

**MEMORANDUM OF AGREEMENT AMONG  
THE UNITED STATES DEPARTMENT OF EDUCATION  
AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING HILLSBORO HIGH SCHOOL, 522 EAST TREMONT, HILLSBORO,  
ILLINOIS  
(SHPO LOG #008060723)**

**WHEREAS**, Hillsboro Community School District No. 3 (“District”) plans to undertake construction of approximately 72,000 square feet of additions to Hillsboro High School at 522 East Tremont in Hillsboro, Illinois (“Building”); and

**WHEREAS**, the U.S. Department of Education (“ED”) provided financial assistance to the Illinois State Board of Education (“ISBE”) through the Elementary and Secondary School Emergency Relief (ESSER) Fund, including the American Rescue Plan ESSER (ARP ESSER) program, which the District proposed to use for partial funding of the project. This Federal funding that may be used for construction makes the project an Undertaking subject to review under Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108, and its implementing regulations (36 CFR Part 800) (“Act”); and

**WHEREAS**, ED has authorized ISBE to act on its behalf when complying with certain requirements of Section 106 pursuant to 36 CFR § 800.2(c)(4) including initiation of consultation, identification and evaluation of historic properties, and assessment of effects; and

**WHEREAS**, the ISBE in consultation with the District has defined the Undertaking’s Area of Potential Effects (APE) as the entire 50,000 square feet of the existing 1920 main school building and the 1,246 square foot lobby of the existing Gymnasium Building that will be impacted for the creation of the additions; and

**WHEREAS**, the ISBE and the District have consulted the Illinois State Historic Preservation Office (“SHPO”), a Division of the Illinois Department of Natural Resources (“IDNR”), pursuant to the Act; and

**WHEREAS**, the SHPO currently resides within IDNR (“Office”), and the Director of IDNR is the duly designated State Historic Preservation Officer (“Officer”); and

**WHEREAS**, on September 26, 2023, the ED and ISBE determined in consultation with SHPO that the Building is eligible to be listed on the National Register of Historic Places (“NRHP”) under 1) Criterion A, from 1920 to 1973, in the areas of Education and Social History, with a local level of significance, specifically during the Works Progress Administration (WPA); and under 2) Criterion C, from 1920 to 1939 for Architecture, with a local level of significance for Classical Revival and Art Moderne styles; and

**WHEREAS**, the ED in consultation with ISBE and the District has determined that the Undertaking will have an adverse effect on the Building that is eligible for the NRHP and has

Hillsboro High School, 522 East Tremont, Hillsboro, Illinois MOA

further consulted with the SHPO, ISBE, the District (and other consulting parties, if applicable) on the development of this Memorandum of Agreement (Agreement) to resolve the adverse effects; and

**WHEREAS**, the District notified the public of the Undertaking and provided an opportunity to comment on the adverse effect in notices published in both the State Journal-Register and Belleville News-Democrat on August 9, 2023, with no comments received; and

**WHEREAS**, ED identified the following Indian tribes: Citizen Potawatomi Nation, Forest County Potawatomi Community, Kansas Kickapoo Tribe, Kickapoo Tribe of Oklahoma, Miami Tribe of Oklahoma, the Osage Nation, Peoria Tribe of Indians of Oklahoma, Prairie Band Potawatomi Nation, and the Pokagon Band of Potawatomi Indians who may have an interest in the project area and invited them to participate in consultation by letter dated April 4, 2024. The following three Tribes (the Concurring Parties), Forest County Potawatomi Community, Prairie Band Potawatomi Nation, and the Peoria Tribe of Indians of Oklahoma responded that they wished to be involved in the consultation and have been added to the MOA as concurring parties; and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1) and 36 CFR § 800.10(b), ED has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect determination, and on August 1, 2024, the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii);

**WHEREAS**, ISBE is ED's grantee recipient of funding and ISBE is responsible for working with the District, ISBE's funding subgrantee to help ensure the effects of Federal fund undertakings on historic properties are considered. Pursuant to ED regulations at 34 CFR 76.600(b) and (c) that authorize State formula grantees to perform some of the functions of the Department with respect to the preservation of historic sites and provide and report to the Department relevant information on a subgrantee's proposed project as it may relate to Historic Preservation requirements. ED has invited ISBE to execute this Agreement as an Invited Signatory; and

**WHEREAS**, the District will be directly overseeing the construction and will be responsible for carrying out commitments in this Agreement and ED has invited the District to sign this Agreement as an Invited Signatory; and

**NOW, THEREFORE**, ED and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in this Agreement in order to mitigate the adverse effects of this Undertaking to the NRHP-eligible properties.

