

#### DECATUR PUBLIC SCHOOL DISTRICT #61 BOARD OF EDUCATION AGENDA

Regular Meeting Keil Administration Building 101 W. Cerro Gordo Street Decatur, IL 62523 April 23, 2024 5:00 PM Open Session Closed Session Immediately Following 6:30 PM Open Session Reconvened

Legend: AI = Action Item DI = Discussion Item IO = Information Only

#### Strategic Plan Mission:

The mission of Decatur Public Schools, the destination district of our community, is to unlock students' unique and limitless potential to achieve their personal aspirations as fully prepared, contributing citizens in a global society through learning experiences distinguished by:

- commitment to the whole person resulting in student growth and confidence
- relevant, innovative, personalized academic pathways that promote passion and pride
- a learning environment that fosters curiosity and the thirst for achievement and discovery
- a culture of diversity, adaptability, and resilience
- meaningful and lasting relationships
- extraordinary school and community connections

#### The Board of Education Parameters that Guide Our Work:

- We will make decisions in the best interest of all students.
- We will treat all people with dignity and respect.
- We will seek input and collaboration throughout our diverse community.
- We will practice responsible stewardship of all our resources.

#### AI 1.0 CALL TO ORDER

#### **CALL FOR EXECUTIVE SESSION**

The Board of Education will meet in Closed Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, the purchase or lease of real property for use of the public body and collective negotiating matters between the Board and representatives of its employees.

Roll Call

- IO 2.0 PLEDGE OF ALLEGIANCE
- AI 3.0 APPROVAL OF AGENDA APRIL 23, 2024
- IO 4.0 DISTRICT HIGHLIGHT
  - Muffley Elementary School

#### IO 5.0 PUBLIC PARTICIPATION

- Identify oneself and be brief.
- Comments should be limited to 3 minutes.
- Any public comments submitted to the Board Secretary will be included in the record.

#### DI 6.0 BOARD COMMITTEE REPORTS

• Finance Committee Update

#### JUNIOR BOARD MEMBER'S REPORT

#### **BOARD DISCUSSION**

- Solar Panels
- Playground Installation Update

#### IO 7.0 REPORTS FROM ADMINISTRATION

- A. Update on Structural Analysis from Klingner and Associates
- B. District-Wide Assessment Update

#### AI 8.0 CONSENT ITEMS

- A. Minutes: Open/Closed Meetings April 09, 2024
- B. Financial Conditions Report
- C. Treasurer's Report
- D. Illinois Elementary School Association (IESA) Membership 2024-2025
- E. Illinois High School Association (IHSA) Memberships 2024-2025
  - Eisenhower High School
  - MacArthur High School
- F. Job Description:
  - a. Certified School Nurse PEL (Professional Educator License) (update)
- G. Lamar Digital Billboard Renewal
- H. Resolution Authorizing the Release of Surplus District Technology
- I. Renewal of Audit

#### AI 9.0 ROLL CALL ACTION ITEMS

- A. Personnel Action Items
- B. District Leadership Team Contracts
- C. Salary Increases for Non-Union Nurses and Outreach Employees
- D. Athletic Guides for Middle and High Schools
- E. Promethean Active Panel
- F. New Educator Professional Development with 1st Class Educator
- G. School Library Refresh for 11 (eleven) Schools (American Dreamer STEM Academy, Baum Elementary, Dennis Lab School, Franklin Grove Elementary, Hope Academy, Johns Hill Magnet School, Montessori Academy for Peace, Muffley Elementary, Parsons Elementary, South Shores Elementary and Stephen Decatur Middle School)
- H. E-Rate Network Equipment Purchase for Ellsworth Dansby Jr. Magnet School

#### **IO 10.0 ANNOUNCEMENTS**

The Board of Education and Administration sends condolences to the families of:

Riley Snyder, who passed away Wednesday, April 03, 2024. Mr. Snyder was a K-12 Art Teacher in Decatur Public Schools.

Beverly Heden, who passed away Saturday, April 06, 2024. Mrs. Heden was the mother of Laura Marino, 3<sup>rd</sup> grade Teacher at Johns Hill Magnet School, and mother-in-law of Dr. Jay Marino, Assistant Superintendent of Support Services.

Katherine D. Brown, who passed away Sunday, April 07, 2024. Mrs. Brown was a retired Special Education Teacher and an active substitute for Macon-Piatt Special Education District. She most recently taught at Robertson Charter School.

#### **IO 11.0 IMPORTANT DATES**

- April 26 DPS 61 Elementary Art Show
  - Madden Arts Center, 5:00 PM to 7:00 PM
  - 27 2024 MacArthur High School Prom
    - The Decatur Conference Center and Hotel from 7:00PM to 10:00PM
- May 03 DPS 61 Secondary Art Show
  - Madden Arts Center, 5:00 PM to 7:00 PM
  - 04 2024 Eisenhower High School Prom
    - The Decatur Club from 7:00PM to 10:00PM
  - 10 2024 DPS Retirement Celebration
    - The Decatur Club, Doors Open at 5:15 PM, Program Starts at 6:00 PM
  - 18 MHS Class of 2024 Graduation Ceremony
    - 11:00 AM, MHS Field (weather permitting)
  - 18 EHS Class of 2024 Graduation Ceremony
    - 2:00 PM, **EHS** Field (weather permitting)
  - 28 Last Day of School for 2023-2024 School Year
- June 18 Last Day of School for 2023-2024 School year for **Dennis Lab School Students**

#### **Additional Reminders & Upcoming Dates**

Please see the attached Multicultural flyer with upcoming dates. If any questions regarding the information, please contact Jeff Dase, Assistant Superintendent of Diversity, Equity & Inclusion at <a href="mailto:jdase@dps61.org">jdase@dps61.org</a> and/or 217 362-3013.

#### **NEXT MEETING**

The public portion of the next <u>regular</u> meeting of the Board of Education will be at 6:30 PM, Tuesday, May 14, 2024 at the Keil Administration Building.

#### AI 12.0 ADJOURNMENT



## Solar Program Review

Decatur Public Schools #61

Presenters: Becky Thompson & Aaron Raftery



## Our Process for Solar

Feasibility Studies

Oversee Competitive RFP process Assess Vendor Proposals Negotiate Contract Terms Observe Construction Process Energy Savings Verification

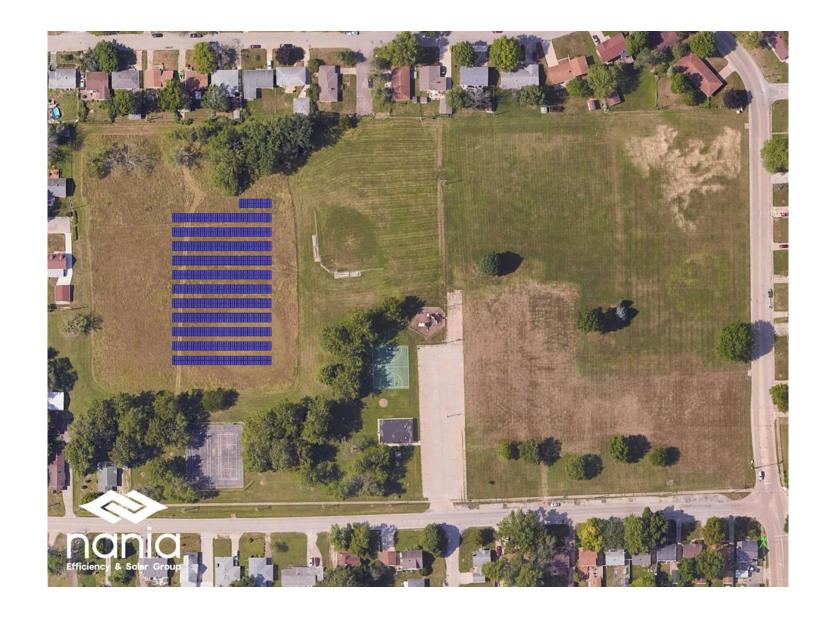


Solar Studies



## Dansby K-8 Magnet School

- System size:
  - ✓ 615 kW
- Annual production:✓ 851,501 kWh
- Annual offset:
  - **√** 100%



# Franklin Grove Elementary School

- System size:
  - ✓ 224 kW
- Annual production:
  - ✓ 312,076 kWh
- Annual offset:
  - **√** 100%



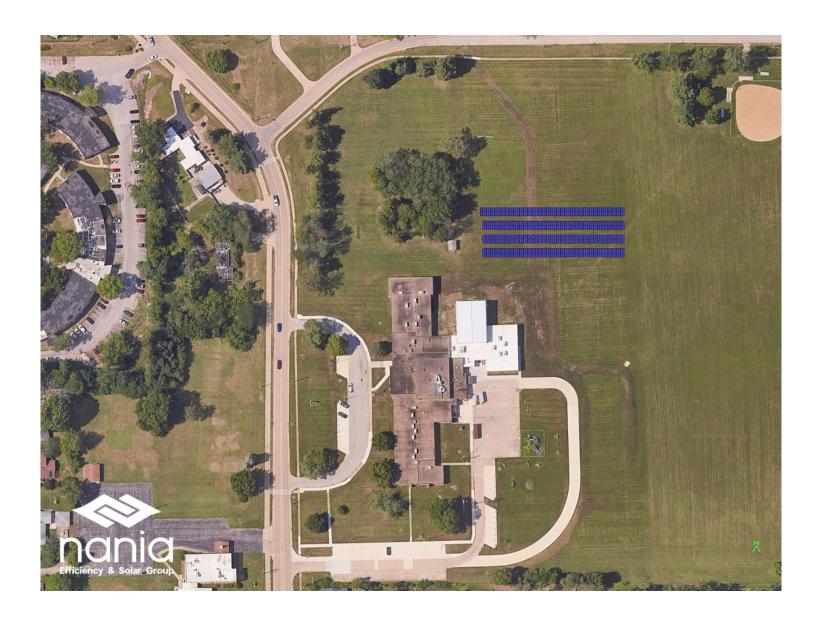
## Hope Academy

- System size:
  - ✓ 1,375 kW
- Annual production:√ 1,899,067 kWh
- Annual offset:✓ 100%



## Muffley Elementary School

- System size:
  - ✓ 327 kW
- Annual production: 453,850 kWh
- Annual offset:
  - 100%



# Stephen Decatur Middle School

- System size:
  - ✓ 2,444 kW
- Annual production:
  - ✓ 3,364,285 kWh
- Annual offset:
  - **√** 100%



## Eisenhower High School

- System size:
  - ✓ 2,181 kW
- Annual production:
  - ✓ 3,012,328 kWh
- Annual offset:
  - **√** 100%





Financial Summary



## Power Purchase Agreement (PPA)

- ✓ Solar installed at no cost or debt obligation to District
- ✓ District agrees to buy power from the systems at reduced rate
- ✓ Energy rate includes all program costs, including O&M
- ✓ Solar provider is responsible for incentives
- ✓ Energy production is responsibility of provider
- ✓ Long-term cost savings, without capital investment



## Power Purchase Agreement Financials

		Year 1 PPA Rate	Annual		Year 1	25 Year Net
	<b>Project Cost</b>	(\$/kWh)	<b>Escalator</b>	PPA Term (yrs)	Savings	Savings
Dansby K8	\$0	\$0.0574	0%	25	\$9,000	\$546,000
Franklin Grove	\$0	\$0.0574	0%	25	\$3,000	\$200,000
Hope Academy	\$0	\$0.0574	0%	25	\$19,000	\$1,218,000
Muffley	\$0	\$0.0574	0%	25	\$5,000	\$291,000
SDMS	\$0	\$0.0574	0%	25	\$34,000	\$2,157,000
Eisenhower	\$0	\$0.0574	0%	25	\$31,000	\$1,932,000
Totals	\$0	\$0.0574	0%	25	\$101,000	\$6,344,000



Project Wider Impact



### Environmental Benefits – Annual Project Equivalencies



17,717,000 miles driven by an average gas-powered passenger vehicle



7,742,000 pounds of coal burned



870 homes' electricity use for one year



340 garbage trucks of waste recycled instead of landfilled

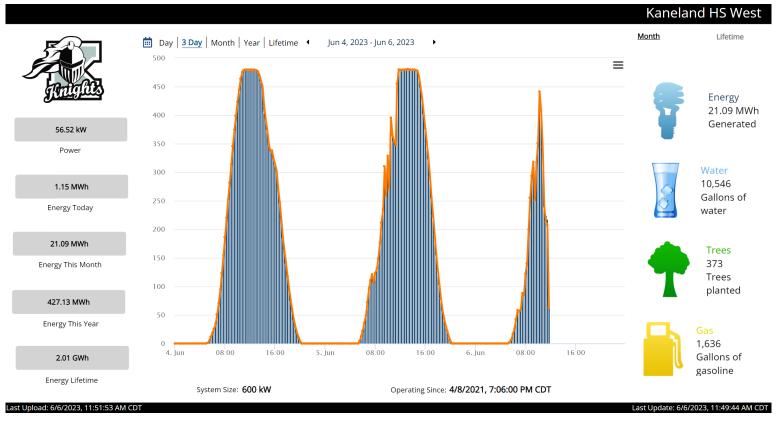


8,240 acres of US forests sequestering carbon for one year

## **Educational Opportunity for Students**







## Next Step: Competitive RFP

**Oversee** Negotiate Observe Assess Energy Feasibility Competitive Vendor Contract Construction Savings Studies Proposals Verification RFP process Terms Process

## **Project Timing**

- 1. RFP issued in April, proposals due June
- 2. Proposal evaluations & contract negotiation: July
- 3. Potential award: August
- 4. Permitting, Ameren & incentive pre-approval, equipment lead times: 6-7 month duration
- 5. Construction starts Spring and completes Summer 2025



Questions/Discussion



## DECATUR PUBLIC SCHOOL DISTRICT #61 STRUCTURAL EVALUATION REPORTS FOR:

- **#2. BAUM ELEMENTARY**
- **#8. MONTESSORI ACADEMY FOR PEACE**
- **#9. MUFFLEY ELEMENTARY**
- **#12. SOUTH SHORES ELEMENTARY**

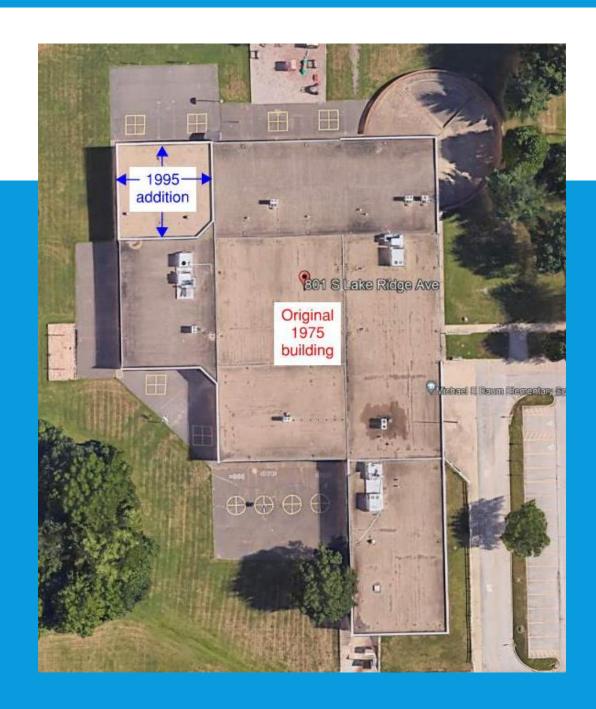




## 801 S. LAKE RIDGE AVE. DECATUR, IL 62521

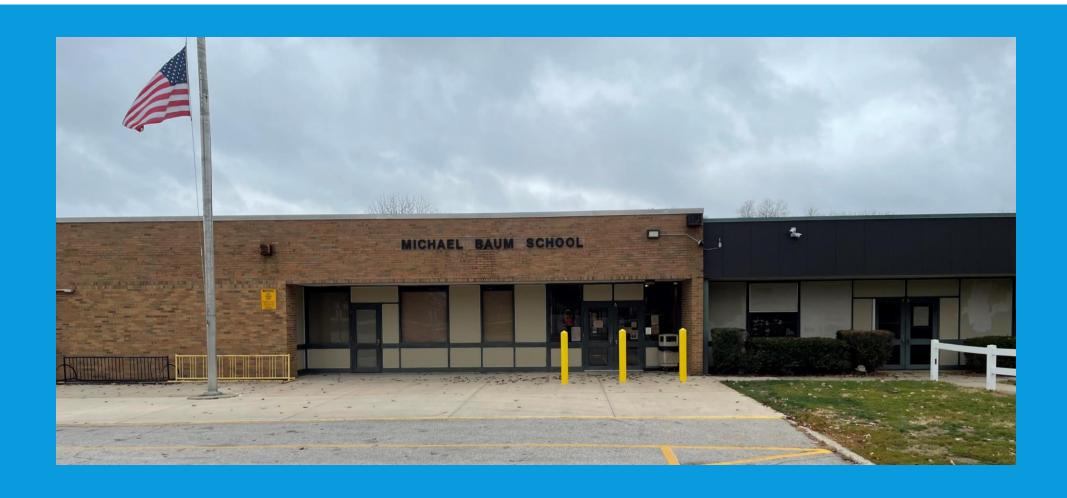














### **EXECUTIVE SUMMARY**

#### **HIGH PRIORITY RECOMMENDATIONS:**

- NONE

#### LOW PRIORITY RECOMMENDATIONS:

- BRICK VENEER TUCKPOINTING AND EXPANSION JOINT REPAIRS
- COURTYARD BRICK WALL TUCKPOINTING REPAIRS
- EXTERIOR WALL AND SOFFIT PAINTING REPAIRS
- ROOF BALLAST AND MEMBRANE REPAIRS
- INTERIOR MASONRY WALL TUCKPOINTING

















