution.

Bullying on the basis of actual or perceived race, color, religion, gender, national origin, ancestry, age, marital status, physical or mental disability, military status, sexual orientation, gender related identity or expression, unfavorable discharge from military service, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any

other distinguishing characteristic is prohibited in each of the following situations:

- A. During any school-sponsored education program or activity.
- B. While in school, on school property, on school buses or other school vehicles, at designated school bus stops waiting for the school bus, or at school-sponsored or school-sanctioned events or activities.
- C. Through the transmission of information from a school computer, a school computer network, or other similar electronic school equipment.
- D. Through the transmission of information from a computer that is accessed at a non-school related location, activity, function, or program or from the use of technology or an electronic device that is not owned, leased, or used by the District or school if the bullying causes a substantial disruption to the educational process or orderly operation of a school.

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

3. Students who believe they have been the subject of bullying are encouraged to report the matter immediately to the principal, assistant principal, counselor, social worker, or a Title IX/ADA compliance administrator, or any other staff member the student is comfortable speaking with. Students may choose to report to a person of the student's same gender. Anonymous reports are also acceptable. Mahomet-Seymour CUSD #3 maintains an online form located on the school website to report incidents of bullying, harassment, and intimidation. An administrator will investigate the complaint as soon as possible or appoint a qualified person to undertake the investigation on his or her behalf.

4. Consistent with federal and State Laws and rules governing student privacy rights, the Assistant Principal or designee shall promptly inform the parents/guardians of

every student involved in an alleged incident of bullying, and discuss as appropriate, the availability of social work services, counseling, school psychologist services, other interventions, and restorative measures.

5. The Assistant Principal, Complaint Manager, or designee shall promptly investigate and address reports of bullying, by, among other things:

a. Making all reasonable efforts to complete the investigation within 10 school days after the date the report of a bullying incident was received and taking into consideration additional relevant information received during the course of the investigation about the reported bullying incident.

b. Involving appropriate school support personnel and other staff persons with knowledge, experience, and training on bullying prevention, as deemed appropriate, in the investigation process.

c. Notifying the Building Principal, school administrator, or designee of the reported incident of bullying as soon as possible after the report is received.

d. Consistent with federal and State laws and rules governing student privacy rights, providing parents/guardians of the students who are parties to the investigation information about the investigation and an opportunity to meet with the Building Principal or school administrator or his or her designee to discuss the investigation, the findings of the investigation, and the actions taken to address the reported incident of bullying.

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

6. The Assistant Principal, Complaint Manager, or designee shall use interventions to address bullying, that may include, but are not limited to, school social work services, restorative measures, social-emotional skill

building, counseling, school psychological services, and community-based services.

7. A reprisal or retaliation against any person who reports an act of bullying is prohibited. A student's act of reprisal or retaliation will be treated as bullying for purposes of determining any consequences or other appropriate remedial actions.

8. A student will not be punished for reporting bullying or supplying information, even if the District's investigation concludes that no bullying occurred. However, knowingly making a false accusation or providing knowingly false information will be treated as bullying for purposes of determining any consequences or other appropriate remedial action

9. Mahomet-Seymour CUSD #3 Bullying Prevention and Response Plan will gain stakeholder engagement through the Parent and Teacher Advisory Committee, as well as student feedback.

Any student who is determined, after an investigation, to have engaged in bullying in violation of this policy, and the bullying behavior is within the scope of the school's jurisdiction, will be subject to disciplinary action, including, but not limited to, suspension, and/or expulsion consistent with the District's discipline policy; and/or athletic/activity board review. Students engaged in bullying behavior may be referred to local law enforcement authorities.

**Policy Review:** Pursuant to State law and policy 2:240, Board Policy Development, the Board monitors this policy every two years by conducting a review and re-evaluation of this policy to make any necessary revisions. The Superintendent or designee shall assist the Board with its re-evaluation and assessment of this policy's outcomes and effectiveness. Updates to this policy will reflect any necessary and appropriate revisions. This process will include without limitation:

**A. The frequency of victimization:**

2020-2021

- a. MPE-0
- b. LT-2
- c. MSJHS-0
- d. MSHS-0

2021-2022

- a. MPE-3
- b. LT-1
- c. MSJHS-1
- d. MSHS-5

2022-2023

- a. MPE-4
- b. LT-2
- c. MSJHS-4
- d. MSHS-2 same student

**B. Student, staff, and family observations of safety at school**

- a. Staff and family representatives will discuss their observations at the Parent/Teacher Advisory meeting this Spring.
- b. Student data can be found with regard to their feelings about safety at school on the 5essentials survey data. The two lowest scoring locations for students to feel safe are the hallways and the restrooms. One would think that bullying and harassment would be a culprit for those lower scores, but could also be a myriad of other items.

**C. Identification of areas of a school where bullying occurs**

- a. MPE-Playground
- b. LT-Playground, classroom and bus
- c. MSJHS-Classroom, social media and hallway
- d. MSHS-Classroom and Commons

**D. The types of bullying utilized**

- a. MPE-Physical, Verbal
- b. LT-Verbal, Physical
- c. MSJHS-Physical, Verbal
- d. MSHS-Verbal and social media

**E. Bystander intervention or participation**

- a. MPE-Our health and wellness class teaches how to be an upstander not a bystander.
- b. LT-No information on bystander interaction in the incident(s) but they have reported to staff.
- c. MSJHS-In one instance there was bystander intervention. The other instance was physical.