## **STIPULATIONS**

ED, with assistance from ISBE and the District, shall ensure that the following measures are carried out:

### **I. MITIGATION**

The District agrees to carry out the following mitigation measures:

Hillsboro High School, 522 East Tremont, Hillsboro, Illinois MOA

- A. The District Superintendent will direct the principal and teachers at Hillsboro High School (HHS) to assign students in photography and yearbook classes, under the supervision of the teachers, to acquire digital photos of the Building and Grounds, as described below, during the 2024-2025 academic school year.
1. External architecture: the original and current front entrances of Main building; the front entrance of the gym, library, and agriculture buildings
  2. Internal structures and features:
    - a) Main Hall
    - b) Cafeteria
    - c) Gym
- B. Under the direction teachers, students in HHS research classes will produce a historical narrative/timeline of the Main building and HHS during the 2024-2025 academic school year.
1. The timeframe will be from the beginning of use of the current Main Building to its present state.
  2. The narrative/timeline will involve major events in the history of the main building, including phases of usage, construction, and changes from the beginning of use to the present.
  3. The District will submit the draft digital photographs and narrative/timeline to the SHPO for a 30 day review and comment period. The District will ensure SHPO comments are addressed by HHS staff with student assistance and produce a draft final to SHPO for a 15 day review and comment period. Any final SHPO comments will be incorporated into a final document that will be posted on the HHS and District websites.
- C. The District will support HHS students and staff volunteers' efforts to host an Open House in which they will collect oral histories from HHS alumni to be incorporated into a digital journal.
- D. Students in HHS art classes will create stylized artistic renderings of the old building that will be scanned and presented in digital format and serve as the focal interest in the annual Art Show.
- E. Students in HHS industrial arts classes will construct a 3D scale model of the old building to be displayed in the new building.
- F. Upon completing I.A-E, the District shall display I.A-E on the school website and provide a digital link for and a digital archival record of final digital photography, narrative, oral histories, social media posts, and scanned images of art projects to the SHPO for display on the SHPO website.

## II. DURATION

This Agreement shall be effective upon execution by all Parties for five (5) years. Prior to such time, the District may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The District shall notify the signatories as to the course of action it will pursue.

## III. POST-REVIEW ENCOUNTERS AND UNANTICIPATED DISCOVERIES

A. If potential historic properties are encountered or unanticipated effects on historic properties are found during implementation of the Undertaking, the District shall immediately consult with ED who will notify SHPO, Concurring Parties, and other potentially interested parties and make reasonable efforts to avoid, further effects to such properties until the properties can be evaluated and effects assessed. If potential historic properties are discovered or unanticipated effects on historic properties are found, the signatories shall take all steps required by 36 C.F.R. § 800.13. In the event of any encounter of skeletal remains, whether within or outside the APE, the District must immediately stop work within 100 feet of the area and the procedures described in Paragraph B shall be followed.

B. If skeletal remains are encountered, whether within or outside the APE, the Project Archaeologist, as designated by the District, will notify the Coroner, State Burial Law Coordinator, SHPO, and Concurring Parties within 24 hours, or as soon as otherwise practicable, via email or telephone. ED in consultation with the District will engage a qualified consultant as appropriate who meets the Secretary of the Interior (SOI) professional qualification standards for their respective field. The consultant will comply with federal laws as well as consider the ACHP's Policy Statement on the Treatment of Burial Sites.

1. If it is immediately obvious that the skeletal remains found are non-human and are in association with cultural material, the procedures described in Paragraph A above shall be followed.

2. If the skeletal remains are found to be human, local law enforcement will investigate and contact the medical examiner. If the human remains are modern, the local law enforcement and/or medical examiner will assume responsibility. If it is determined that the remains are not modern or do not reflect a crime scene and/or the local law enforcement relinquish their jurisdiction over the remains, the District will consult with the SHPO, Concurring Parties, and other appropriate parties regarding additional steps to be followed.

3. If the human remains appear to be precontact *or* historic Native American, the District and its contractors will comply with the Native American Graves Protection and Repatriation Act (NAGPRA) for federal or tribal lands for all Native American human remains, funerary objects, sacred objects, and objects of cultural patrimony on a case-by-case basis, in accordance with 43 C.F.R. Part 10. An action plan will

be written for each case by the District in consultation with the Concurring Parties and other appropriate parties.