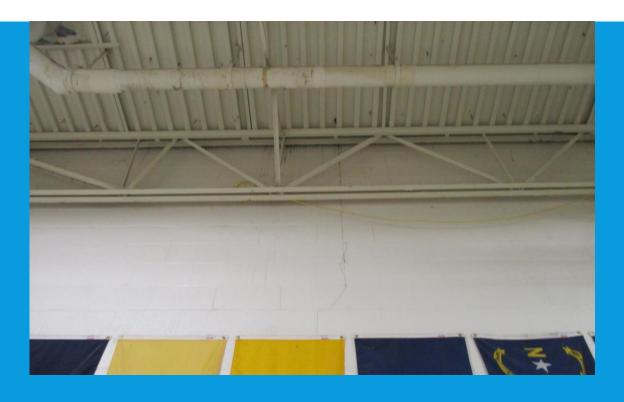










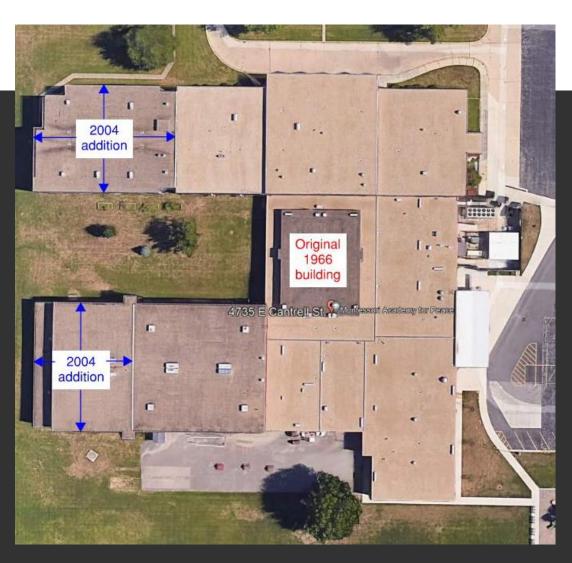




## 4735 E. CANTRELL ST. DECATUR, IL 62521

















#### **EXECUTIVE SUMMARY**

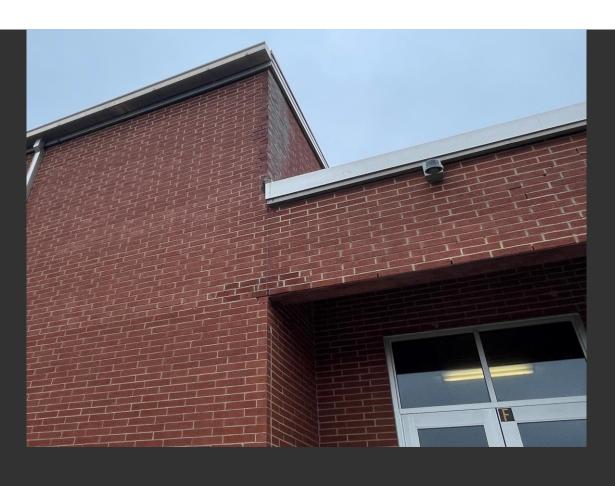
#### **HIGH PRIORITY RECOMMENDATIONS:**

- NONE

#### LOW PRIORITY RECOMMENDATIONS:

- BRICK VENEER TUCKPOINTING AND EXPANSION JOINT REPAIRS
- EXTERIOR WALL OPENING LINTEL REPAIRS
- EXPOSED STEEL PAINTING REPAIRS
- EXTERIOR WALL MISSING TRIM REPLACEMENT
- ROOF BALLAST AND MEMBRANE REPAIRS
- INTERIOR MASONRY WALLTUCKPOINTING





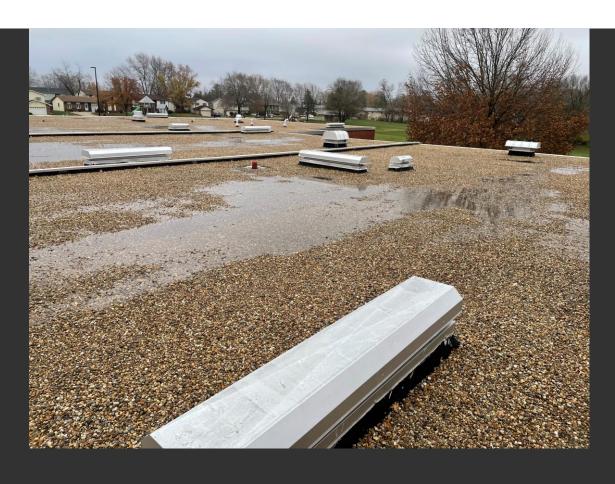








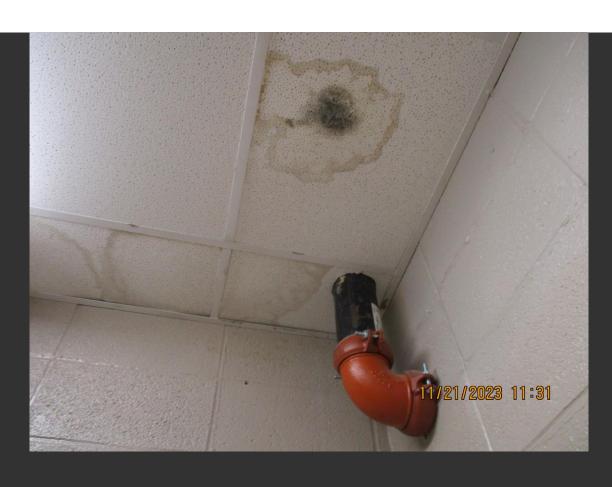


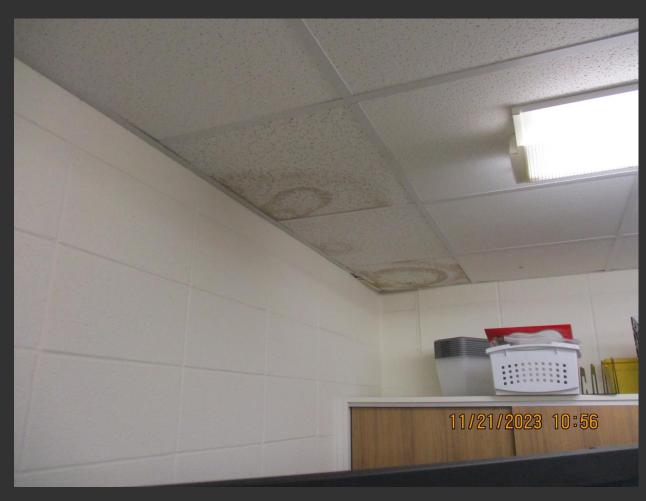




# 8. MONTESSORI ACADEMY FOR PEACE



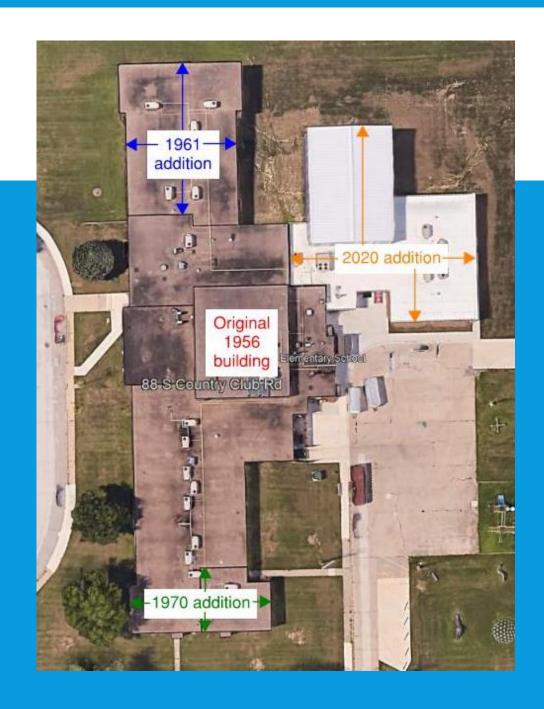




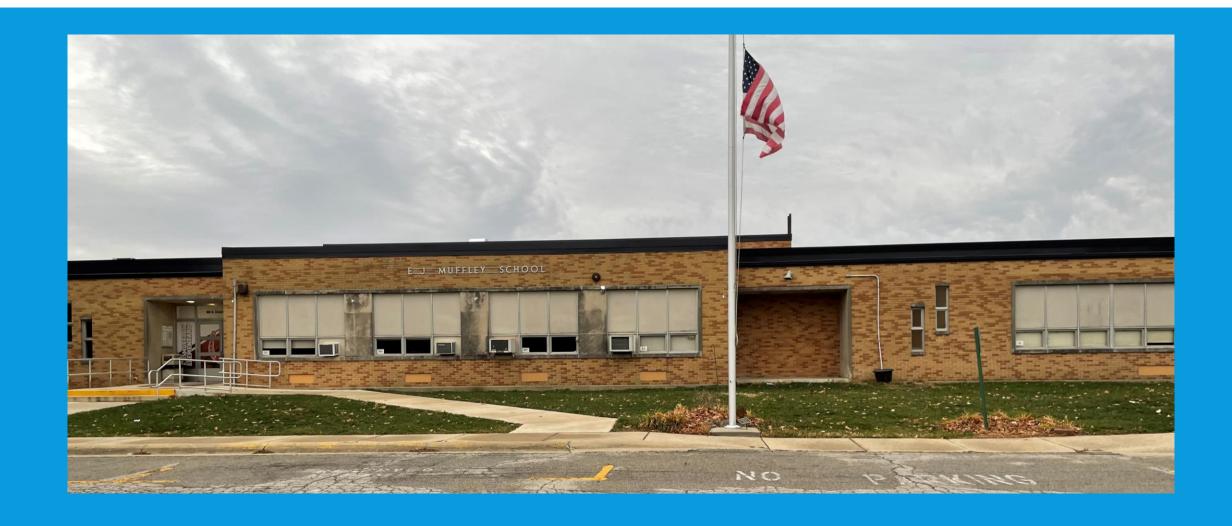
### 88 S. COUNTRY CLUB RD. DECATUR, IL 62521













### **EXECUTIVE SUMMARY**

#### **HIGH PRIORITY RECOMMENDATIONS:**

- EXTERIOR RETAINING WALL REPAIRS

#### LOW PRIORITY RECOMMENDATIONS:

- BRICK VENEER TUCKPOINTING
- EXTERIOR WALL OPENING LINTEL REPAIRS
- ROOF LEAK AND CEILING WATER DAMAGE REPAIRS
- INTERIOR MASONRY WALL TUCKPOINTING











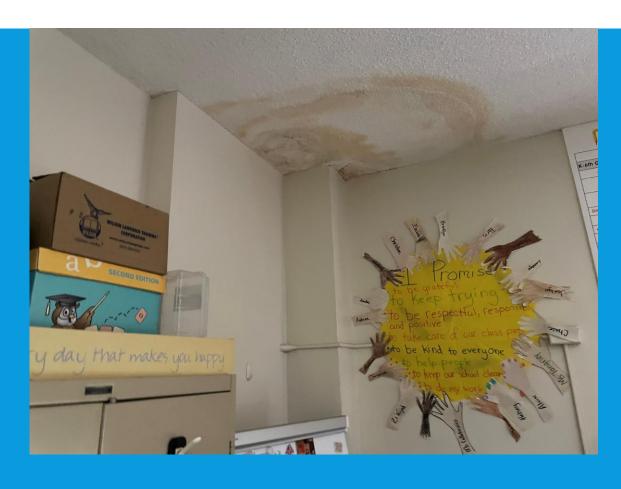






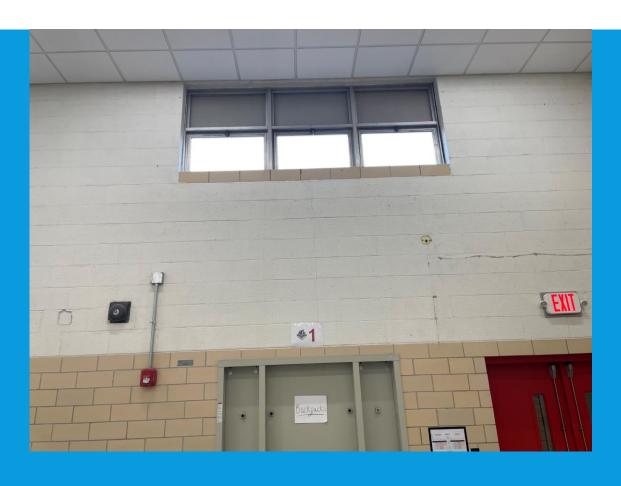








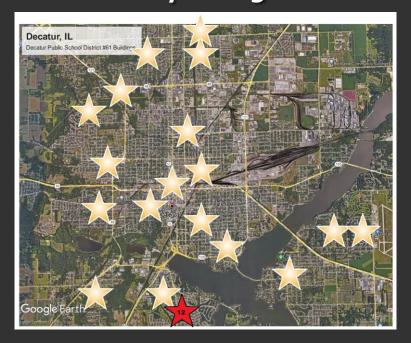




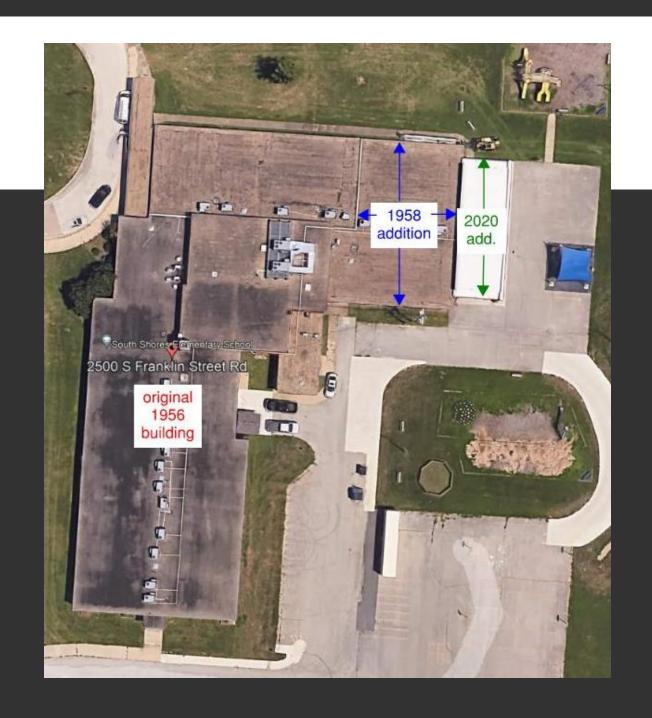


## 12. SOUTH SHORES ELEMENTARY

2500 S. FRANKLIN ST. RD. DECATUR, IL 62521

















### 12. SOUTH SHORES ELEMENTARY

#### **EXECUTIVE SUMMARY**

#### **HIGH PRIORITY RECOMMENDATIONS:**

- JOIST BEARING MASONRY REPAIR IN MULTIPURPOSE ROOM

#### LOW PRIORITY RECOMMENDATIONS:

- BRICK VENEER AND CHIMNEY TUCKPOINTING
- ROOF MEMBRANE REPAIRS
- INTERIOR MASONRY WALLTUCKPOINTING
- INTERIOR FLOOR TILE ABATEMENT AND REPLACEMENT



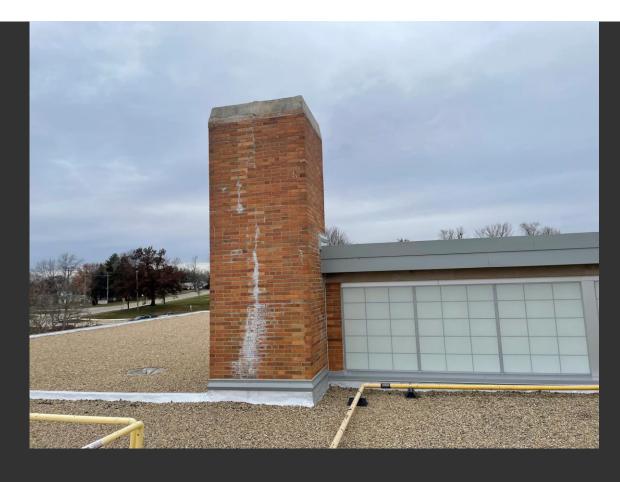








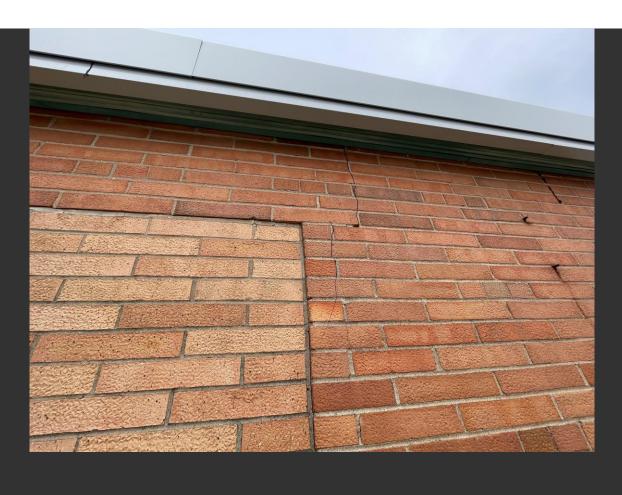








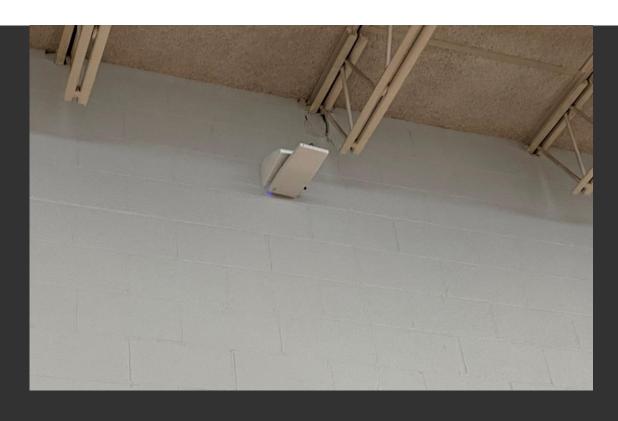


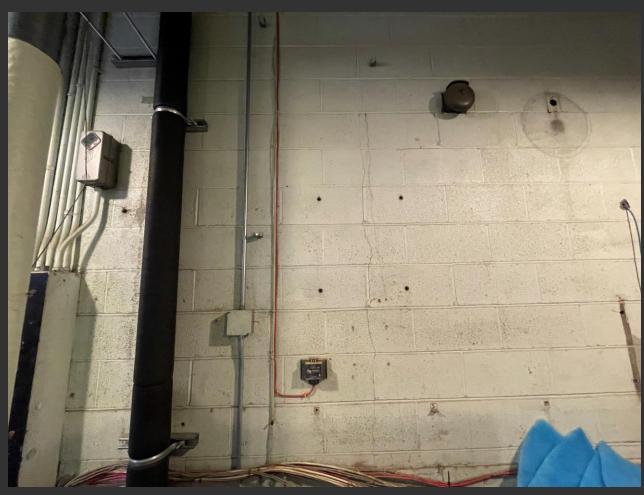






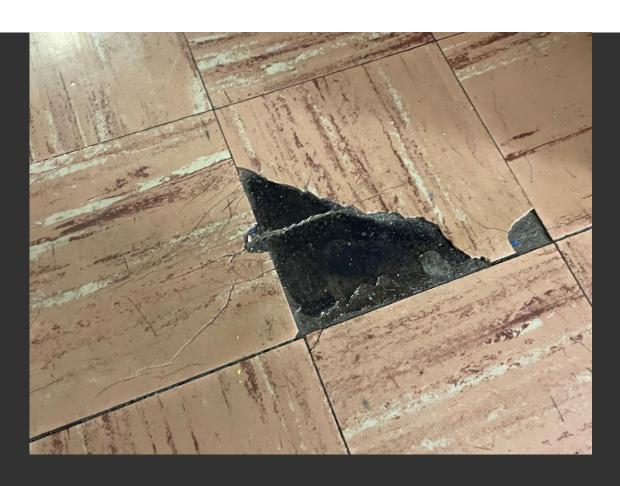






### 12. SOUTH SHORES ELEMENTARY







### DECATUR PUBLIC SCHOOL DISTRICT #61 STRUCTURAL EVALUATION REPORTS

### **QUESTIONS?**





# Assessment Update 2023-2024

Board of Education Meeting April 23, 2024 Dr. Larry Gray, Assistant Superintendent of Teaching & Learning