- d. MSHS-No information about bystanders or participation. The classroom incident was immediately addressed by the teacher in the classroom.

**Other Information collected outside of policy:**

How many times has the online reporting form been utilized this year?

**2020-2021**

How many times was bullying reported on the form? (6)

1. Cyber Bullying-1
2. Physical Aggression or Bullying-0
3. Verbal Bullying or Threats-5

**2021-2022**

How many times was bullying reported on the form? (30)

1. Cyber Bullying-6
2. Physical Aggression or Bullying-5
3. Verbal Bullying or Threats-19

**2022-2023-times as of 02/27/23**

How many times was bullying reported on the form? (21)

1. Cyber Bullying-2
2. Physical Aggression or Bullying-8
3. Verbal Bullying or Threats-11

**How many times this school year have there been reports of bullying or harassment reported to our Complaint Managers?**

**2020-2021 (0)**

**2021-2022 (4)**

Mother, Stepfather, their two students, and a support person/advocate filed against a student and both parents.

An employee filed against another employee

An employee filed against another employee

A parent filed on behalf of their student against another student

## **2022-2023 (2)**

One parent filed on 10/13/2022 against a classmate of their child

Parents and student filed on 10/24/22 against 8 classmates

Additional Questions:

### **How do we commend or acknowledge students who demonstrate appropriate behavior?**

1. MPE -Students are provided reinforcing, clear, and specific feedback on their academic and social performance. This reinforcement, focused on practice and effort, helps them to form a positive vision of themselves as learners. MPE currently has building goals and celebrations for reading at home. Students can earn music Fridays during lunch. We have a responsive classroom committee that provides information or strategies during most monthly staff meetings. Some classroom teachers have whole class incentives to earn celebrations. Students are examples for demonstrating proper behavior on Tuesday Videos produced by the principals. Responsive classroom training has provided "Teacher Language" on how to point out how a teacher notices proper behavior.
2. Lincoln Trail: Teachers use interactive modeling of expectations during Morning Meetings and other times throughout the day. Teachers and administrators send good news notes home or make good news phone calls. We have board game celebrations each month. Those students with less than three office referrals will play games in the classroom with their friends. Students with more than 3 referrals have restorative chats in small groups while also playing games in a more structured environment. Teacher Committees include: IDEA (Inclusive, Diverse, Education for All), Multi-tiered system of support team, and Behavior Committee. Professional development provided for staff on Responsive Classroom K-5. Teacher language professional development K-5.



3. MSJH - Staff pass out Bulldog bucks to students who are meeting behavior expectations. Staff also pass out Caught You Being Good slips for students displaying positive behavior above normal expectations. Lessons on social/emotional skills are taught during Bulldog Power Hour.
4. MSHS - Largely, this is done at the classroom level through restorative practices, affective language and reinforcing positive behavior. Beyond that, we use positive referrals and small tangible incentives for individual students. Teachers are also encouraged to communicate home positive messages about their students.

**What opportunities do students have to report bullying in your building?**

1. MPE-Students primarily report it to a staff member. Parents can call and report it or use district reporting found on the website. Teachers can also report to administrators the need for support with conflict/bullying.
2. Lincoln Trail-Students report bullying through conversations with their teacher and administration. Students have access to the district bullying form. Many teachers also have an anonymous form in their classes called, "I wish my teacher knew." where students can share with them bullying or other concerns. The principal of the building also has a "I Wish my Principal Knew" box for students to submit to anonymously.
3. MSJH-Students can report bullying to any staff member, counselor, social worker or administrator. Students are also taught during our ALICE curriculum about the online Bullying, Harassment and intimidation form.

4. MSHS-Students report to any staff member or administrator through face-to-face conversations or email. Students also use the Bullying, Harassment, and Intimidation form.

**Do we ensure that if students are in a bullying incident that we have resources such as social work, counseling, school psychologists? What other interventions and restorative methods?**

1. MPE - Tier 1: Whole school review of our behavior matrix at the beginning of the year. Weekly SEL skills taught in health and wellness and reviewed again in the weekly videos. Currently working on getting large visual signs for the playground to help with this process. Tier 2: During specific conflict resolutions, staff will help students through accountability, practicing empathy, and making amends using the problem-solving conference model. Tier 3: In a repeated instance of conflict involving the same student, there may be a safety plan, student support meeting, or meeting with the social worker.
2. Lincoln Trail: At Lincoln Trail if there is a bullying event reported to the administration, we do an investigation to determine if it is truly bullying. If it is not determined to be bullying we have restorative conversations. If it is determined to be a bullying situation we have a conference with both sets of parents, provide SEL support to both students, make adjustments to schedules if needed, and continue to monitor the situation as needed.
3. MSJH - A focus at the beginning of the year is placed on the expected behaviors of all students while at MSJH. Time is dedicated specifically in BPH to learning these skills and behaviors. In addition, there is signage around MSJH that models what being responsible, respectful and safe looks like.