Measures to protect the human remains and any associated artifact(s) will remain in effect until mitigative actions are determined through District consultation with Concurring Parties and SHPO. The contractor will not resume work in the vicinity of the discovery until the District has granted clearance to do so.

#### IV. MONITORING AND REPORTING

Semi-annually by March 1, 2025, following the execution of this Agreement until it expires or is terminated, the District shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the ED's efforts to carry out the terms of this Agreement.

#### V. DISPUTE RESOLUTION

Should any signatory to this Agreement or any Concurring Party object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, ED shall consult with the signatories and Concurring Parties to resolve the objection. If ED is unable to resolve the dispute, ED shall:

- A. Forward all documentation relevant to the dispute, including any timely advice or comments regarding the dispute from the signatories and Concurring Parties and the ED's proposed resolution, to the ACHP. The ACHP shall provide ED with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the ED shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and Concurring Parties, and provide them with a copy of this written response. The District will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty- (30) day time period, ED may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, ED shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and Concurring Parties to the Agreement and provide them and the ACHP with a copy of such written response.
- C. The ED's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

## VI. AMENDMENTS

This Agreement may be amended when such an amendment is agreed to in writing by all signatories and Concurring Parties. The amendment will be effective on the date a copy is signed by all of the signatories and Concurring Parties.

## VII. TERMINATION

If any signatory to this Agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other signatories and Concurring Parties to attempt to develop an amendment per Stipulations V and VI above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

Once this Agreement is terminated, and prior to work continuing on the Undertaking, the ED must either (a) execute a Memorandum of Agreement pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. ED shall notify the signatories as to the course of action it will pursue.

## VIII. COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or .pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

## IX. DISTRIBUTION OF AGREEMENT

In order to meet the requirements of 36 CFR § 800.6(b)(1)(iv), upon the execution of this Agreement and prior to approving the Undertaking, ED must transmit to the ACHP the executed Agreement along with the documentation specified in Section 800.11(f).

EXECUTION of this Agreement by the United States Department of Education and the SHPO, and the implementation of its terms evidence that ED has afforded the ACHP an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING HILLSBORO HIGH SCHOOL, 522 EAST TREMONT, HILLSBORO,  
ILLINOIS  
(SHPO LOG #008060723)**

**SIGNATORY**

UNITED STATES DEPARTMENT OF EDUCATION

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

Laura Jimenez  
Director, Office of State and Grantee Relations  
Office of Elementary and Secondary Education



**MEMORANDUM OF AGREEMENT AMONG  
THE UNITED STATES DEPARTMENT OF EDUCATION, THE ILLINOIS STATE  
BOARD OF EDUCATION, HILLSBORO COMMUNITY SCHOOL DISTRICT NO. 3,  
AND THE  
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**INVITED SIGNATORY**  
ILLINOIS STATE BOARD OF EDUCATION

By: *Jennifer M. Saba* Date: \_\_\_\_\_  
Jennifer Saba  
Chief Education Officer  
Illinois State Board of Education

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**INVITED SIGNATORY**

HILLSBORO COMMUNITY SCHOOL DISTRICT NO. 3

By:  \_\_\_\_\_ Date: 1/14/25 \_\_\_\_\_  
David Powell  
Superintendent  
Hillsboro Community School District No. 3

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**SIGNATORY**

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: \_\_\_\_\_  
Carey L. Mayer, AIA  
Deputy State Historic Preservation Officer  
Illinois Department of Natural Resources

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CONCURRING PARTY


PEORIA TRIBE OF INDIANS OF OKLAHOMA

By: Rosanna I. Dobbs Date: 01/13/25  
Chief Rosanna Dobbs  
Peoria Tribe of Indians of Oklahoma

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**CONCURRING PARTY**


FOREST COUNTY POTAWATOMI

By:  \_\_\_\_\_ Date: 2-20-25  
James Crawford  
Chairman  
Forest County Potawatomi Community

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**CONCURRING PARTY**

PRAIRIE BAND POTAWATOMI NATION

By:  Date: 1/13/25  
Raphael J Wahwassuck  
Tribal Council Member  
Tribal Historic Preservation Officer  
Prairie Band Potawatomi Nation