# District and State Assessment Overview

District Assessments

### Administered 3 times per year- Fall, Winter, Spring

### **FastBridge**-Grades- PK-11

- -Universal Screener for
- English Language Arts and Math
- -Data used to monitor student growth and to
- inform instruction-Helps determineappropriate targetedsupports

- **Writing Assessment**
- -Grades- 2-8
- of mechanics and conventions which includes paragraphing, grammar,

usage, punctuation, and

-Measures student mastery

- spelling
  -3 year rollout process-
- 23/24 is year 2
- -Helps determine focus for writing instruction

3

Windows for 23-24: Fall-Aug 23-Sept 15

Winter- Nov 29-Dec 21

Spring-April 29-May 17

Windows for 23-24: IAR- March 4-April 19 ISA- March 1- April 30

#### **State Assessments**

#### Administered 1 time per year-Spring

### Illinois Assessment of Readiness (IAR)

- -Grades- 3-8
- -State assessment and accountability measure
- -Assesses grade level standards for English Language Arts and Math

### Illinois Science Assessment (ISA)

- -Grades- 5,8,11
- -State assessment and accountability measure
- -Assesses grade level standards for Science

Windows for 23-24: Fall-Oct 2-31 Spring- March 18-April 26

#### **State Assessments**

#### Administered 2 times per year

### PSAT 8/9, PSAT/NMSQT (Fall)

- -Grades- 9-11
- -Practice opportunity for Spring testing
- -Data provided to inform instruction and provides targeted practice to improve score
- NMSQT- National Merit Scholarship Qualifying Test

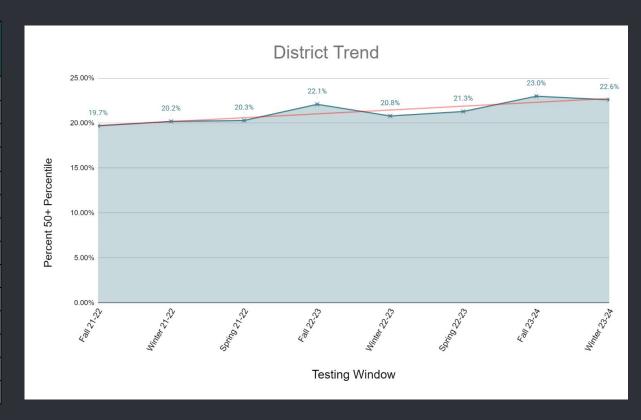
### PSAT 8/9, PSAT 10, SAT (Spring)

- -Grades- 9-11
- -State assessment and accountability measure
- -Assesses standards for English Language Arts and Math
- -Completion of the SAT with Essay is a graduation requirement

### **Assessment Data**

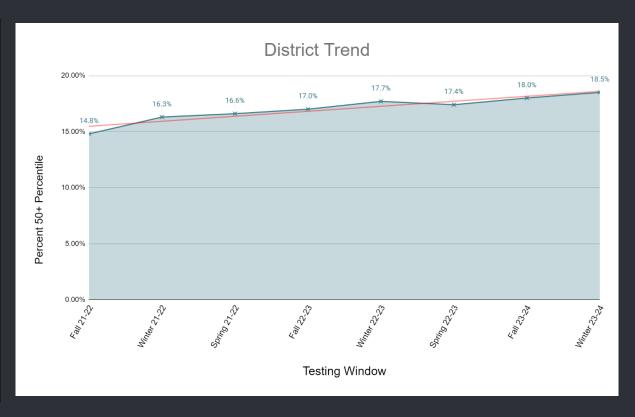
#### FastBridge- Reading

Grade	Fall 50+ Percentile 23-24	Winter 50+ Percentile 23-24
PreK	67.9%	58.8%
Kindergarten	30.3%	27.3%
1st	20.8%	16.8%
2nd	17.3%	19.0%
3rd	20.6%	20.6%
4th	26.0%	24.4%
5th	16.4%	17.7%
6th	22.6%	24.6%
7th	21.4%	20.3%
8th	18.3%	19.4%
9th	24.6%	27.4%
10th	25.9%	24.5%
11th	28.9%	28.0%
District	23.0%	22.6%



### FastBridge- Math

Grade	Fall 50+ Percentile 23-24	Winter 50+ Percentile 23-24
PreK	71.7%	67.3%
Kindergarten	43.2%	43.4%
1st	34.8%	35.8%
2nd	14.0%	17.3%
3rd	16.6%	16.8%
4th	16.5%	17.9%
5th	12.5%	10.5%
6th	12.7%	12.2%
7th	7.9%	8.5%
8th	8.2%	8.4%
9th	9.8%	10.0%
10th	12.3%	15.3%
11th	15.1%	14.1%
District	18.0%	18.5%



#### Writing Assessment

Grade	Fall Average TWW	Winter Average TWW	Growth
2	-	13	n/a
3	15.8	21.5	5.7
4	28.2	31.9	3.7
5	28.2	34	5.8
6	35.7	45.4	9.7
7	41.0	48.3	7.3
8	46.3	52.5	6.2

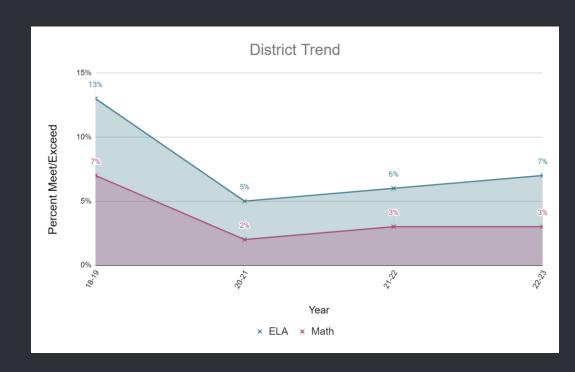
TWW- Total Words Written CSW- Correctly Spelled Words (added 23-24) \*2nd grade is not tested in the Fall

Grade	Fall Average CSW	Winter Average CSW	Growth
2	-	9.7	n/a
3	12.6	17.4	4.8
4	21.5	28.2	6.7
5	24.8	31	6.2
6	32.4	42.6	10.2
7	38.9	45.9	7
8	44.4	50.8	6.4

### Illinois Assessment of Readiness (IAR) Spring 22-23

Grade	Meet/Exceed ELA- 21-22	Meet/ Exceed ELA 22-23	Growth
3	3.8%	6.4%	+2.6%
4	6.5%	6.6%	+0.1%
5	6.7%	7.3%	+0.6%
6	5.2%	6.7%	+1.5%
7	5.5%	6.8%	+1.3%
8	6.2%	9.7%	+3.5%
District	5.7%	7.2%	+1.5%

Grade	Meet/Exceed Math 21-22	Meet/Excee d Math 22-23	Growth
3	4.8%	5.0%	+1.8%
4	3.0%	2.1%	-0.9%
5	1.8%	2.1%	+0.3%
6	2.5%	2.3%	-0.2%
7	2.7%	2.9%	+0.2%
8	2.8%	3.3%	+0.5%
District	2.9%	3.0%	+0.1%



### Illinois Science Assessment (ISA) Spring 22-23

Grade	Proficient/ Exemplary 21-22	Proficient/ Exemplary 22-23	Growth
5	19.4%	18.2%	-1.2%
8	18.3%	19.5%	+1.2%
11	29.8%	28.8%	-1.0%
District	21.6%	21.4%	-0.2%

### PSAT/SAT Fall-Spring 22-23

9th Grade	Met EBRW Fall PSAT 8/9	Met EBRW Spring PSAT 8/9	Met Math Fall PSAT 8/9	Met Math Spring PSAT 8/9
Eisenhower	23%	26%	7%	7%
MacArthur	27%	31%	11%	13%
District	25%	29%	9%	11%
State	48%	59%	32%	43%
10th Grade	Met EBRW Fall PSAT	Met EBRW Spring PSAT 10	Met Math Fall PSAT	Met Math Spring PSAT 10
10th Grade Eisenhower				
	PSAT	PSAT 10	PSAT	PSAT 10
Eisenhower	<b>PSAT</b> 27%	PSAT 10 33%	PSAT 5%	<b>PSAT 10</b> 7%

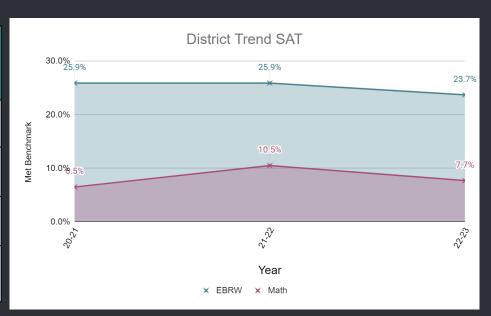
### PSAT/SAT Fall-Spring 22-23

11th Grade	Met EBRW Fall PSAT	Met EBRW Spring SAT	Met Math Fall PSAT	Met Math Spring SAT
Eisenhower	21%	24%	5%	8%
MacArthur	24%	24%	6%	8%
District	23%	24%	6%	8%
State	56%	51%	36%	31%

SAT Spring Essay Scores						
School/Group	Mean Reading Score 21-22	Mean Reading Score 22-23	Mean Analysis Score 21-22	Mean Analysis Score 22-23	Mean Writing Score 21-22	Mean Writing Score 22-23
Eisenhower	3	3	2	2	3	3
MacArthur	3	3	2	2	4	3
District	3	3	2	2	3	3
State	4	4	3	3	5	4
		*so	cale 2-8			

#### **SAT Trend**

Building	Met EBRW Spring 21-22	Met EBRW Spring 22-23	Met Math Spring 21-22	Met Math Spring 22-23
Eisenhower	22%	24%	9%	8%
MacArthur	29%	24%	12%	8%
District	26%	24%	11%	8%
State	52%	51%	32%	31%



### Highlights

#### Highlights

#### FastBridge- Reading

Building	Fall 50+ Percentile 23-24	Winter 50+ Percentile 23-24
American Dreamer	21.2%	25.4%
Baum	25.2%	29.9%
Parsons	19.1%	22.1%

#### FastBridge- Math

Building	Fall 50+ Percentile 23-24	Winter 50+ Percentile 23-24
Baum	25.3%	27.6%
Muffley	20.6%	24.6%
MacArthur	13.9%	15.5%

#### **Illinois Assessment of Readiness**

Building	Meet/Exceed ELA	Meet/Exceed Math
American Dreamer	5.6%	2.4%
Baum	5.0%	5.0%
Montessori	16.4%	6.2%
Parsons	5.9%	1.4%

### Highlights

### PSAT/SAT

Building	Grade	Content	Fall to Spring Growth
MacArthur	9th	ELA	4%
Eisenhower	10th	ELA	6%
MacArthur		Math	4%
Eisenhower	11th	ELA	3%

## Thank You!

Questions?

#### **DECATUR DISTRICT 61 BOARD OF EDUCATION REGULAR MEETING MINUTES**

DATE/TIME: April 09, 2024 4:30 PM

LOCATION: Keil Administration Building

101 W. Cerro Gordo Street

Decatur, IL 62523

PRESENT: Bill Clevenger, President Jason Dion, Vice President

> Alana Banks Mark Reynolds

Al Scheider

ABSENT: Kevin Collins-Brown and Will Wetzel

STAFF: Superintendent Dr. Rochelle Clark, Board Secretary Melissa Bradford, Attorney Luke

Feeney and others

President Clevenger called the meeting to order at 4:30 PM.

TOPIC DISCUSSION ACTION

Executive Session

Call for Closed President Clevenger called the meeting to order and moved into Closed Executive Session to conduct a student suspension review hearing, a student discipline/expulsion to Closed hearing, an employee discipline hearing and discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public Session at body, purchase or lease of real property for use of the public body and collective negotiating matters between the Board and representatives of its employees, seconded by Mr. Reynolds.

Board moved Executive 4:30 PM.

President Clevenger called for a Roll Call Vote: Aye: Dion, Scheider, Banks, Reynolds, Clevenger

Nay: None

Absent: Collins-Brown and Wetzel Roll Call Vote: 5 Aye, 0 Nay, 2 Absent

Returned to **Open Session**  President Clevenger moved to return to Open Session, seconded by Mr. Scheider. All were in favor.

**Open Session** at 6:06 PM.

Information

**Open Session** Continued

President Clevenger noted that the Board of Education had been in Closed Executive Session to conduct a student suspension review hearing, a student discipline/expulsion only. hearing, an employee discipline hearing and discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, purchase or lease of real property for use of the public body and collective negotiating matters between the Board and representatives of its employees. No action was taken during Closed Executive Session.

Pledge of **Allegiance**  President Clevenger led the Pledge of Allegiance.

TOPIC\_\_\_\_\_DISCUSSION\_\_\_\_\_ACTION\_\_\_

Approval of Agenda, April 09, 2024 Superintendent Clark recommended the Board of Education approve the April 09, 2024 Agenda was Open Session Board Meeting Agenda as presented.

Approved as presented.

Mr. Scheider moved to approve the recommendation, seconded by Ms. Banks. All were in favor.

#### District Highlights

Ashley Grayned, Executive Director of Innovative Programs and Strategic Planning, introduced and/or acknowledged the following District highlights:

Information only.

- 2024 Regional Champions!
  - Montessori Academy for Peace 8<sup>th</sup> Grade Girls' Volleyball Team
    - Principal Nate Tallent spoke and thanked the team and their parents for continued support. Two MAP students were also chosen to play in the "All Star Volleyball Tournament." One of the two students, Trinitee Sutton won "MVP" of the tournament and a donation for her school.
  - MacArthur High School Varsity Basketball Team Class 3A
    - Coach Bryson spoke and thanked the team. They finished the season with a 27-and-6 record. Stephen Tatum was "MVP" of the conference.
- Johns Hill Magnet School
  - Interim Principal Michelle Bonebrake and others presented and shared information (attached) regarding the arts integration:
    - Arts Integration is an approach to teaching and learning through which content standards are taught and assessed equitably in and through the arts.
    - Four annual activities were: Hispanic Heritage Month Assembly, Veteran's Day Assembly, Winter Arts Integration Day and Black History Month Arts Integration Day.
    - The "students became teachers" event helped build relationships and a sense of community between the middle school students and the primary students.

## Public Participation

President Clevenger noted that during Public Participation, the Board of Education asked for the following:

Information only.

- Identify oneself and be brief.
- Comments should be limited to 3 minutes.
- Any public comments submitted to the Board Secretary will be included in the record.

None at this time.

Junior Board Members

None at this time.

Information only.

TOPIC	CDISCUSSION	_ACTION	
Board Committee Reports	None at this time.		Information only.
Reports from Admins First Read: Athletic Guide Updates	Craig Bundy District Athletic Coordinator, presented information on the firs the 2024-2025 Athletics Review/Plan for 2024-2025 School Year (attached) Bundy noted the following specific adjustments were as follows:  • High School - removed the pay scale for game officials.  • The rates are agreed upon by the Central State 8 Conference each  • Five-year uniform rotation process with high school athletic uniforms  • None for middle and elementary.	. Mr.	Information only.
	<b>Next Steps:</b> The 2024-2025 Middle and High School Athletic Guides will be recommended for approval during the April 23, 2024 Board of Education me		
Board Discussion	None at this time.		Information only.
Update: Solar from Nania	Kent Metzger, Director of Buildings and Grounds, introduced Becky Thomp Aaron Raftery, Nania Energy Advisors, to present solar energy opportunities feasibility study (attached).		Information only.
	<ul> <li>If the Board of Education decided to move forward, the projected timeline we follows:</li> <li>RFP issued in April, proposals due in June.</li> <li>Proposal evaluation &amp; contract negotiation in July.</li> <li>Potential Award in August.</li> <li>Permitting, Ameren &amp; incentive pre-approval, equipment lead times – 6 duration.</li> <li>Construction starts Spring and completes Summer 2025.</li> <li>The next steps would be a Board discussion at a future Board meeting on if the authorize administration to move forward (RFPs) with the proposed location presentation from Nania during the April 09, 2024 Board of Education meeting</li> </ul>	to 7-month hey s, per the	
Update Structural Analysis	Kent Metzger, Director of Buildings and Grounds, Alan Lukens, Klingner & Associates, will present on the following five buildings (attached):  • American Dreamer STEM Academy  • Hope Academy  • Parsons Elementary  • Pershing Early Learning Center  • Stephen Decatur Middle School		Information only.

The series of presentations will continue for the next few Board meetings.

TOPIC DISCUSSION\_ ACTION\_\_

**Consent Items** Superintendent Clark recommended the Board of Education approve the Consent Items Motion carried. as presented, which included: **Consent Items** were approved

- A. Minutes: Open/Closed Meetings March 19, 2024
- B. Freedom of Information Report
- C. Move the Tuesday, July 09, 2024 Board of Education meeting to Tuesday, July 16, 2024
- D. Bills
- E. Job Description:
  - a. Community Engagement and Public Relations (new)

Vice President Dion moved to approve the recommendation, seconded by Ms. Banks.