4. MSHS -We rely on our staff to assist with students in bullying situations. We also have trained our staff in restorative practices and utilize them at the administrative level. When appropriate, we use traditional and progressive discipline to address bullying.

**Besides the training that has been mentioned, are there any additional trainings offered?**

Bushue training on Bullying and Harassment is required every other year by all staff members. Conferences may be attended by staff who have requested to attend such conferences and are approved.

**Are there suggestions moving forward?**

I would suggest the following items, but would like time to review this report with all principals/assistant principals to gather additional input and feedback.

- As part of the Policy Review for 7:180, the only data that was apparent was students' feeling of safety from the 5essentials survey. We need to seek other ways to engage staff and family observations at school.
- Seek ways to ensure that all of our students and families are aware of reporting options. Do we need to "market" our online reporting form?
- Once incidents are reported, how are we circling back to ensure that all parties are aware that the issues have been processed? Making this clear would assist in some complainants feeling as if the report was not processed.
- Increased presence in hallways. The 5essentials data on hallway safety is not alarming, but lower than other areas of the school.
- Discuss ways for students to feel safer in the restrooms without invading student privacy. The 5essentials data on restroom safety is not alarming, but was the lowest area of the school.

- Explore professional development opportunities for staff on how to identify bullying behaviors in the classroom
- Explore professional development opportunities on how to increase acceptance and/or tolerance in our school buildings
- Continue with current efforts of responsive classroom training and PBIS
- Train additional staff on restorative practices similar to the training at MSHS

**BOE consideration:**

Certainly MSCUSD #3 is not a perfect organization, even though we have an outstanding staff that truly cares about students. Our administrative team also readily admits that we can always improve every aspect of our professional lives. We do believe that MCCUSD #3 is a great organization. I believe that our staff and administrative team work very hard to remedy any situations that are not in the best interest of students.

It has been suggested over the past few months that many students have reported to individual BOE members that they do not report bullying behaviors because nothing will be done. It has also been suggested that the administration is not properly implementing policy. We have been told that employees hear verbal bullying and ignore the statements. There has also been concern voiced about our primary complaint manager producing reports that are not consistent. Lastly, I was accused of hiding information from BOE members, as well as "covering up" information.

If the board wishes, I can produce options for it to secure an outside source to investigate all of these allegations. The BOE could also consider an outside source to conduct the written complaints or shift that responsibility to myself.

**BOARD OF EDUCATION  
MAHOMET-SEYMOUR COMMUNITY UNIT SCHOOL DISTRICT NO.3  
Mahomet, Illinois**

Agenda Item No.: 7.  
Date: March 6, 2023  
Presented by: BOE Request

**BRIEFING**

TOPIC:  
Policy 6:310

BACKGROUND INFORMATION:

At our last BOE meeting, it was requested to discuss BOE Policy 6:310 (High School credit from for non-district experiences, course substitutions and re-entering students).

Included you will find a proposed policy submitted by Mrs. Hennesy, as well as the current policy that we have in our BOE Policy Manual.

If the board chooses to agree to the proposed policy by Mrs. Hennesy, we will acknowledge the discussion as a first reading, and bring the proposal back to you for a second reading and approval on March 20, 2023.

## INSTRUCTION

### **6:310 High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students**

#### Credit for Non-District Experiences

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.

#### Credit Recovery

A student enrolled in an on-line, virtual learning, dual credit, or college/university course may receive high school credit for work completed, provided:

The course is offered by an institution approved by the Superintendent or designee.

Enrollment in these courses is approved by the Superintendent or designee.

The student assumes responsibility for all fees (including tuition and textbooks). Exceptions may be considered by the principal.

IHSA rules will determine online courses being counted towards athletic eligibility.

These courses may be counted toward semester eligibility with approval by the Superintendent or designee.

Exceptions to any of the above criteria must be approved by Superintendent or designee.

#### Courses Exceeding District Curriculum

A student enrolled in an on-line, virtual learning, dual credit, or college/university course may receive high school credit for work completed, provided:

Students must have completed the top level offered at MSHS in one of the following areas (English, math, science, and world language) prior to consideration.

The course is offered by an institution approved by the Superintendent or designee.

Enrollment in these courses is approved by the Superintendent or designee.

The student assumes responsibility for all fees (including tuition and textbooks). Exceptions may be considered by the Superintendent or designee.

Online courses will be determined by IHSA rules if they will be counted toward athletic eligibility.

These courses may be counted toward semester eligibility with approval by the Superintendent or designee.

Exceptions to any of the above criteria must be approved by the Superintendent or designee.

#### Supplemental Courses (courses not offered at MSHS)

The course is offered by an institution approved by the Superintendent or designee.

Enrollment in these courses is approved by the Superintendent or designee.

The student assumes responsibility for all fees (including tuition and textbooks). Exceptions may be considered by the Superintendent or designee.

Online courses will be determined by IHSA rules if they will be counted toward athletic eligibility.

These courses may be counted toward semester eligibility with approval by the Superintendent or designee.