Hearing no questions, President Clevenger called for a Roll Call Vote:

Aye: Banks, Scheider, Clevenger, Dion, Reynolds

Nay: None

Absent: Collins-Brown and Wetzel Roll Call Vote: 5 Aye, 0 Nay, 2 Absent

Vote on **Potential Student** Suspension **Review** 

Superintendent Clark recommended the Board of Education vacate the one-day Motion carried. suspension for student# 2324-2141 and remove the one-day suspension from student# St.# 2324-2141 2324-2141 record.

1-day suspension was approved to

as presented.

Vice President Dion moved to approve the recommendation, seconded by Ms. Banks remove from the

Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Clevenger, Dion, Reynolds, Scheider, Banks

student's record as presented.

Nay: None

Absent: Collins-Brown and Wetzel Roll Call Vote: 5 Aye, 0 Nay, 2 Absent

**Potential** Student 2324-0039 Expulsion

Superintendent Clark recommended the Board of Education "authorize the issuance of a decision in the expulsion case for Student #2324-0039 consistent with the findings from the Hearing Officer's Report, and that Student #2324-0039 be expelled 0039 was from the Decatur Public School District, all events, property and activities of the District for the REMAINDER of the 2023-2024 school year and ALL of the 2024-2025 school year through first semester of the 2025-2026 school year, with A stay for alternative education. Please note: Student #2324-0039 can return to the home school on the first day of the 2<sup>nd</sup> semester of the 2025-2026 school year. Parents will the 24-25 SY be notified of the first day of the 2<sup>nd</sup> semester of the 2025-2026 school year once the through 1<sup>st</sup> calendar for the 2025-2026 school year is approved.

Motion carried. Student 2324approved to be expelled for the remainder of the 23-24 SY, all of semester of the 25-26 SY as

presented.

Ms. Banks moved to approve the recommendation, seconded by Mr. Scheider.

Hearing no questions, President Clevenger called for a Roll Call Vote:

Aye: Scheider, Banks, Reynolds, Clevenger, Dion

Nay: None

Absent: Collins-Brown and Wetzel

TOPIC	DISCUSSIONA	ACTION
	Roll Call Vote: 5 Aye, 0 Nay, 2 Absent	
Consideration and Action on the Possible Suspension	Superintendent Clark recommended the Board of Education approve the One-da Suspension without Pay of Custodial Employee Shantia Ellezy, effective April 2024 as presented.	
without Pay of a Custodial Employee	Ms. Banks moved to approve the recommendation, seconded by Vice President Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Banks, Clevenger, Reynolds, Dion, Scheider Nay: None Absent: Collins-Brown and Wetzel Roll Call Vote: 5 Aye, 0 Nay, 2 Absent	<del>_</del>
Personnel Action Items	Superintendent Clark recommended the Board of Education approve the Person Action Items listed in the Memo from Monica Wilks, Director of Human Resour Deanne Hillman, Interim Director of Human Resources, and the Human Resources Department as presented.	irces, Personnel Action
	Mr. Reynolds moved to approve the recommendation, seconded by Ms. Banks.	1
	Mr. Reynolds asked for an update on vacancies. Mrs. Hillman replied, currently were 83 regular education/certified staff openings; approximately an 18% vacar rate. Generally, there are hires and resignations this time of year. There will be future update.	ncy
	Hearing no questions, President Clevenger called for a Roll Call Vote: Aye: Scheider, Banks, Clevenger, Reynolds, Dion Nay: None Absent: Collins-Brown and Wetzel Roll Call Vote: 5 Aye, 0 Nay, 2 Absent	
<b>Decatur Public</b>	Superintendent Clark recommended the Board of Education approve the <u>FINAL</u> Calendar (s) for Decatur Public School District 61 2023-2024 School Year as presented.	Motion carried.  FINAL  Calendar(s) for  Decatur Public
School District 61 2023-2024	Ms. Banks moved to approve the recommendation, seconded by Mr. Reynolds.	School District
School Year	We were tentatively scheduled to dismiss on May 23, 2024, but two snow days used, January 16, 2024 and January 22, 2024. This moved dismissal to May 28 2024.	

Dennis Lab School started fifteen days late, therefore, there dismissal date will be

Juneteenth will be observed June 19, 2024.

June 18, 2024.

TOPIC DISCUSSION\_ ACTION\_\_\_\_

Hearing no questions, President Clevenger called for a Roll Call Vote:

Aye: Dion, Reynolds, Clevenger, Scheider, Banks

Nav: None

Absent: Collins-Brown and Wetzel Roll Call Vote: 5 Aye, 0 Nay, 2 Absent

Ratification of a MPSED Bid **Proposal from** E3 Diagnostics

Superintendent Clark recommended the Board of Education Ratify the Macon-Piatt Special Education (MPSED) Bid Proposal from E3 Diagnostics for the Purchase and Bid Proposal Installation of an Audiology Booth (suite) as presented. Please note: The Macon-Piatt Special Education District Executive Board approved this item during their March 21, 2024 Board meeting.

Mr. Scheider moved to approve the recommendation, seconded by Ms. Banks.

Kathy Horath, Director of MPSED, noted that the current booth at Stephen Decatur Middle School had exceeded the number of times it could be moved; a lease was probably not optional because of the movement. It is used quite frequently.

Hearing no questions, President Clevenger called for a Roll Call Vote:

Aye: Banks, Scheider, Clevenger, Dion, Reynolds

Nay: None

Absent: Collins-Brown and Wetzel Roll Call Vote: 5 Aye, 0 Nay, 2 Absent

**Prep Academy MacBooks** 

Superintendent Clark recommended the Board of Education approve the Prep Academy MacBooks as presented.

Ms. Banks moved to approve the recommendation, seconded by Mr. Reynolds.

Ashley Grayned, Executive Director of Innovative Programs, noted that this purchase was for the freshmen, who were accepted in the Prep Academy for the fall of 2024.

Hearing no questions, President Clevenger called for a Roll Call Vote:

Aye: Reynolds, Scheider, Banks, Clevenger, Dion

Nay: None

Absent: Collins-Brown and Wetzel Roll Call Vote: 5 Aye, 0 Nay, 2 Absent

**Apple Professional** Learning

Superintendent Clark recommended the Board of Education approve the Apple Professional Learning as presented.

Ms. Banks moved to approve the recommendation, seconded by Mr. Scheider.

Mary Brady, Director of Teaching & Learning, noted that this referred to the way technology was used in the classrooms.

Motion carried. from E3 Diagnostics, Audiology Booth, was approved as

presented.

Motion carried. Prep Academy MacBooks were approved as presented.

Motion carried. Apple Professional

Learning was approved as presented.

Motion carried.

BlueStreak Math

was approved as

presented.

**BIST** was

presented.

approved as

TOPIC \_\_\_DISCUSSION\_\_ ACTION\_\_\_\_

Hearing no questions, President Clevenger called for a Roll Call Vote:

Aye: Clevenger, Dion, Reynolds, Scheider, Banks

Nay: None

Absent: Collins-Brown and Wetzel Roll Call Vote: 5 Aye, 0 Nay, 2 Absent

### (Behavioral Intervention **Support Team**)

Superintendent Clark recommended the Board of Education approve the BIST (Behavioral Intervention Support Team) as presented.

Ms. Banks moved to approve the recommendation, seconded by Mr. Scheider.

Mary Brady, Director of Teaching & Learning, noted that this was a classroom management approach to improving student behaviors; some buildings had reached out and asked for more of this training. Overall, there were improved behaviors noted in the elementary buildings. The funds will come from Title II.

Hearing no questions, President Clevenger called for a Roll Call Vote:

Aye: Dion, Reynolds, Clevenger, Scheider, Banks

Nay: None

Absent: Collins-Brown and Wetzel Roll Call Vote: 5 Aye, 0 Nay, 2 Absent

#### BlueStreak Math

Superintendent Clark recommended the Board of Education approve the BlueStreak Motion carried. Math as presented.

Ms. Banks moved to approve the recommendation, seconded by Mr. Scheider.

Mary Brady, Director of Teaching & Learning, noted that this program was previously used in summer school with success. This two-year renewal would be paid for through ESSER III funds. It is a gaming system that would teach fact fluency.

President Clevenger asked for some data for various programs to make sure they were producing the results needed from our students.

Hearing no questions, President Clevenger called for a Roll Call Vote:

Aye: Scheider, Banks, Reynolds, Clevenger, Dion

Nay: None

Absent: Collins-Brown and Wetzel Roll Call Vote: 5 Aye, 0 Nay, 2 Absent

### Intergovernmental Agreement between DPS 61 **Decatur**

Superintendent Clark recommended the Board of Education approve the Intergovernmental Agreement between Decatur Public School District 61 and the City of Decatur as presented.

and the City of Ms. Banks moved to approve the recommendation, seconded by Mr. Reynolds.

Motion carried. Intergovernmental Agreement between DPS 61 and the City of

TOPIC\_\_\_\_ \_\_\_\_DISCUSSION\_\_\_\_ ACTION

Attorney Luke Feeney noted that the agreement was a sale of real estate contract. The District would sell the property for half of the cost of demolition to the City of Decatur. If the property was developed, DPS and the City of Decatur would have additional discussions.

Decatur was approved as presented.

Per our policy, if any of our buildings were not re-purposed within three years, the District was responsible for the demolition. The IGA was basically stated that the City of Decatur had until September 30, 2024 to inform the District of their next steps.

Hearing no questions, President Clevenger called for a Roll Call Vote:

Aye: Banks, Clevenger, Reynolds, Dion, Scheider

Nay: None

Absent: Collins-Brown and Wetzel Roll Call Vote: 5 Ave, 0 Nay, 2 Absent

Safety and **Security** Summer **Program and** 

Security Summer Program and School Security Professional Development as presented.

Superintendent Clark recommended the Board of Education approve the Safety and

**School Security** Ms. Banks moved to approve the recommendation, seconded by Mr. Reynolds. Hearing no questions, President Clevenger called for a Roll Call Vote:

**Professional** Aye: Scheider, Banks, Clevenger, Reynolds, Dion **Development** 

Nay: None

Absent: Collins-Brown and Wetzel Roll Call Vote: 5 Aye, 0 Nay, 2 Absent

**Quantified** Learning **Environment**  Superintendent Clark recommended the Board of Education approve the Quantified Learning Environment Outcomes (QLEO) Facility Planning Survey as presented.

Ms. Banks moved to approve the recommendation, seconded by Mr. Scheider. **Outcomes** 

(OLEO) Facility

Planning Survey Dr. Mike Curry, Chief Operational Officer, presented information on this item. He also noted the following from the cover sheet (attached):

> QLEO Analysis Software is a master plan modeling and analysis program that provides objective information regarding the functional performance of facilities. QLEO provides data related to cost/benefit analysis, including life-cycle costs and performance. This data adds clarity to any decision-making throughout the Master Facility Planning Process. QLEO data will also be used to address the efficient and safe use of space for students and staff Post-COVID.

Hearing no questions, President Clevenger called for a Roll Call Vote:

Aye: Banks, Clevenger, Reynolds, Dion

Nav: None

Abstain: Scheider

Absent: Collins-Brown and Wetzel

Security Professional Development were approved as

Motion carried.

and School

Summer Program

presented.

Motion carried. **QLEO** Facility Planning Survey was approved as presented.

TOPI	C	DISCUS	SION	ACTIO	N
	Roll Ca	all Vote: 4 Aye, 0 Nay, 1 Abs	stain, 2 Absent		
	unity partners for s for coming to	Information only.			
Announcement	s The Bo	eard of Education and Admini	stration sends condolences t	o the family of:	Information only
	the mot	D. Teschner, who passed away ther of Sherry Trimby, Claims Schools.	•		
Important Dates	Please s regardi Diversi NEXT The pub	<ul> <li>19 Observance of the Casim</li> <li>NO School for S</li> <li>27 2024 MacArthur High S</li> <li>The Decatur Confere</li> <li>04 2024 Eisenhower High S</li> <li>The Decatur Club from</li> </ul>	n School Gymnasium from 4 nir Pulaski Holiday Students and District Office chool Promence Center and Hotel from 6 school Promom 7:00PM to 10:00PM  ders & Upcoming Dates ral flyer with upcoming date contact Jeff Dase, Assistantase@dps61.org and/or 217	::30pm-6:30pm  ees are Closed  7:00PM to 10:00PM  tes. If any questions t Superintendent of 7:362-3013.	
Adjournment		ent Clevenger asked for a moti nks. All were in favor.	ion to adjourn. Mr. Scheider	moved, seconded by	Board adjourned at 8:03 PM.
	Bill (	Clevenger, President	Melissa Bradford	, Board Secretary	



<b>Date:</b> April 23, 2024	Subject: Monthly Financial Conditions Report
Initiated By: Dr. Mike Curry, Chief Operational Officer	Attachments: Financial Conditions Report
Reviewed By: Dr. Rochelle Clark, Superintendent	
•	year-to-date revenues and expenditures and provides an Decatur Public School District and Macon-Piatt
CURRENT CONCIDED ATTONIC	

#### **CURRENT CONSIDERATIONS:**

As the District completes March, the ninth month of FY24, the Macon-Piatt Special Education District has expended 63.68%% of its overall budget; Decatur 61 has expended 60.44% of its overall budget.

As of April 12, 2024, the State Comptroller is holding FY24 ISBE vouchers in the amount of \$2,947,802.48 of which \$2,731,852 is associated with Evidence-Based Funding.

#### FINANCIAL CONSIDERATIONS:

n/a

#### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Monthly Financial Conditions Report as presented.

REC	OMMENDED ACTION:	
_X_	Approval	
	Information	
	Discussion	BOARD ACTION:

### 2023-2024 Decatur Public S.D. #61 Fund Balance Summary -March 31, 2024

<u>Fund</u>	Fund Balance 07/01/23	Revenues To Date	Expenditures To Date	Net Cash Flow	Change in Fund Balance	Balance 03/31/24	Tentative Balance 06/30/24
DISTRICT # 61							
Education	\$32,361,590	\$100,628,271	\$87,173,289	\$13,454,982	\$0	\$45,816,572	\$ 31,755,748
Operation & Maintenance	\$2,003,708	\$6,435,836	\$5,647,254	\$788,582	\$0	\$2,792,290	\$ 1,421,517
Debt Service	\$8,362,339	\$8,911,859	\$5,822,059	\$3,089,800	\$0	\$11,452,139	\$ 10,102,526
Transportation	\$1,867,643	\$5,319,118	\$5,109,882	\$209,236	\$0	\$2,076,879	\$ 1,765,832
IMRF	\$427,852	\$3,802,566	\$1,412,285	\$2,390,282	\$0	\$2,818,134	\$ 2,466,441
Social Security/Medicare	\$340,475	\$2,569,129	\$1,611,575	\$957,554	\$0	\$1,298,029	\$ 244,278
Capital Projects Fund	\$9,140,838	\$1,118,886	\$5,300,028	(\$4,181,141)	\$0	\$4,959,697	\$ 4,295,739
Working Cash	\$6,661,177	\$536,758	\$1,925,000	(\$1,388,242)	\$0	\$5,272,934	\$ 5,391,957
Tort Immunity/Judgment	\$5,219,246	\$3,095,580	\$2,688,484	\$407,097	\$0	\$5,626,343	\$ 4,304,449
Fire Prevention/Safety	\$3,039,779	\$437,174	\$1,717,866	(\$1,280,693)	\$0	\$1,759,087	\$ 1,885,689
Totals District 61	\$69,424,648	\$132,855,178	\$118,407,722	\$14,447,456	<b>\$0</b>	\$83,872,104	\$ 63,634,177
Macon-Piatt Special Ed District	\$7,445,942	\$14,245,451	\$12,647,898	\$1,597,552	\$0	\$9,043,494	\$ 6,702,903

### Macon-Piatt Special Education District Report Date: March 2024 Financial Condition as of March 31, 2024

Percent of year passed: 75%

**Fund Balances** 

12 Education

	Revenues	Adopted Budget	Pre Audit Y-T-D	Percent Received/Used
12	Education Operation &	19,118,498	14,245,451	74.51%
22	Maintenance	-		0.00%
42	Transportation	-		0.00%
52	IMRF			0.00%
	IMRF	19,118,498	14,245,451	74.51%
	Expenditures			
12	Education Operation &	17,982,473	11,775,317	65.48%
22	Maintenance	384,820	173,915	45.19%
42	Transportation	21,750	5,466	25.13%
52	IMRF	1,472,494	693,200	47.08%
	Total Expenditures	19,861,537	12,647,898	63.68%
	Net Cash			
	Total Revenues	19,118,498	14,245,451	74.51%
	Total Expenditures	19,861,537	12,647,898	63.68%
	Net Cash	(743,039)	1,597,552	<u> </u>

**Actual** 

9,043,494

### Decatur Public School District #61 Report Date: March 2024 Financial Condition as of March 31, 2024

Percent of year passed: 75%

	Revenues	Budget	Pre Audit Y-T-D	Percent Received/Used	FY 23 Percent Received/Used As Of 6/30/23
10	Education	153,155,690	100,628,271	65.70%	79.78%
20	Operation & Maintenance	7,358,000	6,435,836	87.47%	99.65%
30	Debt Service	9,014,140	8,911,859	98.87%	121.13%
40	Transportation	6,620,891	5,319,118	80.34%	128.68%
50	IMRF	4,556,000	3,802,566	83.46%	137.51%
51	Social Security	2,506,200	2,569,129	102.51%	99.05%
60	Capital Projects	3,130,000	1,118,886	35.75%	74.58%
70	Working Cash	480,780	536,758	111.64%	136.28%
80	Tort Immunity/Judgment	2,909,000	3,095,580	106.41%	101.51%
90	Fire Prevention/Safety	390,581	437,174	111.93%	121.67%
	Total Revenues	190,121,282	132,855,178	69.88%	84.72%
	Expenditures				
10	Education	153,761,532	87,173,289	56.69%	74.09%
20	Operation & Maintenance	7,940,191	5,647,254	71.12%	97.87%
30	Debt Service	7,273,953	5,822,059	80.04%	101.13%
40	Transportation	6,722,702	5,109,882	76.01%	109.20%
50	IMRF	2,517,411	1,412,285	56.10%	112.52%
51	Social Security	2,602,397	1,611,575	61.93%	109.16%
60	Capital Projects	7,975,099	5,300,028	66.46%	68.61%