Exceptions to any of the above criteria must be approved by the Superintendent or designee.

#### Dual Credit Courses

A student who successfully completes a dual credit course may receive credit at both the college and high school level.

#### Foreign Language Courses

A student will receive high school credit by studying foreign language in an approved ethnic school program, provided such program meets the minimum standards established by the State Board of Education.

The amount of credit will be based on foreign language proficiency achieved. The Building Principal may require a student seeking foreign language credit to successfully complete a foreign language proficiency examination.

#### Substitutions for Physical Education, Adapted Physical Education and Other Required Courses – (Course Substitutions).

**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.

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.

1. Ongoing participation in a marching band program for credit;
2. Ongoing participation in an interscholastic or extracurricular athletic program;
3. Enrollment in academic classes that are required for admission to an institution of higher learning; or
4. 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 7:260, *Exemption from Physical Education*.

### 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

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](#), [5/27-6](#), [5/27-22.3](#), and [5/27-22.05](#).

[110 ILCS 27/](#), Dual Credit Quality Act.

[23 Ill.Admin.Code §§1.425\(e\)](#), [1.440\(f\)](#), [1.470\(c\)](#), and [Part 255](#).

CROSS REF.: 6:180 (Extended Instructional Programs), 6:300 (Graduation Requirements), 6:315 (High School Credit for Students in Grade 7 or 8), 6:320 (High School Credit for Proficiency), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:260 (Exemption from Physical Education)

Adopted: March 22, 2021





## INSTRUCTION

### **6:310 High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students**

#### Credit for Non-District Experiences and Courses Taken at a **Non-Accredited Institutions**

The student must seek approval from the Superintendent or designee to receive graduation credit for any non-District, **non-accredited** 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.

#### Accredited Online, Dual Credit, or College/University Courses

A student enrolled in an on-line, virtual learning, dual credit, or college/university course may receive high school credit for work completed, provided:

The course is offered by an institution approved by the Superintendent or designee.

**Equivalencies for courses taken elsewhere, that are offered at MSHS, will be approved by the principal or designee and must be taken at an accredited institution.**

**Credit for courses taken elsewhere that are not offered at MSHS will be approved by the principal or designee.**

**A student replacing a specific graduation requirement (other than total credits) must be enrolled in 4 courses at MSHS during that academic year.**

The student assumes responsibility for all fees (including tuition and textbooks). Exceptions may be considered by the Superintendent or designee.

Online courses will be determined by IHSA rules if they will be counted toward athletic eligibility.

These courses may be counted toward semester eligibility with approval by the Superintendent or designee.

A student who successfully completes a dual credit course may receive credit at both the college and high school level.

Exceptions to any of the above criteria must be approved by the Superintendent or designee.

## Foreign Language Courses

A student will receive high school credit by studying foreign language in an approved ethnic school program, provided such program meets the minimum standards established by the State Board of Education.

The amount of credit will be based on foreign language proficiency achieved. The Building Principal may require a student seeking foreign language credit to successfully complete a foreign language proficiency examination.

## Substitutions for Physical Education, Adapted Physical Education and Other Required Courses – (Course Substitutions).

**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.

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.

1. Ongoing participation in a marching band program for credit;
2. Ongoing participation in an interscholastic or extracurricular athletic program;
3. Enrollment in academic classes that are required for admission to an institution of higher learning; or
4. 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 7:260, *Exemption from Physical Education*.

### 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

#### 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](#), [5/27-6](#), [5/27-22.3](#), and [5/27-22.05](#).

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CROSS REF.: 6:180 (Extended Instructional Programs), 6:300 (Graduation Requirements), 6:315 (High School Credit for Students in Grade 7 or 8), 6:320 (High School Credit for Proficiency), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:260 (Exemption from Physical Education)

Adopted: March 22, 2021

**BOARD OF EDUCATION  
MAHOMET-SEYMOUR COMMUNITY UNIT SCHOOL DISTRICT NO.3  
Mahomet, Illinois**

Agenda Item No.: 8.A.  
Date: February 28, 2023  
Presented by: Ms. Heather Smith

**ACTION**

TOPIC:

Recommendation to approve a 3-year lease for a two classroom modular building with no restrooms (24'x80') for Mahomet-Seymour Junior High.

Site Work-	\$84,944 (Estimate)
Lease- \$1,938 per month for 36 months-	\$69,768
Delivery and setup	\$64,597
Technology	\$ 9,918
Total:	\$229,227

- There will be some asphalt modification to come in the future for drop-off (amount unknown at this time).
- Instructional equipment is not included above (ex. Smartboard)

BACKGROUND INFORMATION:

The Mahomet-Seymour Junior High needs more classroom space. We have an increasing enrollment with teachers already on carts and classrooms that have already been split. This will allow for two more classroom spaces to be utilized for instruction.