70	Working Cash	1,750,000	1,925,000	110.00%	0.00%
80	Tort Immunity/Judgment	3,823,797	2,688,484	70.31%	107.83%
90	Fire Prevention/Safety	1,544,671	1,717,866	111.21%	55.86%
	Total Expenditures	195,911,753	118,407,722	60.44%	78.22%
	Net Cash				
	Total Revenues	190,121,282	132,855,178	69.88%	
	Total Expenditures	195,911,753	118,407,722	60.44%	
	Net Cash	(5,790,471)	14,447,456		
	Fund Balances		Actual		
10	Education		45,816,572		
20	Operation & Maintenance		2,792,290		
30	Debt Service		11,452,139		
40	Transportation		2,076,879		
50	IMRF		2,818,134		
51	Social Security		1,298,029		
60	Capital Projects		4,959,697		
70	Working Cash		5,272,934		
80	Tort Immunity/Judgment		5,626,343		
90	Fire Prevention/Safety		1,759,087		
	Total Funds		83,872,104	:	



<b>Date:</b> April 23, 2024	Subject: Treasurer's Report
<b>Initiated By:</b> Dr. Mike Curry, Chief Operational Officer	Attachments: Treasurer's Report – March 2024
Reviewed By: Dr. Rochelle Clark, Superintendent	
<b>BACKGROUND INFORMATION:</b> The attached report details the district's investment 31, 2024.	stments and the status of the district's cash as of
<b>CURRENT CONSIDERATIONS:</b> N/A	
FINANCIAL CONSIDERATIONS: N/A	
<b>STAFF RECOMMENDATION:</b> The Administration respectfully requests that Report for March 2024 as presented.	t the Board of Education approve the Treasurer's
RECOMMENDED ACTION:	
_X_ Approval	
Information	
Discussion	BOARD ACTION:
	DUARD ACTION:

#### DECATUR PUBLIC SCHOOL DISTRICT #61 UNAUDITED TREASURER'S REPORT MARCH 2024

	Cash/Investments as of 02/29/24	Receipts	Disbursements	Change/Interest	Cash/Investments as of 03/31/24
Education	48,250,787.60	14,025,203.34	13,101,367.24	2183.92	49,176,807.62
Operations & Maintenance	3,499,478.50	13,029.99	710,080.56		2,802,427.93
Debt Service	11,631,823.86	34,479.97	157,197.32		11,509,106.51
Transportation	3,159,440.84	12,688.41	1,321,297.25		1,850,832.00
IMRF	2,946,410.84	6,573.23	127,587.47		2,825,396.60
Social Security	1,492,362.36	4,427.59	192,139.73		1,304,650.22
Capital Projects	4,234,981.56	828,506.93	75,614.98		4,987,873.51
Working Cash	5,286,317.54	16,592.64	0.00		5,302,910.18
Tort/Judgment Immunity	5,666,164.42	18,973.59	299,811.94		5,385,326.07
Fire Prevention & Safety	1,873,577.70	6,266.93	111,712.62		1,768,132.01
Macon-Piatt Special Education	8,332,740.31	2,162,299.84	1,424,071.33		9,070,968.82
Activities	536,413.44	40,779.90	10,201.17		566,992.17
	96,910,498.97	17,169,822.36	17,531,081.61	2,183.92	96,551,423.64
				Dr. Mike Curry	04/15/24



<u>.</u>	Subject: Illinois Elementary School Association (IESA) Membership
Initiated By: K through 8 and Middle School Principals and Craig Bundy, District Athletic Coordinator	Attachments: None
Reviewed By: Dr. Michael Curry, Chief Operational Officer, and Dr. Rochelle Clark, Superintendent	

#### **BACKGROUND INFORMATION:**

The K through 8/middle schools, which are recognized by the Illinois State Board of Education, have the opportunity to be members of the Illinois Elementary School Association (IESA). Membership in the IESA allows teams to participate in post-season tournaments and vie for a State Championship in their respective sport/activity. The Board of Education must vote to renew membership in IESA and to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines and Policies of the IESA annually. *Extra-Curriculars support Teaching and Learning by providing a multitude of avenues for students to engage with their school.* 

#### **CURRENT CONSIDERATIONS:**

Annual approval of the Board of Education is necessary for our participating schools to renew their membership with the Illinois Elementary School Association (IESA). A variety of interscholastic activities are offered within the IESA that range from athletic competitions to involvement in Speech, Music and Scholastic Bowl.

#### FINANCIAL CONSIDERATIONS:

IESA Activity fees are assessed for each sport/activity and are budgeted appropriately for each school. IESA Athletic activity fees range from \$20 – \$110 per each activity and other activities (cheerleading, music, speech, etc.), please research the website at <a href="www.iesa.org">www.iesa.org</a>. Participating schools are also required to pay the IESA annual membership dues fee of \$300.00.

#### STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve and certify renewal membership in the Illinois Elementary School Association (IESA), and to adopt and abide by the Constitution, By-Laws, Terms and Conditions, and Administrative Procedures, Guidelines and Policies of the Illinois Elementary School Association (IESA) for the year of July 1, 2024, through June 30, 2025 as presented.

RE	CCOMMENDED ACTION:		
X	Approval		
	Information		
	Discussion		
		BOARD ACTION:	



<b>Date:</b> April 23, 2024	Subject: Illinois High School Association (IHSA) Membership
Initiated By: High School Principals – Dr. Mistie Rodriguez (EHS) and Cordell Ingram (MHS) and Craig Bundy, District Athletic Coordinator	Attachments: Renewal Forms for Eisenhower High School and MacArthur High School for the 2024-2025 School Year
Reviewed By: Dr. Mike Curry, Chief Operational Officer, and Dr. Rochelle Clark, Superintendent	

#### **BACKGROUND INFORMATION:**

Both of our high schools are recognized by the Illinois State Board of Education which is a requirement of being a member of the Illinois High School Association (IHSA). The Board of Education must vote to renew membership in the Illinois High School Association (IHSA), and to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines and Policies of the IHSA annually. *Extra-Curriculars support Teaching and Learning by providing a multitude of avenues for students to engage with their school*.

#### **CURRENT CONSIDERATIONS:**

Dr. Mistie Rodriguez, Principal at Eisenhower High School, and Cordell Ingram, Principal at MacArthur High School, have requested that memberships from both schools be renewed with the Illinois High School Association (IHSA), and have forwarded the necessary membership renewals for Board of Education approval.

#### FINANCIAL CONSIDERATIONS:

None at this time.

#### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve and certify renewal memberships for Eisenhower and MacArthur High Schools with the Illinois High School Association (IHSA), and adopt and abide by the Constitution, By-Laws, Terms and Conditions, and Administrative Procedures, Guidelines and Policies of the Illinois High School Association (IHSA) for the year of July 1, 2024, through June 30, 2025 as presented.

RECOMMENDED ACTION:				
X	Approval			
	Information			
	Discussion	BOARD ACTION:		



#### ILLINOIS HIGH SCHOOL ASSOCIATION



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

March 2024

To the Principal/IHSA Official Representative Addressed:

It is time again for your school to renew its membership in the Illinois High School Association. For the 2024-2025 school term, IHSA membership will not require payment for membership dues or state series entry fees per action of the IHSA Board of Directors.

Your school may renew membership in the Illinois High School Association by confirming that your school continues to be Recognized by the Illinois State Board of Education and by certifying that your Board of Education/Governing Board has voted to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines, and Policies of the Association for the 2024-25 school term.

Your 2024-25 membership renewal is due by June 30, 2024. Please do not delay. Obtain your Board of Education's action on the membership resolution and email it to general@ihsa.org or fax (309) 663-7479.

Sincerely,

Craig Anderson Executive Director

THIS FORM MUST BE SIGNED BELOW, ON THE APPROPRIATE LINE, BY THE PRINCIPAL OR OFFICIAL REPRESENTATIVE AND THE BOARD PRESIDENT OR SECRETARY.

<u>DO NOT DETACH</u>

To: IHSA Executive Director	
We certify that <u>FISCHOWE</u> Hig is understood that failure to be recognized by the Illinois State Bo	th School is recognized by the Illinois State Board of Education. It ard of Education will disqualify our school for membership in the
IHSA and that if this were to occur, it is our responsibility to immed	diately notify the Association of this change in status.
We further certify our Board of Education/Governing Board, at it membership in the Illinois High School Association, and to adopt a Administrative Procedures, Guidelines and Policies of the Illinois I 30, 2025.	ts meeting held on Annual 23, 2024, voted to renew and abide by the Constitution, By-laws, Terms and Conditions, and
Principal/Official Representative Signature	Board President or Board Secretary Signature
Print Name and Phone Number	Bill Clevenger 21731,2.3011 Print Name and Phone Number
Eisenhower High School	ol <u>Jecctur</u> , Illinois
2024-25 Membership Renewal	



ILLINOIS HIGH SCHOOL ASSOCIATION



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

March 2024

To the Principal/IHSA Official Representative Addressed:

It is time again for your school to renew its membership in the Illinois High School Association. For the 2024-2025 school term, IHSA membership will not require payment for membership dues or state series entry fees per action of the IHSA Board of Directors.

Your school may renew membership in the Illinois High School Association by confirming that your school continues to be Recognized by the Illinois State Board of Education and by certifying that your Board of Education/Governing Board has voted to adopt and abide by the Constitution, By-laws, Terms and Conditions, and Administrative Procedures, Guidelines, and Policies of the Association for the 2024-25 school term.

Your 2024-25 membership renewal is due by June 30, 2024. Please do not delay. Obtain your Board of Education's action on the membership resolution and email it to general@ihsa.org or fax (309) 663-7479.

Sincerely, Craig Anderson

Craig Anderson Executive Director

THIS FORM MUST BE SIGNED BELOW, ON THE APPROPRIATE LINE, BY THE PRINCIPAL OR OFFICIAL REPRESENTATIVE AND THE BOARD PRESIDENT OR SECRETARY.

DO NOT DETACH

To: IHSA Executive Director						
We certify that Mac Arthur High S	School is recognized by the Illinois State Board of Education. It					
is understood that failure to be recognized by the Illinois State Board	of Education will disqualify our school for membership in the					
IHSA and that if this were to occur; it is our responsibility to immediate	ely notify the Association of this change in status.					
*** • • • • • • • • • • • • • • • • • •	40011 23					
We further certify our Board of Education/Governing Board, at its r	neeting held on 11911 2, 2024, voted to renew					
membership in the Illinois High School Association, and to adopt and	abide by the Constitution, By-laws, Terms and Conditions, and					
Administrative Procedures, Guidelines and Policies of the Illinois Hig	h School Association for the year of July 1, 2024, through June					
30, 2025.						
Cordell Ing						
Principal/Official Representative Signature	Board President or Board Secretary Signature					
Cordell Ingram 217-362-3152	15:11 Clevenger 217312-3011					
Print Name and Phone Number	Print Name and Phone Number					
MacArthur High School High School	Decatur , Illinois					

2024-25 Membership Renewal



<b>Date:</b> April 23, 2024	Subject: Job Description
Initiated By: Lorie Frame, Coordinator of School Health Services	Attachments: Job Description: Certified School Nurse PEL
Reviewed By: Monica Wilks, Director of Human Resources, Deanne Hillman, Interim Director of Human Recourses, and Dr. Rochelle Clark, Superintendent	
	updating job descriptions for compliance with State ents; and the alignment of the descriptions with the s.
CURRENT CONSIDERATIONS: The below job description is new based on the a expectations of the position.	ligned responsibilities and duties with the
Certified School Nurse PEL FINANCIAL CONSIDERATIONS: This position is within current budget.	
<b>STAFF RECOMMENDATION:</b> The Administration respectfully requests that the presented.	e Board of Education approve this job description as
RECOMMENDED ACTION:  X Approval  ☐ Information ☐ Discussion	BOARD ACTION:

#### TITLE: Certified School Nurse PEL

#### **PURPOSE:**

To provide direct nursing services to students and staff members to maximize health and wellness in the school community. All duties are performed in accordance with District/State Board of Education Policies, Procedures, and State Laws regarding nurse practice.

#### **QUALIFICATIONS:**

- Bachelor's Degree.
- Current Registered Nurse Licensure in the State of Illinois.
- Professional Educators License with an Endorsement in Certified School Nursing PEL.
- Experience in nursing and completion of a school health orientation program preferred.
- Computer literacy and competency in the use of existing technology.

#### **REPORTS TO:**

- Health Services Coordinator
- Administrator:
  - o Principal of their building, Student Services Director, or as designated by the District.

#### **DUTIES & RESPONSIBILITIES:**

#### **Nursing Care**

- 1. Provides direct professional nursing services, first aid, illness, and emergency care to students and staff in response to the nursing assessment and in accordance with professional standards, school policies, procedures, and State/Local mandates.
- 2. Provides and/or delegates to licensed personnel direct professional nursing services, first aid, illness, and emergency care to students.
- 3. Administers medication and safely stores, documents, and monitors the effectiveness of the medication given at school.
- 4. Participates in maintaining the State and Federal mandated screenings by entering accurate data and providing follow-up for deficits in vision, hearing, growth, development, and other physical impairments.
- 5. Maintains accurate medical records to assure compliance with State mandates, including immunizations, physical examinations, medical conditions, and related archival responsibilities.
- 6. Refers students and their parents or guardians who require further medical attention, provides appropriate community resources for necessary services, and assures continuity of health services and care.
- 7. Completes comprehensive health histories and medical updates for Special Education students.
- 8. Follows up on homebound students needing related healthcare services for a safe return to school.
- 9. Provides intervention in times of school crisis, i.e., death, suicide, or traumatic events.
- 10. Initiates, encourages and participates in health education programs for children.

- 11. Coordinates activities of local schools concerned with communicable disease regulations.
- 12. Interprets the health and developmental assessment for parents, teachers, administrators, and other professionals and advocates for students with health problems and concerns.
- 13. Makes appropriate assessments and referrals for suspected abuse/neglect as a mandated reporter.
- 14. Monitors Non-Certified Nursing Staff.
- 15. Educates and monitors Special Education Teaching Assistants on procedural skills.

#### Communication

- Maintains communication with the Health Services Coordinator, teachers, other schools
  personnel, and parents/guardians to enhance cooperative action that will meet students'
  health and safety needs.
- 2. Collaborates with the multidisciplinary team to determine if health adversely affects the student's educational process and is also responsible for the development of all IEP goals, benchmarks, and accommodations for students requiring health related services.
- 3. Provides health services, information, and counseling in an effective and positive manner to enhance the health and wellness of the school community.
- 4. Identifies health problems, makes referrals for diagnosis and treatment, develops educational modifications, provides follow-up and evaluation, and maintains appropriate documentation.
- 5. Compiles data for statistical purposes.
- 6. Maintains confidentiality regarding all school and health-related issues per HIPPA and FERPA.
- 7. Reviews Sports Physicals from Athletic Directors/Coaches to ensure understanding of any medical concerns.

#### **Organization**

- 1. Maintains a daily electronic log of student/staff visits and documentation on individual health records
- 2. Maintains the daily environment of the health office facility and supplies.
- 3. Utilizes existing technology effectively in the performance of duties.
- 4. Performs other health or school related work as required.

#### **Professional Development**

- 1. Maintains contact with a professional nursing organization and utilizes continuing education opportunities to enhance professional knowledge.
- 2. Participates as an active member of the school community representing health/wellness.

#### **TERMS OF EMPLOYMENT:**

Wages, terms, and conditions of employment pursuant to the collective bargaining agreement between the Decatur Education Association and the Decatur Public Schools District #61 Board of Education.

For all Decatur Public School Buildings, when a substitute cannot be secured, the Certified Nurse may be asked to cover a building on a rotating voluntary basis. The District's School Health Services Coordinator will keep a list of individual's names who chose to take on the extra workload. The Certified Nurse will receive One Hundred and Fifty Dollars (\$150.00) for a full day and Seventy-Five Dollars (\$75.00) for a half day.

Certified Nurses who are asked to stay beyond their scheduled hours, such as Student Orientations, will be compensated at an hourly rate of Thirty-Three Dollars (\$33.00); exclusions would be events such as School Family Nights.

#### **EVALUATION:**

Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Professional Personnel and provisions set forth in the Collective Bargaining Agreement.

#### **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell. The employee frequently is required to sit and climb or balance. The employee must frequently lift and/or move up to 40 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, and ability to adjust focus. Must have mobility to carry out the responsibilities and duties as listed.

#### **WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The employee may be required to work at multiple District locations as necessary.

Decatur Public Schools is an equal employment opportunity employer with an affirmative action plan.



•	<b>Subject:</b> Lamar Advertising of Decatur (Digital Billboards)
Initiated By: Maria Robertson, Community Engagement Director	Attachments: Lamar Contract #4501459
<b>Reviewed By:</b> Dr. Mike Curry, Chief Operational Officer, and Dr. Rochelle Clark, Superintendent	

#### **BACKGROUND INFORMATION:**

The Communications Department has allocated advertising funds out of the department's budget for the use of digital billboards as a platform to share district news and updates. Currently, two (2) billboards in Decatur are being used for advertising. Graphics for digital billboards can be swapped out at any time and as frequently as needed.

#### **CURRENT CONSIDERATIONS:**

The Communications Department would like to add a third digital billboard location:

- 1) Billboard Location #1: 525 Franklin Street (north bound traffic)
- 2) Billboard Location #2: 1816 N. Water Street (north bound traffic)
- 3) NEW Billboard Location #3: 2767 N. Main Street (south bound traffic)

These locations are positioned in high-traffic areas (along Hwy 51) which have repeated exposure ensuring messaging can be seen multiple times by commuters. Large and dynamic formats of a digital billboard allow for creative and impactful advertisements.

#### FINANCIAL CONSIDERATIONS:

The advertising cost for three (3) digital billboards is \$32,500.00 for thirteen months starting May 2024 through June 2025. Adding a third billboard location is discounted \$2,600.

#### STAFF RECOMMENDATION:

DECO. (1. (P.) | DED. | OFFICE

The Administration respectfully requests that the Board of Education to approve the Lamar Advertising of Decatur Contract #4501459 as presented.