SUPERINTENDENT'S RECOMMENDATION:

The superintendent recommends approval to proceed with securing the modular classroom and the accompanying tasks listed above to ensure that the building is ready for students in the Fall of 2023



**SCHEDULE 02**

The provisions of this Schedule dated February 28, 2023 are subject to the terms and conditions of the Master Lease Agreement # RG0422MCU dated April 22, 2022 by and between Vesta Housing Solutions, LLC, 1000 Town Center, Suite 975, Southfield, MI 48075 ("Lessor"), and Mahomet-Seymour Community Unit School District No. 3 ("Lessee"), located at 1301 S. Bulldog Dr. Mahomet, IL 61853 collectively referred to as the "parties" in the Master Lease Agreement and/or Schedule(s). Pursuant to terms of and in accordance with the Master Lease Agreement, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described more particularly below for the consideration set forth below:

**MODULAR BUILDING DETAILS:**

Quantity	One (1)
Type	Two (2) Classroom Modular Building with no restrooms
Size	24' x 80'
Serial Numbers	CR860 & CR861

**DESCRIPTION / LOCATION:**

Name	Mahomet-Seymour Junior School 2 <sup>nd</sup> Unit
Full Address	201 W. State St Mahomet, IL 61853

**LEASE DETAILS:**

Commencement Date	The earlier of the date of Lessor's substantial completion of its scope of work for the modular building(s) or the date the building(s) is/are ready for shipment. The ready for shipment date will only be used when there is a delay in acceptance that is not attributable to the Lessor.
Term (consecutive months from commencement date)	36 Months
Monthly Lease Payment*	\$1,938
Total Lease Payments (for entire term)	\$69,768
Date of First Payment	Commencement Date

\* Does not include state, local or other taxes, licensing, maintenance or other applicable charges which are added to the monthly lease payment and are Lessee's responsibility. Internal Note: SAF Waived

**OTHER DETAILS:**

Delivery & Sitework Costs	\$64,597
Delivery & Sitework Payment Details	50% due upon execution; Remaining balance due upon Lessor's completion of its scope of work
Dismantle & Return Costs	Cost plus 15% determined at the time of return
Dismantle & Return Payment Details	Paid in accordance with the terms of the MLA

**IN WITNESS WHEREOF**, the parties hereto have caused this Schedule to be duly executed on the date set forth below by their authorized representatives. Upon execution, this Schedule becomes incorporated by reference to the Master Lease Agreement and is subject to all of the terms, conditions, and/or provisions set forth therein.

(Check if applicable)

Further, Lessee acknowledges the Proposal attached to this Schedule and initialed by Lessee applies to this individual Schedule only. These documents do not apply to any other existing or future Schedules.

Lessor: **Vesta Housing Solutions, LLC**

Lessee: **Mahomet-Seymour Community Unit School District No. 3**

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

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

Name (Printed): Daniel McMurtrie

Name (Printed): \_\_\_\_\_

Title: Chief Executive Officer

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

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

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



**BUDGETARY PRICING FOR MODULAR BUILDING**

CUSTOMER:	<b>Mahomet CUSD 3 - Jr High</b>		
PROJECT:	<b>Swing Space</b>		
LOCATION:	<b>Mahomet, IL</b>		
DATE:	<b>27-Jan-23</b>	Quote#	MSD-012723-01
QUOTE REVISION:	<b>Orig</b>		
Proposal Prepared By:	<b>Rob G</b>		

Pricing Valid for 10 Days  
**Existing 24' x 80' Two Classroom Building NO Restrooms**

**I. Building Lease Options**

Operating Lease	36-month Operating Lease (rental)	<u>\$ 1,938</u>	Per Month
Operating Lease	48-month Operating Lease (rental)	<u>\$ 1,734</u>	Per Month

**No Federal, State, Local or Use Taxes Included**

**II. Delivery and Installation Charges (In addition to Purchase Price and Lease Rates quoted above)**

Delivery	Deliver modules to site.	<u>\$ 11,500</u>	Estimate
Installation	Set building on foundation, seal, trim, anchor and skirt	<u>\$ 17,213</u>	Estimate
Foundation	Provide engineered ABS PAD foundation on asphalt parking area Assume 2500 psf. [May require ROE approval]	<u>\$ 2,344</u>	Estimate
Steps, Decks & Ramps	Furnish and install ADA compliant Aluminum Deck/Ramp at one entrance and steps to grade at secondary entrances. Assumes 30" finish floor height above grade. Cost may change based on site grade. Concrete support/landings/sidewalks BY OTHERS	<u>\$ 4,375</u>	Estimate
Architectural & Engineering for Permit support	Permits by OTHERS, Vesta will provide permit support with shop drawings State of IL Architectural sealed building & foundation design. Soil testing if required by OTHERS	<u>\$ 875</u>	Estimate

**III. Dismantle and Return Delivery**

Teardown	Dismantle building, install shipping walls and seal, remove anchors and skirting, remove steps, decks & ramp. Includes utility connections and return transport to storage.	<u>TBD</u>	Lump Sum
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**V. Other Work Required**

Low Voltage	Install low voltage devices (PA, CATV, telephone, data, etc.)	<u>By Others</u>
Site Work	Excavation, grading, landscaping. Any necessary flatwork or asphalt.	<u>By Others</u>
Plumbing	Make sewer & water connections and heat trace exposed pipe in crawl space.	<u>By Others</u>
Electrical	Make electrical connections to building and provide Main Distribution Panel.	<u>By Others</u>
Fire Alarm	Design and installation of fire alarm system.	<u>By Others</u>
Performance Bond	Performance and Payment Bond	<u>By Others</u>
Storm	Storm Design and Detention if required are not included in Vestas scope	<u>By Others</u>
Zoning	Zoning submittals, reviews, meetings are not included in Vestas scope	<u>By Others</u>
SAC & WAC Fees	Sewer Availability Charge & Water Availability Charge	<u>By Others</u>

***This information is proprietary to Vesta Modular, Inc. (Vesta) and may not be shared with any third party without the express written consent of Vesta. No Federal, State, Local or Use Taxes Included Non-Union Non-Prevailing Wage***

Notes: *Estimates are budget based on professional opinion prior to a final design and conclusions of scope of work and may change and final cost based on cost plus.*

*The contract price for this project will be calculated based on the current prices for the component building materials and services. However, the market for the building materials is considered to be volatile, and sudden price increases could occur. VESTA will agree to use reasonable efforts to obtain the lowest possible prices from available vendors, but should there be an increase in the prices for services, materials, supplies and/or components that are purchased after execution of the Agreement for use in this project, the Buyer agrees to pay that cost increase to the Seller. Any claim by the Seller for payment of a cost increase, as provided above, shall require written notice delivered by the Seller to the Buyer stating the increased cost.*

*VESTA shall not be held liable for any impacts, delays, labor overruns, material overruns and/or cost overruns related to its work stemming from the current flu epidemic, and/or COVID-19 (Coronavirus epidemic) as defined by the United States Centers for Disease Control and Prevention. VESTA shall further be entitled to a change order for any and all time and costs associated with said epidemic(s).*



### Insurance for Rented Equipment and the Damage Waiver Option

As the lessee, you bear the entire risk of loss or damage to the rented equipment and its contents from any and every cause. In the event of loss or damage, you will be responsible for either repairing or replacing the equipment, or paying VESTA the covered value of the equipment. No loss or damage shall relieve you of your financial obligations under the terms of your Lease, and any outstanding rent or fees will still be due in full.

**You will be charged for the Damage Waiver unless you provide evidence of insurance prior to acceptance of the Equipment.** The Damage Waiver will be charged each month unless you decline the Damage Waiver in writing and you deliver a certificate of insurance from an insurance company acceptable to VESTA showing that you have the following coverages and endorsements:

1. Coverage for loss of or damage to Equipment for the retail value as determined by the Lessor's schedule of value of all equipment leased, and Lessor must be named as the loss payee.
2. Comprehensive general liability insurance insuring both Lessor and Lessee against loss. The general liability insurance amounts must be 1,000,000 per occurrence. VESTA must be named as an additional insured.
3. A waiver of Subrogation in favor of VESTA for with respect to the general liability policy and coverage must be primary and non-contributory.

**The Damage Waiver is NOT an insurance policy and does NOT cover your contents.** The equipment damage waiver relieves you of your financial responsibility to VESTA in excess of \$1,000 for ground level offices, mobile offices, and modular buildings in the event that the leased equipment is lost or damaged due to theft or act of God only.

**Losses and Damage Not Covered by the Damage Waiver.** VESTA will not waive your liability under, but not limited to, the following circumstances:

1. Use or operation of the Equipment in a manner prohibited by or in breach of the rental agreement.
2. The unauthorized use or negligent or willful act of you, your employees or agents, improper use of the Equipment, overloading or improper load distribution, lack of maintenance or neglect of the Equipment.
3. Theft or loss of, or damage to, any Equipment contents.
4. Delivery, pickup or movement of Equipment.
5. Damage or loss to third parties.
6. Damage to a unit's components or fixtures, including, without limitation, shelves, racks, cabinets, floor covering, window coverings, lights, HVAC, etc.
7. Vandalism or malicious mischief, including graffiti.
8. Damage caused by any third party not expressly covered under the Damage Waiver, not representing VESTA or you, including graffiti.

Asset Description

Damage Waiver Fee

24'x 80' Mod Classroom

Total Property Replacement Value: \$ 200,000

\$ 125 per month

Please choose only ONE:

Agree to provide Insurance Certificate

OR

Accept Damage Waiver fee of \$125 per month

Lessee: Mahomet-Seymour Community Unit School District No. 3

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

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

Name (Printed): \_\_\_\_\_

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



**BOARD OF EDUCATION  
MAHOMET-SEYMOUR COMMUNITY UNIT SCHOOL DISTRICT NO.3  
Mahomet, Illinois**

Agenda Item No.: 8.B.  
Date: February 28, 2023  
Presented by: Ms. Heather Smith

**ACTION**

TOPIC:

Recommendation to approve a 3-year lease for a modular building to be modified into one classroom with no restrooms (24' x 60') for Mahomet-Seymour Lincoln Trail.