KE	ECOMMENDED ACTION:	
X	Approval	
	Information	
	Discussion	
	ВС	OARD ACTION:

Springfield/Decatur 100 W. Hazel Dell Rd. Springfield, IL 62712 Phone: 217-877-9036 Fax: 217-606-3094



#### **CONTRACT # 4501459**

Date: 3/12/2024 New/Renewal: RENEWAL Account Executive: Josh Hendricks

Phone: 217-877-9036

	CONTRACTED DIRECTLY BY ADVERTISER
Customer#	816165-0
Name	DECATUR PUBLIC SCHOOLS
Address	101 WEST CERRO GORDO STREET
City/State/Zip	DECATUR, IL 62523
Contact	MIKE CURRY
Email Address	mcurry@dps61.org
Phone #	
Fax #	
P.O./ Reference #	
Advertiser/Product	DECATUR PUBLIC SCHOOLS
Campaign	DPS 7000 70050 (2024 RENEWAL)

Space									a de deservir	
# of Panels: 3								Billing Cycle:	Every 4 weeks	
Panel # TAB ID		Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
7000 50413246	141-DECATUR, IL	525 N Franklin	Yes	Digital Poster	12' 0" x 25' 0"		05/27/24-05/25/25	13	\$1,100.00	\$14,300.00
70050 30470218	141-DECATUR, IL	2767 N MAIN ST.	Yes	Digital Poster	10' 0" x 21' 0"		05/27/24-05/25/25	13	\$800.00	\$10,400.00
70060 30554657	141-DECATUR, IL	1816 N WATER ST.	Yes	Digital Poster	10' 0" x 21' 0"		05/27/24-05/25/25	13	\$600.00	\$7,800.00
								Tota	al Space Costs:	\$32,500,00

Total Space Costs: \$32,500.00

Special Considerations: Customer has FRR until 03-35-25

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	DECATUR PUBLIC SCHOOLS	
Signature:		
	(signature above)	
Name:	<u> </u>	
	(print name above)	
Date:	-	
	(date above)	

THE LAMAR COMPANIES	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.			
Josh Hendricks				
ACCOUNT EXECUTIVE: Josh Hendricks	GENERAL MANAGER	DATE		

#### STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.



Springfield/Decatur 100 W. Hazel Dell Rd. Springfield, IL 62712 Phone: 217-877-9036 Fax: 217-606-3094



Date: 3/12/2024 New/Renewal: RENEWAL Account Executive: Josh Hendricks

Phone: 217-877-9036

2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.

- 3. Payment Terms: Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions: If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement: This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance: Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract
- 7. Termination: All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
- 8. Materials/Storage: Production materials will be held at customer's written request. Storage fees may apply.
- 9. Installation Lead Time: A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
- 10. Customer Provided Production: The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing
- 11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
- 12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.
- 13. Digital Provisions: Lamar will strive to provide Advertisers with 100% of the time they contract. However, due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for the loss of service. For purposes of determining whether a credit is due, the average number of guaranteed impressions per day will be measured over the duration of the contract, e.g., during a four week contract, the available impressions during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available impressions, then no credit will be due.



Springfield/Decatur 100 W. Hazel Dell Rd. Springfield, IL 62712 Phone: 217-877-9036 Fax: 217-606-3094



Date: 3/12/2024 New/Renewal: RENEWAL Account Executive: Josh Hendricks

Phone: 217-877-9036

14. Customer Supplied Content (iSpots) License and Indemnity Agreement

Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.

- 14(a) Customer Supplied Content When Advertiser desires to purchase digital advertising from Lamar featuring images, photographs, graphics, text, data, or other such media ("Customer Supplied Content (CSC)") that will be provided by Advertiser, some of which may be owned and/or provided, directly or indirectly, by a third party (hereinafter "Third Party Customer Supplied Content or Third Party CSC"):
- (i) the Advertiser shall be solely responsible to ensure the appropriateness and inoffensive or otherwise innocuous nature of the CSC or Third Party CSC. (ii) Advertiser acknowledges that Advertiser is solely responsible for acquiring, licensing, and/or purchasing any Third Party CSC and/or has the authority to use and to license CSC and Third Party CSC.
- (iii) Advertiser warrants that the CSC and/or Third Party CSC will comply with all applicable local, state and federal laws and regulations.
- (iv) Advertiser shall be solely responsible for the truthfulness, accuracy, integrity, and lawfulness of the CSC and/or Third Party CSC.
- (v) Advertiser shall defend, cover, indemnify and hold Lamar harmless for all loss, expense or damages, of whatever nature, which may be incurred by Lamar as a result of any claims or actions in connection with Lamar's or Lamar's affiliates and subsidiaries for use of the CSC or Third Party CSC. Claims or Actions shall specifically include but not be limited to the CSC's or Third Party CSC's public appropriateness. The foregoing duty to defend, cover and indemnify shall include, without limitation, a duty to pay any attorneys' fees and other costs of defense incurred by Lamar and its affiliates or subsidiaries.
- (vi) Advertiser hereby grants to Lamar a paid up, non-exclusive, royalty-free license to use, reproduce, display, perform and modify the CSC and Third Party CSC, on its digital displays or to adapt the CSC and Third Party CSC for such use. The license granted herein includes the right to prepare works which may be considered derivative works of the CSC and/or Third Party CSC or any intellectual property contained therein. Additionally, Advertiser grants to Lamar such trademark license rights as may be necessary for Lamar to use the CSC and Third Party CSC on its digital displays.



<b>Date:</b> April 23, 2024	<b>Subject:</b> Resolution Authorizing the Release of Surplus District Technology
<b>Initiated By:</b> Maurice Payne, Director of Information Technology	Attachments: Resolution Authorizing the Release of Surplus District Technology
Reviewed By: Dr. Jay Marino, Assistant Superintendent of Support Services, and Dr. Rochelle Clark, Superintendent	

#### **BACKGROUND INFORMATION:**

DPS continually seeks opportunities to dispose of district technology equipment that is no longer needed in a manner that best benefits the district.

#### **CURRENT CONSIDERATIONS:**

DPS currently owns 1,020 iPads that are surplus technology equipment. The devices will be sold, recycled, or donated.

#### FINANCIAL CONSIDERATIONS:

For district technology that will be sold, the proceeds from the sale will be deposited into the district's general fund.

#### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Resolution Authorizing the Release of Surplus District Technology, as presented.

### **RECOMMENDED ACTION:**

RECOMMENDED ACTION.		
$\mathbf{X}$	Approval	
	Information	
	Discussion	
	BOARD ACTION:	

## RESOLUTION AUTHORIZING THE RELEASE OF SURPLUS DISTRICT TECHNOLOGY

**WHEREAS,** the Board of Education of Decatur Public School District No. 61 is authorized by Section 10-22.8 of the School Code of Illinois to sell at public or private sale any personal property belonging to the School District and no longer needed for public purposes; and

**WHEREAS,** the Board of Education currently owns one thousand twenty (1,020) iPads, which are no longer needed by the School District; and

**WHEREAS**, the Board of Education hereby finds and determines that said equipment is no longer necessary or needed for educational purposes; and

**WHEREAS,** the Board of Education further finds and determines that it is in the best interest of Decatur Public School District No. 61 that the School District to sell, recycle, or donate the Apple iPads on terms satisfactory to the School District;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of Decatur Public School District No. 61 as follows:

**Section 1.** The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

**Section 2.** The Superintendent of Schools or designee is hereby authorized and directed to take any and all reasonable steps to sell, recycle, or donate Apple iPads. The Superintendent or designee shall attempt to negotiate and/or receive the best price for the same as may be reasonable and practical. All proceeds from the sale of Apple iPads shall be deposited in the District's General Fund.

**Section 3.** That this Resolution shall be in full force and effect forthwith upon its passage.

President, Board of Education

### **CERTIFICATION**

Ι,	, Secretary of the Board of Education of
Decatur Public School District No. 61	, do hereby certify that the foregoing Resolution was
adopted at a regular meeting of the Bo	oard of Education on April 23 <sup>rd</sup> , 2024, by the following
roll-call vote:	
AYES:	
NAYS:	
ABSENT:	
and that the motion was duly declared	d carried by the President of the Board.
Dated this day of	, 2024.
	Secretary, Board of Education



<b>Date:</b> April 23, 2024	Subject: Renewal of Audit
<b>Initiated By:</b> Dr. Mike Curry, Chief Operational officer	Attachments: Proposed Fee Document
Reviewed By: Dr. Rochelle Clark, Superintendent	

#### **BACKGROUND INFORMATION:**

Forvis currently provides audit services to Decatur Public Schools. In FY24 their audit services cost \$47,000. For FY25 the proposed cost is \$50,250.

#### **CURRENT CONSIDERATIONS:**

The proposed fees are for the audit of Decatur Public School District No. 61 and the Macon-Piatt Special Education District.

#### FINANCIAL CONSIDERATIONS:

Forvis is proposing a fee of \$50,250 for audit services for the year ended June 30, 2024.

#### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the proposed fee from Forvis for auditing services.

RECOMMENDED ACTION:			
_X_	Approval		
	Information		
	Discussion		
		BOARD ACTION:	



225 N. Water Street, Suite 400 / Decatur, IL 62523 P 217.429.2411 / F 217.429.6109 forvis.com

March 25, 2024

Board of Education
Decatur School District No. 61
101 W. Cerro Gordo Street
Decatur, Illinois 62523

We appreciate your selection of **FORVIS**, **LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

• Terms and Conditions Addendum

#### **Summary Scope of Services**

As described in the attached **Scope of Services**, our services will include the following:

Decatur School District No. 61

Audit Services for the year ended June 30, 2024

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

#### **Engagement Fees**

Our fees will be based on time, skill, and resources, including our proprietary information required to complete the services. The fee for our services will be \$50,250.



This fee does not include assistance with the preparation of the financial statement, which will be billed separately, if required. The above fee includes travel costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt.

#### **Contract Agreement**

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

FORVIS, LLP

69955 / Audit

### FORVIS, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of Decatur School District No. 61.

BY	
	Name and Title - Member of Those Charged with Governance
DAT	E
BY _	
l	Name and Title - Member of Management
DAT	E

#### Scope of Services - Audit Services

We will audit the combined financial statements for the following entity:

Decatur School District No. 61 as of and for the year ended June 30, 2024

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing an opinion on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance
- Issuing a report on your schedule of expenditures of federal awards

We understand the annual financial report is prepared in accordance with the regulatory basis of accounting.

We will also express an opinion on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft(s) of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

We will also provide you with the following nonattest services:

- Preparing a draft of the financial statements and related notes
- Preparing a draft of the supplementary information, including the schedule of expenditures of federal awards

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Heather M. Powell is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written reports upon completion of our audits, addressed to the following parties:

Entity Name
Decatur School District No. 61

Party Name
Board of Education

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

#### Our Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity complied with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

## Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and FORVIS.

#### Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

# Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

#### • Audit Support – to provide us with:

- Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
- Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
- Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
- Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
- Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
- o Additional information that we may request for the purpose of the audit

#### • Internal Control and Compliance – for the:

- Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
- Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
- Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
- Establishment and maintenance of processes to track the status and address findings and recommendations of auditors

#### • Accounting and Reporting – for the:

- Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
- Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
- Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract)
- Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
- Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

#### Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

- 1. Management's Discussion and Analysis ("MD&A")
- 2. Budgetary comparison
- 3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

## Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

#### Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS

# Written Confirmations Required

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

## Peer Review Report

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

#### **FORVIS, LLP Terms and Conditions Addendum**

#### **GENERAL**

1. Overview. This addendum describes FORVIS LLP's standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and FORVIS, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to FORVIS, LLP ("FORVIS"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

#### **BILLING, PAYMENT, & TERMINATION**

2. Billing and Payment Terms. We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to FORVIS hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on FORVIS' net income or taxes arising from the employment or independent contractor relationship between FORVIS and FORVIS' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. Termination. Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay FORVIS for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of FORVIS' services hereunder.

#### **DISPUTES & DISCLAIMERS**

- 5. Mediation. Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
- 6. Indemnification. Unless disallowed by law or applicable professional standards, You agree to hold FORVIS harmless from any and all claims which arise from knowing misrepresentations to FORVIS, or the intentional withholding or concealment of information from FORVIS by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify FORVIS for any claims made against FORVIS by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
- 7. Statute of Limitations. You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether FORVIS performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of FORVIS in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
- 8. Limitation of Liability. You agree that FORVIS' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or

- willful misconduct of FORVIS or if enforcement of this provision is disallowed by applicable law or professional standards.
- 9. Waiver of Certain Damages. In no event shall FORVIS be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
- 10. Choice of Law. You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
- 11. WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.
- 12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
- 13. Assignment. You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
- 14. Disclaimer of Legal or Investment Advice. Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

## RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that FORVIS has no responsibility to maintain this information. You agree You will not rely on FORVIS to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from FORVIS' servers, *i.e.*, FORVIS portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

- 16. FORVIS Workpapers. Our workpapers and documentation retained in any form of media for this engagement are the property of FORVIS. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, FORVIS will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
- 17. Subpoenas or Other Legal Process. In the event FORVIS is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which FORVIS is not a party, You shall compensate FORVIS for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
- 18. Use of Deliverables and Drafts. You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.
  - Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.
- 19. Proprietary Information. You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, forms, checklists, questionnaires, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

#### **REGULATORY**

20. U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies. Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"),

any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. Offering Document. You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "FORVIS, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. FORVIS, LLP also has not performed any procedures relating to this offering document."

- 22. FORVIS Not a Municipal Advisor. FORVIS is not acting as Your municipal advisor under Section 15B of the Securities Exchange Act of 1934, as amended. As such, FORVIS is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by FORVIS.
- 23. **FORVIS Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

#### **TECHNOLOGY**

- 24. Electronic Sites. You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
- 25. Electronic Signatures and Counterparts. This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the

parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. Electronic Data Communication and Storage. In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

#### **OTHER MATTERS**

- 27. Cooperation. You agree to cooperate with FORVIS in the performance of FORVIS' services to You, including the provision to FORVIS of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
- 28. Third-Party Service Providers. FORVIS may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. FORVIS maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, FORVIS will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to FORVIS sharing Your confidential information with the third-party service provider.
- 29. Independent Contractor. When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor FORVIS shall act or represent itself, directly or by implication,

- as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
- 30. Hiring of FORVIS Personnel. We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to FORVIS personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after FORVIS stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
- 31. Use of FORVIS Name. Any time You intend to reference FORVIS' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
- 32. **Praxity.** FORVIS is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. FORVIS is not connected, however, by ownership with any other firm using the name "Praxity." FORVIS will be solely responsible for all work carried out on Your behalf. In deciding to engage FORVIS, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.
- 33. Entire Agreement. The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and FORVIS and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and FORVIS.
- 34. Force Majeure. We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.



# Board of Education Decatur Public School District #61

<b>Date:</b> April 23, 2024	Subject: Personnel Action
Initiated By: Monica L Wilks, Director of Human Resources, and the Human Resources Department	Attachments: 6 Pages of Personnel Action
Reviewed By: Dr. Rochelle Clark, Superintendent	
BACKGROUND INFORMATION: Per Board Policy 5:30: Hiring Process and Criter consistent with budget and staffing requirements equal employment opportunities and minority rec	1 1 1
CURRENT CONSIDERATIONS: All offers of employment are contingent upon the anyone who is offered and begins employment produced that they will do so as a substitute. In obtained, these substitutes will then be made who	If the approval of the Board of Education is
TANAN CAN A CONCERN A TANAN CAN	

### FINANCIAL CONSIDERATIONS:

These positions are in the budget.

### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve all Personnel Action Items as presented.

RE	ECOMMENDED ACTION:	
$\underline{\mathbf{X}}$	Approval	
	Information	
	Discussion	
	BC	OARD ACTION:

**To:** Board of Education

From: Deanne Hillman, Interim Director of Human Resources

Date: April 17, 2024
Board Date: April 23, 2024
Re: Personnel Action

### **EMPLOYMENT RECOMMENDATIONS**

#### TEACHER:

Name	Position	Effective Date
LaTosha Winebarger	Cross Categorical, Muffley	April 8, 2024

#### TEACHING ASSISTANT:

Name	Position	Effective Date
Sierra Roberts	K/2 Teaching Assistant, Dennis, 6 hours per day	April 15, 2024

#### CUSTODIAN:

Name	Position	Effective Date
Alexis Leffler	2nd Shift Custodian, American Dreamer/All Schools	April 15, 2024

#### SCHEDULE B PERSONNEL:

Name	Position	Effective Date
Madison Stark	Elementary Track and Field Coach, Baum	April 11, 2024

#### EXTENDED DAY:

Name	Position	Effective Date
Stephanie Vail	Extended Day Security, Hope Academy	April 22, 2024

#### **TRANSFERS**

#### ADMINISTRATORS:

Name	Position	Effective Date
Jennifer Kosiec- Melton	From Assistant Principal, Stephen Decatur to Assistant Principal, Decatur Alternative Ed	July 22, 2024

Maria Robertson	From Director of Community Engagement, Keil to Director of Communications & Public	July 1, 2024
	Relations, Keil	

#### TEACHER:

Name	Position	Effective Date
Kei'Von Evans	From K/8 Physical Education, American Dreamer to Physical Education, Eisenhower	August 8, 2024

### EXTENDED DAY:

Name	Position	Effective Date
Janae O'Neal	From Non Certified Staff, Pershing to Site Coordinator, Pershing	April 8, 2024

### **RESIGNATIONS**

#### ADMINISTRATORS:

Name	Position	Effective Date
Jason Pals	Assistant Principal, Johns Hill	June 3, 2024
Paul Ranstead	Principal, Muffley	June 24, 2024

## TEACHERS:

Name	Position	Effective Date
Ashley Arnold	Special Ed, MacArthur	August 1, 2024
Carrie Haley	Math, Eisenhower	End of the 2023-2024 School Year
Rebecca Merrill	Agriculture, MacArthur	July 1, 2024
Clayton Thomas	Agriculture, MacArthur	July 1, 2024

#### ADMINISTRATIVE SUPPORT:

Name	Position	Effective Date
Jennifer York	Medicaid/Home Study Coordinator, Macon Piatt	April 19, 2024

#### SECURITY PERSONNEL:

Name	Position	Effective Date
Maggie Hale	School Security Officer, Hope Academy	April 26, 2024

#### SCHEDULE B PERSONNEL:

Name	Position	Effective Date
Heather Eston	MS Girls Track Coach, Dennis	April 8, 2024
Samuel Mills	Social Studies Department Head, Eisenhower	End of the 2023-2024 School Year

#### **OUTREACH PERSONNEL:**

Name	Position	Effective Date
Melinda Armstrong	Hourly School Nurse, Parsons	May 30, 2024

#### EXTENDED DAY:

Name	Position	Effective Date
Nicolas Girard	Non Certified Staff, Muffley	April 12, 2024
Maggie Hale	Extended Day Security, Hope Academy	April 26, 2024

### **COMPENSATION RECOMMENDATIONS:**

• The following staff members should be compensated \$2,000.00 for participating in Teacher Vacancy Grant on April 10 at Keil:

Caroline Moore

Elizabeth Herbord

Adaujria Banner

• The following staff members should be compensated for participating in ISBE School Improvement Planning on April 5, 2024 at SDMS:

Jared Lamb	\$75.00	Stephen Massey	\$33.00
Matt Grossman	\$75.00	Ashlee Smith	\$33.00
Jenny Kosiec-Melton	\$75.00	Kathleen Outzen	\$33.00
Tami Roberts	\$33.00	Penny Jones	\$33.00
Atalece Bird	\$33.00	Debbie Boerger	\$33.00
Merry Lanker	\$33.00	Mark Sayers	\$33.00
William Pitts	\$33.00		

• The following staff members should be compensated for participating in ISBE School Improvement Planning on April 3, 2024 at SDMS:

Jared Lamb	\$75.00	Stephen Massey	\$33.00
Matt Grossman	\$75.00	Ashlee Smith	\$33.00
Jenny Kosiec-Melton	\$75.00	Penny Jones	\$33.00
Tami Roberts	\$33.00	Debbie Boerger	\$33.00
Atalece Bird	\$33.00	Mark Sayers	\$33.00
William Pitts	\$33.00		

• The following staff members should be compensated for participating in ISBE School Improvement Planning on April 10, 2024 at SDMS:

Jared Lamb	\$75.00	William Pitts	\$33.00
Matt Grossman	\$75.00	Ashlee Smith	\$33.00
Jenny Kosiec-Melton	\$75.00	Penny Jones	\$33.00
Tami Roberts	\$33.00	Debbie Boerger	\$33.00
Atalece Bird	\$33.00	Mark Sayers	\$33.00
Merry Lanker	\$33.00		

• The following staff members should be compensated for participating in School Leadership Team on April 8, 2024 at Franklin Grove:

Heather England	\$150.00	Blair Paulson	\$66.00
Carolynn Keizer	\$66.00	Melissa Schulz	\$66.00

• The following staff members should be compensated for participating in MTSS Planning and Preparation on January 31, 2024 at Muffley:

Linda Stubblefield	\$66.00	Kaelee Queary	\$66.00
Nicole Long	\$66.00	Stacey Long	\$66.00
Lisa Wherry	\$33.00	Krissty Jackson	\$66.00
Tara Pitt	\$49.50	Ferlaxnes Carson	\$33.00
Ashley Knox	\$66.00	<b>Qwedia Sanders</b>	\$66.00

• The following staff members should be compensated for participating in After School Tutoring on March 1-15, 2024 at Eisenhower:

Laura Ash	\$858.00	Christina Menna	\$156.75
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Patricia Brackett	\$198.00	Brett Palmer	\$49.50
Megan Flanigan	\$99.00		

• The following staff members should be compensated for participating in MTSS Pre/Plan Work Sessions from March 18-21, 2024 at Parsons:

Andrea Wakeland	\$198.00	Elizabeth Case	\$198.00
Olivia Mannlein	\$198.00	Grace Oxley	\$132.00
Yocelyng Stark	\$66.00	Theressa Tozer	\$198.00
C Roxann Kennedy	\$132.00	Kylie Hale	\$66.00
Kathryn Rodgers	\$132.00	Sheree Park	\$132.00
Julie Mower	\$66.00	Hannah Bird	\$66.00
Ashley Guntle	\$132.00	Carrie Sager	\$132.00
Kandice Michener	\$66.00	Jaime Goodman	\$33.00
Colleen Johnson	\$198.00	Lyndsay Lemanczyk	\$66.00

• The following staff members should be compensated for participating in MTSS Pre/Plan Work Sessions from March 11-14, 2024 at Parsons:

Andrea Wakeland	\$198.00	Colleen Johnson	\$198.00
Olivia Mannlein	\$66.00	Elizabeth Case	\$198.00
Yocelyng Stark	\$66.00	Grace Oxley	\$66.00
C Roxann Kennedy	\$66.00	Theressa Tozer	\$132.00
Kathryn Rodgers	\$66.00	Kylie Hale	\$66.00
Julie Mower	\$132.00	Sheree Park	\$198.00
Ashley Guntle	\$66.00	Hannah Bird	\$66.00
Kandice Michener	\$198.00		

• The following staff members should be compensated **\$33.00** for participating in PBIS Meeting on February 7, 2024 at Hope Academy:

Alexandria Pomorin Cheryl Lynn Remmert

Elizabeth Allison

• The following staff members should be compensated for participating in ILT Meeting on December 18, 2023 at Hope Academy:

1		
\$187.50	Heidi Beck	\$187.50
\$187.50	Marcy Braden	\$82.50
\$82.50	Bailey Salyards	\$82.50
\$82.50	Elizabeth Allison	\$82.50
\$82.50	Brandon Jelks	\$187.50
\$82.50		
	\$187.50 \$82.50 \$82.50 \$82.50	\$187.50 Marcy Braden \$82.50 Bailey Salyards \$82.50 Elizabeth Allison \$82.50 Brandon Jelks

• The following staff members should be compensated \$33.00 for participating in Data Review Team on April 4, 2024 at Muffley:

Megan Noel Jessica Meier JoBeth Sweeney Jamie Reed • The following staff members should be compensated \$33.00 for participating in Instructional

Leadership Team on April 9, 2024 at Muffley:

Kelly BaileyJamie ReedMegan NoelCarla GibersonLibby KirklandAshley Robinson

Susan Barnes Diane Orr

Melissa Prasun

# EXECUTIVE DIRECTOR OF INNOVATIVE PROGRAMS AND STRATEGIC PLANNING CONTRACT Fiscal Year 2024-2026

This Contract made between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and **Ashley Grayned**, (hereinafter "the Executive Director of Innovative Programs and Strategic Planning"), ratified at the meeting of the Board held on April 23, 2024, as found in the minutes of that meeting.

#### IT IS AGREED:

- **1. Employment.** The Executive Director of Innovative Programs and Strategic Planning is hereby hired and retained from July 1, 2024 to June 30, 2026, as the Executive Director of Innovative Programs and Strategic Planning for the District.
- 2. **Duties.** The duties and responsibilities of the Executive Director of Innovative Programs and Strategic Planning shall be all those duties incident to the office of the Executive Director of Innovative Programs and Strategic Planning as set forth in the job description, a copy of which can be found in the employee's file; those obligations imposed by the law of the State of Illinois upon the Executive Director of Innovative Programs and Strategic Planning; and to perform such other duties normally performed by the Executive Director of Innovative Programs and Strategic Planning as from time to time may be assigned to the Executive Director of Innovative Programs and Strategic Planning by the Superintendent of Schools or the Board. The work day, work year, contract year, and holidays and holiday pay for the Executive Director of Innovative Programs and Strategic Planning shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **3.** Salary. The Board shall set the Executive Director of Innovative Programs and Strategic Planning's salary. For the periods extending from July 1, 2024 to June 30, 2025 and July 1, 2025 to June 30, 2026, the Executive Director of Innovative Programs and Strategic Planning shall be paid such annual salary as may be agreed to by the Board, but in no case less than the salary set for the preceding year. (The 2023-2024 fiscal year amount shall not be less than One Hundred Thirty-Three Thousand One Hundred Thirty-Two Dollars and 00/100 (\$133,132.00)). The Executive Director of Innovative Programs and Strategic Planning hereby agrees to devote such time, skill, labor and attention to his employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of the Executive Director of Innovative Programs and Strategic Planning for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of a Board approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Executive Director of Innovative Programs and Strategic Planning, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board approved amendment.
- **4. Pension.** In addition to the salary of the Executive Director of Innovative Programs and Strategic Planning as set forth hereinabove in paragraph 3, the Board shall pay 4.71204% of the salary set forth in paragraph 3 (or 4.5% deducted from the resulting gross. The resulting gross shall be computed by adding the salary in paragraph 3 to 4.71204% of the

salary paragraph 3) as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this contract, shall be creditable earnings for purposes of the Illinois Municipal Retirement Fund pension calculations and the Executive Director of Innovative Programs and Strategic Planning did not have the option of choosing to receive such amount directly instead of having such contribution paid by the employer to the Illinois Municipal Retirement Fund.

- **5. Evaluation.** Annually, but no later than March 1st of each year, the Superintendent or designee shall review with the Executive Director of Innovative Programs and Strategic Planning's progress toward established goals and working relationships among the Superintendent, the District leadership team, other Directors, the faculty, the staff and the community, and shall consider the Executive Director of Innovative Programs and Strategic Planning's annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the Executive Director of Innovative Programs and Strategic Planning in writing within 30 days following the evaluation, pursuant to the District's evaluation plan for Administrators.
- **6. License.** The Executive Director of Innovative Programs and Strategic Planning shall furnish to the Board during the term of this Contract, a valid and appropriate license to act as the Executive Director of Innovative Programs and Strategic Planning in accordance with the laws of the State of Illinois and as directed by the Board.
- 7. Other Work. Permission will be granted in advance by the Superintendent. The Executive Director of Innovative Programs and Strategic Planning may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of job duties. The Executive Director of Innovative Programs and Strategic Planning shall have the responsibility to discuss with the Superintendent and mutually agree to such outside activity in a timely fashion.
- 8. Discharge for Good Cause. Throughout the term of this Contract, the Executive Director of Innovative Programs and Strategic Planning shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the Executive Director of Innovative Programs and Strategic Planning shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Executive Director of Innovative Programs and Strategic Planning chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Executive Director of Innovative Programs and Strategic Planning. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge as provided in this Contract.
- **9. Termination by Contract.** During the term of this Contract, the Board and the Executive Director of Innovative Programs and Strategic Planning may mutually agree, in writing, to terminate this Contract. The termination and/or reclassification at the end of the term of this Contract shall be as provided by law.
- 10. Referrals to the Executive Director of Innovative Programs and Strategic Planning. The Board collectively and individually and the Superintendent shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Executive Director

of Innovative Programs and Strategic Planning for study and recommendation.

- 11. **Professional Activities.** The Executive Director of Innovative Programs and Strategic Planning shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Within budget constraints, such costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs.
- 12. Reimbursement for Use of Personal Car. The Board shall pay the Internal Revenue Service rate to the Executive Director of Innovative Programs and Strategic Planning for vouchered reimbursable mileage expenses incurred by the Executive Director of Innovative Programs and Strategic Planning while using the Executive Director of Innovative Programs and Strategic Planning's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.
- 13. Membership Dues. The Board shall pay the cost of the Executive Director of Innovative Programs and Strategic Planning's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **14. Medical Insurance.** The Executive Director of Innovative Programs and Strategic Planning shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **15. Life Insurance.** The Executive Director of Innovative Programs and Strategic Planning shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **16. Vacation.** The Executive Director of Innovative Programs and Strategic Planning shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 17. Sick Leave and Personal Leave. The Executive Director of Innovative Programs and Strategic Planning shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- Planning be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Executive Director of Innovative Programs and Strategic Planning's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Executive Director of Innovative Programs and Strategic Planning's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Executive Director of Innovative Programs and Strategic Planning shall provide medical evidence of illness to the Board President upon request.

- 19. Criminal Records Check. Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.
- **20. Employment History Review.** Pursuant to 105 ILCS 5/22-94, the Executive Director of Innovative Programs and Strategic Planning shall submit to an employee history review, and shall execute and deliver to the Board of Education all necessary consent and forms necessary to accomplish such task. If the Executive Director of Innovative Programs and Strategic Planning's fails to disclose necessary information, fails to complete and deliver appropriate forms upon demand, or if a subsequent employment history review reveals there has been a report or investigation that did not result in an unfounded or fabricated result, this Contract shall immediately become null and void.
- **21. Notice.** Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To the Board: President, Board of Education Decatur School District No. 61 Keil Administration Building 101 W. Cerro Gordo Street Decatur, Illinois 62523 To the Executive Director of Innovative Programs and Strategic Planning: Ashley Grayned (address on file)

- **22. Headings.** Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.
- 23. Contract Extension. At the end of any year of this Contract, the Board and the Executive Director of Innovative Programs and Strategic Planning may mutually agree to extend the employment of the Executive Director of Innovative Programs and Strategic Planning for a multi-year period of up to five (5) years. In such event, the Board shall take specific action to discontinue this Contract and enter into a multi-year Contract of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify the Executive Director of Innovative Programs and Strategic Planning in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.
- **24. Copies of Contract.** This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- **25. Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights

and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

- **26. Jurisdiction**. This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- **27. Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written.
  - **28. Relevant Law.** This Contract is authorized under the provisions of Illinois law.

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

	Executive Director of Innovative Programs and Strategic Planning
	Board of Education Decatur Public School District No. 61
	By: Board President
ATTEST:	
Board Secretary	

# HUMAN RESOURCES TRANSITION AND LABOR ADMINISTRATOR CONTRACT Fiscal Year 2024-2025

This Contract made between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and **Deanne Hillman**, (hereinafter "the Human Resources Transition and Labor Administrator"), ratified at the meeting of the Board held on April 23, 2024 as found in the minutes of that meeting.

#### IT IS AGREED:

- **1. Employment.** The Board hereby employs the Human Resources Transition and Labor Administrator starting July 1, 2024 to June 30, 2025.
- 2. **Duties.** The duties and responsibilities of the Human Resources Transition and Labor Administrator shall be all those duties incident to the office of the Human Resources Transition and Labor Administrator as set forth in the job description, a copy of which can be found in the employee's file; those obligations imposed by the law of the State of Illinois upon the Human Resources Training and Development Administrator; and to perform such other duties normally performed by the Human Resources Transition and Labor Administrator as from time to time may be assigned to the Human Resources Transition and Labor Administrator by the Superintendent of Schools or the Board. The work day, work year, contract year, and holidays and holiday pay for the Human Resources Transition and Labor Administrator shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (July 13, 2023).
- 3. Salary. The Board shall pay to the Human Resources Transition and Labor Administrator salary of Six Hundred Fifty Dollars and 00/100 Dollars (\$650.00) per day each day she works starting July 1, 2024 to June 30, 2025. The Human Resources Transition and Labor Administrator hereby agrees to devote such time, skill, labor and attention to her employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of the Human Resources Transition and Labor Administrator for the school district and the Board as set forth in this Contract. The salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to employees similarly employed. Any adjustment in salary made during the life of this Contract shall be in the form of an approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Human Resources Transition and Labor Administrator, nor that the termination date of this Contract has been in any way extended unless so stated in a Board approved amendment.
- **4. Pension.** In addition to the salary of the Human Resources Transition and Labor Administrator as set forth hereinabove in paragraph 3, the Board shall pay 4.71204% of the salary set forth in paragraph 3 (or 4.5% deducted from the resulting gross. The resulting gross shall be computed by adding the salary in paragraph 3 to 4.71204% of the salary paragraph 3) as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be considered for this

contract, shall be creditable earnings for purposes of the Illinois Municipal Retirement Fund pension calculations and the Human Resources Transition and Labor Administrator did not have the option of choosing to receive such amount directly instead of having such contribution paid by the employer to the Illinois Municipal Retirement Fund.

- 5. Other Work. Permission will be granted in advance by the Superintendent. The Human Resources Transition and Labor Administrator may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of job duties. The Human Resources Transition and Labor Administrator shall have the responsibility to discuss with the Superintendent and mutually agree to such outside activity in a timely fashion.
- 6. **Discharge for Good Cause.** Discharge for Good Cause. Throughout the term of this Contract, the Human Resources Transition and Labor Administrator shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the Human Resources Transition and Labor Administrator shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Human Resources Transition and Labor Administrator chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Human Resources Transition and Labor Administrator. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge, as provided in this Contract.
- **7. Termination.** This Contract shall terminate at the conclusion of thirty (30) work days or sooner if the tasks assigned to the Human Resources Transition and Labor Administrator are completed sooner and without further notice to the Human Resources Transition and Labor Administrator.
- **8.** Reimbursement for Use of Personal Car. The Board shall pay the Internal Revenue Service rate to the Human Resources Transition and Labor Administrator for vouchered reimbursable mileage expenses incurred by the Human Resources Transition and Labor Administrator while using the Human Resources Transition and Labor Administrator's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.
- 9. **Disability.** Should the Human Resources Transition and Labor Administrator be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Human Resources Transition and Labor Administrator's control, and if such disability continues for sixty (60) days, or if such disability is permanent, irreparable or of such nature as to make the performance of the Human Resources Transition and Labor Administrator's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate.
- 10. Criminal Records Check. Pursuant to 105 ILCS 5/10-21.9, boards of education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If a fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and the subsequent

investigation report reveals there has been such a conviction, this Contract shall immediately become null and void.

- 11. Employment History Review. Pursuant to 105 ILCS 5/22-94, the Human Resources Transition and Labor Administrator shall submit to an employee history review, and shall execute and deliver to the Board of Education all necessary consent and forms necessary to accomplish such task. If the Human Resources Transition and Labor Administrator fails to disclose necessary information, fails to complete and deliver appropriate forms upon demand, or if a subsequent employment history review reveals there has been a report or investigation that did not result in an unfounded or fabricated result, this Contract shall immediately become null and void.
- 12. Notice. Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To the Board:
President, Board of Education
Decatur School District No. 61
Keil Administration Building
101 W. Cerro Gordo Street
Decatur, Illinois 62523

To the Human Resources Transition and Labor Administrator: Deanne Hillman (address on file)

- 13. Headings. Paragraph headings and numbers have been inserted for convenience or reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.
- 14. Copies of Contract. This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- 15. Severability. It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.
- **16. Jurisdiction.** This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- 17. Complete Understanding This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written.
- **18. Relevant Law.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8a.

Human Resources Transition and Labor Administrator
Board of Education Decatur Public School District No. 61
By:Board President

**Board Secretary** 

**IN WITNESS WHEREOF,** the parties have caused this Contract to be executed in their respective names; and in the case of the Board, by its President and attested to by its Secretary, on

#### P12 DIRECTOR OF TEACHING & LEARNING CONTRACT Fiscal Year 2024-2026

This Contract between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board" or "the District") and **Dr. Edwin Robinson** (hereinafter "the P12 Director of Teaching & Learning"), and ratified at the meeting of the Board held on April 23, 2024, as found in the minutes of that meeting.