Site Work-	\$ 72,972 (estimate)
Lease-\$1,813 per month for 36 months-	\$ 65,268
Delivery and setup-	\$ 58,660
Technology-	\$ 7,383
Modification of Multi-Purpose Room to Gym-	<u>\$ 60,000 (estimate)</u>
Total Estimate	\$264,283

- Instructional equipment is not included above (ex. Smartboards)

BACKGROUND INFORMATION:

Lincoln Trail Elementary is running out of space. If the PE waiver is not utilized for next year, we will need space for an additional PE class. This will enable us to use both the gym and the multi-purpose room for PE and move other instructional activities to the portable.

SUPERINTENDENT'S RECOMMENDATION:

The superintendent recommends approval to proceed with securing the modular classroom and the accompanying tasks listed above to ensure that the building is ready for students in the Fall of 2023

If the BOE is apprehensive about the price of doing such, we have an alternative that would limit space, yet still provide the required physical education minutes that is less expensive.

We also still have the option of utilizing the waiver.



The provisions of this Schedule dated February 28, 2023 are subject to the terms and conditions of the Master Lease Agreement # RG0422MCU dated April 22, 2022 by and between Vesta Housing Solutions, LLC, 1000 Town Center, Suite 975, Southfield, MI 48075 ("Lessor"), and Mahomet-Seymour Community Unit School District No. 3 ("Lessee"), located at 1301 S. Bulldog Dr. Mahomet, IL 61853 collectively referred to as the "parties" in the Master Lease Agreement and/or Schedule(s). Pursuant to terms of and in accordance with the Master Lease Agreement, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described more particularly below for the consideration set forth below:

**MODULAR BUILDING DETAILS:**

Quantity One (1)  
Type Two (2) Classroom Modular Building with no restrooms  
Size 24' x 60'  
Serial Numbers M705a

**DESCRIPTION / LOCATION:**

Name Mahomet-Seymour Lincoln Trail Elementary  
Full Address 102 E State St  
Mahomet IL 61853

**LEASE DETAILS:**

Commencement Date The earlier of the date of Lessor's substantial completion of its scope of work for the modular building(s) or the date the building(s) is/are ready for shipment. The ready for shipment date will only be used when there is a delay in acceptance that is not attributable to the Lessor.  
Term (consecutive months from commencement date) 36 Months  
Monthly Lease Payment\* \$1,813  
Total Lease Payments (for entire term) \$65,268  
Date of First Payment Commencement Date

\* Does not include state, local or other taxes, licensing, maintenance or other applicable charges which are added to the monthly lease payment and are Lessee's responsibility. Internal Note: SAF Waived

**OTHER DETAILS:**

Delivery & Sitework Costs \$58,660  
Delivery & Sitework Payment Details 50% due upon execution; Remaining balance due upon Lessor's completion of its scope of work  
Dismantle & Return Costs Cost plus 15% determined at the time of return  
Dismantle & Return Payment Details Paid in accordance with the terms of the MLA

**IN WITNESS WHEREOF**, the parties hereto have caused this Schedule to be duly executed on the date set forth below by their authorized representatives. Upon execution, this Schedule becomes incorporated by reference to the Master Lease Agreement and is subject to all of the terms, conditions, and/or provisions set forth therein.

(Check if applicable)

Further, Lessee acknowledges the Proposal attached to this Schedule and initialed by Lessee applies to this individual Schedule only. These documents do not apply to any other existing or future Schedules.

Lessor: **Vesta Housing Solutions, LLC**

Lessee: **Mahomet-Seymour Community Unit School District No. 3**

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

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

Name (Printed): Daniel McMurtrie

Name (Printed): \_\_\_\_\_

Title: Chief Executive Officer

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

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

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



**BUDGETARY PRICING FOR MODULAR BUILDING**

CUSTOMER:	<b>Mahomet CUSD 3 - Lincoln Trail</b>		
PROJECT:	<b>Swing Space</b>		
LOCATION:	<b>Mahomet, IL</b>		
DATE:	<b>27-Jan-23</b>	Quote#	MSD-012723-02
QUOTE REVISION:	<b>Orig</b>		
Proposal Prepared By:	<b>Rob G</b>		

Pricing Valid for 10 Days

**Existing 24' x 60' One Classroom Building NO Restrooms**

**I. Building Lease Options**

Operating Lease	36-month Operating Lease (rental)	<u>\$ 1,813</u>	Per Month
Operating Lease	48-month Operating Lease (rental)	<u>\$ 1,622</u>	Per Month

**No Federal, State, Local or Use Taxes Included**

**II. Delivery and Installation Charges (In addition to Purchase Price and Lease Rates quoted above)**

Delivery	Deliver modules to site.	<u>\$ 7,125</u>	Estimate
Installation	Set building on foundation, seal, trim, anchor and skirt	<u>\$ 15,963</u>	Estimate
Foundation	Provide engineered ABS PAD foundation on asphalt parking area Assume 2500 psf. [May require ROE approval]	<u>\$ 2,031</u>	Estimate
Steps, Decks & Ramps	Furnish and install ADA compliant Aluminum Deck/Ramp at one entrance and steps to grade at secondary entrances. Assumes 30" finish floor height above grade. Cost may change based on site grade. Concrete support/landings/sidewalks BY OTHERS	<u>\$ 4,375</u>	Estimate
Architectural & Engineering for Permit support	Permits by OTHERS, Vesta will provide permit support with shop drawings State of IL Architectural sealed building & foundation design. Soil testing if required by OTHERS	<u>\$ 875</u>	Estimate

**III. Dismantle and Return Delivery**

Teardown	Dismantle building, install shipping walls and seal, remove anchors and skirting, remove steps, decks & ramp. Includes utility connections and return transport to storage.	<u>TBD</u>	Lump Sum
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**V. Other Work Required**

Low Voltage	Install low voltage devices (PA, CATV, telephone, data, etc.)	<u>By Others</u>
Site Work	Excavation, grading, landscaping. Any necessary flatwork or asphalt.	<u>By Others</u>
Plumbing	Make sewer & water connections and heat trace exposed pipe in crawl space.	<u>By Others</u>
Electrical	Make electrical connections to building and provide Main Distribution Panel.	<u>By Others</u>
Fire Alarm	Design and installation of fire alarm system.	<u>By Others</u>
Performance Bond	Performance and Payment Bond	<u>By Others</u>
Storm	Storm Design and Detention if required are not included in Vestas scope	<u>By Others</u>
Zoning	Zoning submittals, reviews, meetings are not included in Vestas scope	<u>By Others</u>
SAC & WAC Fees	Sewer Availability Charge & Water Availability Charge	<u>By Others</u>

***This information is proprietary to Vesta Modular, Inc. (Vesta) and may not be shared with any third party without the express written consent of Vesta. No Federal, State, Local or Use Taxes Included Non-Union Non-Prevailing Wage***

Notes: *Estimates are budget based on professional opinion prior to a final design and conclusions of scope of work and may change and final cost based on cost plus.*

*The contract price for this project will be calculated based on the current prices for the component building materials and services. However, the market for the building materials is considered to be volatile, and sudden price increases could occur. VESTA will agree to use reasonable efforts to obtain the lowest possible prices from available vendors, but should there be an increase in the prices for services, materials, supplies and/or components that are purchased after execution of the Agreement for use in this project, the Buyer agrees to pay that cost increase to the Seller. Any claim by the Seller for payment of a cost increase, as provided above, shall require written notice delivered by the Seller to the Buyer stating the increased cost.*

*VESTA shall not be held liable for any impacts, delays, labor overruns, material overruns and/or cost overruns related to its work stemming from the current flu epidemic, and/or COVID-19 (Coronavirus epidemic) as defined by the United States Centers for Disease Control and Prevention. VESTA shall further be entitled to a change order for any and all time and costs associated with said epidemic(s).*



### Insurance for Rented Equipment and the Damage Waiver Option

As the lessee, you bear the entire risk of loss or damage to the rented equipment and its contents from any and every cause. In the event of loss or damage, you will be responsible for either repairing or replacing the equipment, or paying VESTA the covered value of the equipment. No loss or damage shall relieve you of your financial obligations under the terms of your Lease, and any outstanding rent or fees will still be due in full.

**You will be charged for the Damage Waiver unless you provide evidence of insurance prior to acceptance of the Equipment.** The Damage Waiver will be charged each month unless you decline the Damage Waiver in writing and you deliver a certificate of insurance from an insurance company acceptable to VESTA showing that you have the following coverages and endorsements:

1. Coverage for loss of or damage to Equipment for the retail value as determined by the Lessor's schedule of value of all equipment leased, and Lessor must be named as the loss payee.
2. Comprehensive general liability insurance insuring both Lessor and Lessee against loss. The general liability insurance amounts must be 1,000,000 per occurrence. VESTA must be named as an additional insured.
3. A waiver of Subrogation in favor of VESTA for with respect to the general liability policy and coverage must be primary and non-contributory.

**The Damage Waiver is NOT an insurance policy and does NOT cover your contents.** The equipment damage waiver relieves you of your financial responsibility to VESTA in excess of \$1,000 for ground level offices, mobile offices, and modular buildings in the event that the leased equipment is lost or damaged due to theft or act of God only.

**Losses and Damage Not Covered by the Damage Waiver.** VESTA will not waive your liability under, but not limited to, the following circumstances:

1. Use or operation of the Equipment in a manner prohibited by or in breach of the rental agreement.
2. The unauthorized use or negligent or willful act of you, your employees or agents, improper use of the Equipment, overloading or improper load distribution, lack of maintenance or neglect of the Equipment.
3. Theft or loss of, or damage to, any Equipment contents.
4. Delivery, pickup or movement of Equipment.
5. Damage or loss to third parties.
6. Damage to a unit's components or fixtures, including, without limitation, shelves, racks, cabinets, floor covering, window coverings, lights, HVAC, etc.
7. Vandalism or malicious mischief, including graffiti.
8. Damage caused by any third party not expressly covered under the Damage Waiver, not representing VESTA or you, including graffiti.

Asset Description

Damage Waiver Fee

24'x 60' Mod Classroom

Total Property Replacement Value: \$ 165,000

\$ 105 per month

Please choose only ONE:

Agree to provide Insurance Certificate

OR

Accept Damage Waiver fee of \$105 per month

Lessee: Mahomet-Seymour Community Unit School District No. 3

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

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

Name (Printed): \_\_\_\_\_

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