#### IT IS AGREED:

- 1. Employment. The P12 Director of Teaching & Learning is hereby hired and retained for the extended contract term of July 1, 2024 to June 30, 2026, as the P12 Director of Teaching & Learning for the District.
- 2. Duties. The duties and responsibilities of the P12 Director of Teaching & Learning shall be all those duties incident to the office of the P12 Director of Teaching & Learning as set forth in the job description, a copy of which can be found in the employee's file; those obligations imposed by the law of the State of Illinois upon the P12 Director of Teaching & Learning; and to perform such other duties normally performed by the P12 Director of Teaching & Learning as from time to time may be assigned to the P12 Director of Teaching & Learning by the Superintendent of Schools or the Board. The work day, work year, contract year and holidays and holiday pay for the P12 Director of Teaching & Learning shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **3. Salary.** The Board shall set the salary for the P12 Director of Teaching & Learning. For the periods extending from July 1, 2024 to June 30, 2025 and July 1, 2025 to June 30, 2026, the P12 Director of Teaching & Learning shall be paid such annual salary as may be agreed to by the Board, but in no case less than the salary set for the preceding year. (The 2023-2024 fiscal year amount shall not be less than One Hundred Thirty-One Thousand Six Hundred Fifty-Four and 00/100 (\$131,654.00)). The P12 Director of Teaching & Learning hereby agrees to devote such time, skill, labor and attention to his employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of the P12 Director of Teaching & Learning for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of an approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the P12 Director of Teaching & Learning, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board motion.
- **4. Pension.** In addition to the salary of the P12 Director of Teaching & Learning as set forth hereinabove in paragraph 3, the Board shall pay 9.8901% of the salary set forth in paragraph 3 (or 9% deducted from the resulting gross. The resulting gross shall be computed by adding the salary in paragraph 3 to 9.8901% of the salary paragraph 3) as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this Contract, shall be creditable earnings for purposes of Teacher Retirement System pension calculations and the P12 Director of Teaching & Learning did not have the option of choosing to receive such amount

directly instead of having such contribution paid by the employer to the Teacher Retirement System of the State of Illinois.

- **5. T.H.I.S.** From and out of the salary and pension payments of the P12 Director of Teaching & Learning as set forth hereinabove in paragraphs 3 and 4 the Board shall withhold any such amount as may be required by law, on behalf of the P12 Director of Teaching & Learning to the Teacher Health Insurance Security Fund.
- 6. **Performance Provisions.** This contract is a performance-based contract linked to student performance and academic improvement of the District pursuant to 105 ILCS 5/10-23.8a. The P12 Director of Teaching & Learning shall meet the goals during the term of this Contract. The parties agree the goals and indicators are linked to student performance and academic improvement of the District. In addition to goals set forth in Appendix A hereto, the P12 Director of Teaching & Learning shall meet the obligations, goals, and requirements set forth in the P12 Director of Teaching & Learning's job description for the position. In consideration for performance pursuant to a multi-year agreement, the P12 Director of Teaching & Learning waives acquisition of tenure during the term of this contract.
- **7. Evaluation.** Annually, but no later than March 1<sup>st</sup> of each year, the Superintendent or designee shall review with the P12 Director of Teaching & Learning progress toward established goals and working relationships among the Superintendent, the District leadership team, the faculty, the staff and the community, and shall consider the P12 Director of Teaching & Learning's annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the P12 Director of Teaching & Learning in writing within 30 days following the evaluation, pursuant to the district's evaluation plan for administrators.
- **8. License.** The P12 Director of Teaching & Learning shall furnish to the Board, during the term of this Contract, a valid and appropriate license to act as the P12 Director of Teaching & Learning in accordance with the laws of the State of Illinois and as directed by the Superintendent and Board.
- 9. Other Work. Permission will be granted in advance by the Superintendent. The P12 Director of Teaching & Learning may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of job duties. The P12 Director of Teaching & Learning shall have the responsibility to discuss with the Superintendent and mutually agree to such outside activity in a timely fashion.
- 10. Discharge for Good Cause. Throughout the term of this Contract, the P12 Director of Teaching & Learning shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the P12 Director of Teaching & Learning shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the P12 Director of Teaching & Learning chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the P12 Director of Teaching & Learning. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge, as provided in this Contract.
- 11. Termination by Contract. During the term of this Contract, the Board and the P12 Director of Teaching & Learning may mutually agree, in writing, to terminate this Contract.

- 12. Referrals to the P12 Director of Teaching & Learning. The Board, collectively and individually, and the Superintendent shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the P12 Director of Teaching & Learning for study and recommendation.
- 13. Professional Activities. The P12 Director of Teaching & Learning shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Within budget constraints, such costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs.
- 14. Reimbursement for Use of Personal Car. The Board shall pay the Internal Revenue Service rate to the P12 Director of Teaching & Learning for vouchered reimbursable mileage expenses incurred by the P12 Director of Teaching & Learning while using the P12 Director of Teaching & Learning's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.
- **15. Membership Dues.** The Board shall pay the cost of the P12 Director of Teaching & Learning's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **16. Medical Insurance.** The P12 Director of Teaching & Learning shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 17. Life Insurance. The P12 Director of Teaching & Learning shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **18. Vacation.** The P12 Director of Teaching & Learning shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 19. Sick Leave and Personal Leave. The P12 Director of Teaching & Learning shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 20. Disability. Should the P12 Director of Teaching & Learning be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the P12 Director of Teaching & Learning's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the P12 Director of Teaching & Learning's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The P12 Director of Teaching & Learning shall provide medical evidence of his ability to perform the essential functions of his job to the Board President upon request.
- 21. Criminal Records Check. Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or

attempting to commit the named crimes therein. If the fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.

- **22. Employment History Review.** Pursuant to 105 ILCS 5/22-94, the P12 Director of Teaching & Learning shall submit to an employee history review, and shall execute and deliver to the Board of Education all necessary consent and forms necessary to accomplish such task. If the P12 Director of Teaching & Learning fails to disclose necessary information, fails to complete and deliver appropriate forms upon demand, or if a subsequent employment history review reveals there has been a report or investigation that did not result in an unfounded or fabricated result, this Contract shall immediately become null and void.
- **23. Notice.** Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To the Board:
President, Board of Education
Decatur School District No. 61
Keil Administration Building
101 W. Cerro Gordo Street
Decatur, Illinois 62523

To the P12 Director of Teaching & Learning: Dr. Edwin Robinson (address on file)

- **24. Headings.** Paragraph headings and numbers have been inserted for convenience or reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.
- 25. Contract Extension. At the end of any year of this Contract, the Board and the P12 Director of Teaching & Learning may mutually agree to extend the employment of the P12 Director of Teaching & Learning for a multi-year period of up to five (5) years. In such event, the Board shall take specific action to discontinue this Contract and enter into a multi-year Contract of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify the P12 Director of Teaching & Learning in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.
- **26. Copies of Contract.** This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- **27. Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.
- **28. Jurisdiction**. This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

29.	<b>Complete Und</b>	derstanding.	This Contract	contains all	the terms	agreed	upon by
the parties with	respect to the	subject matter	of this Contra	ct and supers	sedes all pr	ior agre	ements,
arrangements,	and communic	ations between	the parties, w	hether oral o	r written.		

**30. Relevant Law.** This Contract is authorized under the provisions of Illinois law.

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

	P12 Director of Teaching & Learning
	<b>Board of Education</b>
	Decatur Public School District No. 61
	By:
	Board President
TTEST:	

# SUPPORT SERVICES TRAINING AND DEVELOPMENT ADMINISTRATOR CONTRACT Fiscal Year 2025-2026

This Contract made between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and **Dr. Jay Marino** (hereinafter "the Support Services Training and Development Administrator"), ratified at the meeting of the Board held on April 23, 2024 as found in the minutes of that meeting.

#### IT IS AGREED:

- 1. **Employment.** The Support Services Training and Development Administrator is hereby hired and retained from July 1, 2025 to June 30, 2026, as the Support Services Training and Development Administrator for the District.
- **2. Duties.** The duties and responsibilities of the Support Services Training and Development Administrator shall be all those duties incident to the office of the Support Services Training and Development Administrator as set forth in the job description, a copy of which can be found in the employee's file; those obligations imposed by the law of the State of Illinois upon the Support Services Training and Development Administrator; and to perform such other duties normally performed by the Support Services Training and Development Administrator as from time to time may be assigned to the Support Services Training and Development Administrator by the Superintendent of Schools or the Board. The work day, work year, contract year and holidays and holiday pay for the Support Services Training and Development Administrator shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **3. Salary.** The Board shall set the Support Services Training and Development Administrator's salary. For the 2025-2026 fiscal year the amount of the Support Services Training and Development Administrator's salary shall be set by the Board but shall not be less than One Hundred Ninety-Three Thousand Five Hundred Five Dollars and 00/100 (\$193,505.00) per annum and for each subsequent year of the Contract an amount to be determined before the beginning of each subsequent Contract year, but in no case shall the salary be less than the amount for the previous Contract year. The Support Services Training and Development Administrator hereby agrees to devote such time, skill, labor and attention to his employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of the Support Services Training and Development Administrator for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of a Board approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Support Services Training and Development Administrator, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board approved amendment.

- **4. Pension.** In addition to the salary of the Support Services Training and Development Administrator as set forth hereinabove in paragraph 3, the Board shall pay 4.71204% of the salary set forth in paragraph 3 (or 4.5% deducted from the resulting gross. The resulting gross shall be computed by adding the salary in paragraph 3 to 4.71204% of the salary paragraph 3) as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this contract, shall be creditable earnings for purposes of the Illinois Municipal Retirement Fund pension calculations and the Support Services Training and Development Administrator did not have the option of choosing to receive such amount directly instead of having such contribution paid by the employer to the Illinois Municipal Retirement Fund.
- 5. **Evaluation.** Annually, but no later than March 1<sup>st</sup> of each year, the Superintendent or designee shall review with the Support Services Training and Development Administrator progress toward established goals and working relationships among the Superintendent, the District leadership team, principals, the faculty, the staff and the community, and shall consider the Support Services Training and Development Administrator's annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the Support Services Training and Development Administrator in writing within 30 days following the evaluation, pursuant to the district's evaluation plan for administrators.
- **6. License.** The Support Services Training and Development Administrator shall furnish to the Board, during the term of this Contract, a valid and appropriate license to act as the Support Services Training and Development Administrator in accordance with the laws of the State of Illinois and as directed by the Superintendent and Board.
- 7. Other Work. Permission will be granted in advance by the Superintendent. The Support Services Training and Development Administrator may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of job duties. The Support Services Training and Development Administrator shall have the responsibility to discuss with the Superintendent and mutually agree to such outside activity in a timely fashion
- 8. Discharge for Good Cause. Throughout the term of this Contract, the Support Services Training and Development Administrator shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the Support Services Training and Development Administrator shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Support Services Training and Development Administrator chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Support Services Training and Development Administrator. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge, as provided in this Contract.
- **9. Termination by Contract.** During the term of this Contract, the Board and the Support Services Training and Development Administrator may mutually agree, in writing, to terminate this Contract.

- 10. Referrals to the Support Services Training and Development Administrator. The Board, collectively and individually, and the Superintendent shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Support Services Training and Development Administrator for study and recommendation.
- 11. **Professional Activities.** The Support Services Training and Development Administrator shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Within budget constraints, such costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs.
- 12. Reimbursement for Use of Personal Car. The Board shall pay the Internal Revenue Service rate to the Support Services Training and Development Administrator for vouchered reimbursable mileage expenses incurred by the Support Services Training and Development Administrator while using the Support Services Training and Development Administrator's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.
- 13. Membership Dues. The Board shall pay the cost of the Support Services Training and Development Administrator's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **14. Medical Insurance.** The Support Services Training and Development Administrator shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **15. Life Insurance.** The Support Services Training and Development Administrator shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **16. Vacation.** The Support Services Training and Development Administrator shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 17. Sick Leave and Personal Leave. The Support Services Training and Development Administrator shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 18. Disability. Should the Support Services Training and Development Administrator be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Support Services Training and Development Administrator's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is

permanent, irreparable or of such nature as to make the performance of the Support Services Training and Development Administrator's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Support Services Training and Development Administrator shall provide medical evidence of his ability to perform the essential functions of his job to the Board President upon request.

- 19. Criminal Records Check. Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.
- **20. Employment History Review.** Pursuant to 105 ILCS 5/22-94, the Support Services Training and Development Administrator shall submit to an employee history review, and shall execute and deliver to the Board of Education all necessary consent and forms necessary to accomplish such task. If the Support Services Training and Development Administrator fails to disclose necessary information, fails to complete and deliver appropriate forms upon demand, or if a subsequent employment history review reveals there has been a report or investigation that did not result in an unfounded or fabricated result, this Contract shall immediately become null and void
- **21. Notice.** Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To the Board:
President, Board of Education
Decatur School District No. 61
Keil Administration Building
101 W. Cerro Gordo Street
Decatur, Illinois 62523

To the Support Services Training and Development Administrator: Dr. John Jay Marino (address on file)

- **22. Headings.** Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.
- 23. Contract Extension. At the end of any year of this Contract, the Board and the Support Services Training and Development Administrator may mutually agree to extend the employment of the Support Services Training and Development Administrator for a multi-year period of up to five (5) years. In such event, the Board shall take specific action to discontinue this Contract and enter into a multi-year Contract of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify the

Support Services Training and Development Administrator in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.

- **24. Copies of Contract.** This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- **25. Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.
- **26. Jurisdiction**. This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- **27. Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written.
- **28. Relevant Law.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8a.

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

	Support Services Training and Development Administrator
	Board of Education Decatur Public School District No.61
ATTEST:	By: Board President
Board Secretary	

# ASSISTANT SUPERINTENDENT OF TEACHING AND LEARNING CONTRACT Fiscal Year 2024-2026

This Contract is made between the Board of Education, Decatur Public School District No. 61, Decatur, Illinois (hereinafter "the Board" or "the District") and **Dr. Larry Gray** (hereinafter "the Assistant Superintendent of Teaching and Learning"), ratified at the meeting of the Board held on April 23, 2024, as found in the minutes of that meeting.

#### IT IS AGREED:

- 1. **Employment.** The Assistant Superintendent of Teaching and Learning is hereby hired and retained from July 1, 2024 to June 30, 2026, as Assistant Superintendent of Teaching and Learning for the District.
- 2. Duties. The duties and responsibilities of the Assistant Superintendent of Teaching and Learning shall be all those duties incident to the office of the Assistant Superintendent of Teaching and Learning as set forth in the job description, a copy of which can be found in the employee's file; those obligations imposed by the laws of the State of Illinois upon the Assistant Superintendent of Teaching and Learning; and to perform such other duties normally performed by the Assistant Superintendent of Teaching and Learning as from time to time may be assigned to the Assistant Superintendent of Teaching and Learning by the Superintendent of Schools or the Board. The work day, work year, contract year and holidays and holiday pay for the Assistant Superintendent of Teaching and Learning shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **Salary.** The Board shall set the salary for the Assistant Superintendent of Teaching and Learning. For the periods extending from July 1, 2024 to June 30, 2025 and July 1, 2025 to June 30, 2026, the Assistant Superintendent of Teaching and Learning shall be paid such annual salary as may be agreed to by the Board, but in no case less than the salary set for the preceding year. (The 2023-2024 fiscal year amount shall not be less than One Hundred Seventy-Two Thousand Eight Hundred Ninety-Five Dollars and no/100 (\$172,895.00)). The Assistant Superintendent of Teaching and Learning hereby agrees to devote such time, skill, labor and attention to his employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of the Assistant Superintendent of Teaching and Learning for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of an approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Assistant Superintendent of Teaching and Learning, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board motion.
- **4. Pension.** In addition to the salary of the Assistant Superintendent of Teaching and Learning as set forth hereinabove in paragraph 3, the Board shall pay 9.8901% of the salary set forth in paragraph 3 (or 9% deducted from the resulting gross. The resulting gross shall be computed by adding the salary in paragraph 3 to 9.8901% of the salary paragraph 3) as an employer

paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this Contract, shall be creditable earnings for purposes of Teacher Retirement System pension calculations and the Assistant Superintendent of Teaching and Learning did not have the option of choosing to receive such amount directly instead of having such contribution paid by the employer to the Teacher Retirement System of the State of Illinois.

- **5. T.H.I.S.** From and out of the salary and pension payments of the Assistant Superintendent of Teaching and Learning, as set forth hereinabove in paragraphs 3 and 4, the Board shall withhold any such amount as may be required by law, on behalf of the Assistant Superintendent of Teaching and Learning to the Teacher Health Insurance Security Fund.
- 6. Performance Provisions. This contract is a performance-based contract linked to student performance and academic improvement of the District pursuant to 105 ILCS 5/10-23.8a. The Assistant Superintendent of Teaching and Learning shall meet the goals during the term of this Contract. The parties agree the goals and indicators are linked to student performance and academic improvement of the District. In addition to goals set forth in Appendix A hereto, the Assistant Superintendent of Teaching and Learning shall meet the obligations, goals, and requirements set forth in the Assistant Superintendent of Teaching and Learning's job description for the position. In consideration for performance pursuant to a multi-year agreement, the Assistant Superintendent of Teaching and Learning waives acquisition of tenure during the term of this contract.
- **7. Evaluation.** Annually, but no later than March 1<sup>st</sup> of each year, the Superintendent or designee shall review with the Assistant Superintendent of Teaching and Learning progress toward established goals and working relationships among the Superintendent, the District leadership team, principals, the faculty, the staff and the community, and shall consider the Assistant Superintendent of Teaching and Learning's annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the Assistant Superintendent of Teaching and Learning in writing within 30 days following the evaluation, pursuant to the district's evaluation plan for administrators.
- **8. License.** The Assistant Superintendent of Teaching and Learning shall furnish to the Board, during the term of this Contract, a valid and appropriate license to act as the Assistant Superintendent of Teaching and Learning in accordance with the laws of the State of Illinois and as directed by the Superintendent and Board.
- 9. Other Work. Permission will be granted in advance by the Superintendent. The Assistant Superintendent of Teaching and Learning may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of job duties. The Assistant Superintendent of Teaching and Learning shall have the responsibility to discuss with the Superintendent and mutually agree to such outside activity in a timely fashion.
- 10. Discharge for Good Cause. Throughout the term of this Contract, the Assistant Superintendent of Teaching and Learning shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the Assistant Superintendent of Teaching and Learning shall have the right to service of written charges, notice

of hearing and a hearing before the Board. If the Assistant Superintendent of Teaching and Learning chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Assistant Superintendent of Teaching and Learning. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge, as provided in this Contract.

- 11. Termination by Contract. During the term of this Contract, the Board and the Assistant Superintendent of Teaching and Learning may mutually agree, in writing, to terminate this Contract.
- 12. Referrals to the Assistant Superintendent of Teaching and Learning. The Board, collectively and individually, and the Superintendent shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Assistant Superintendent of Teaching and Learning for study and recommendation.
- 13. Professional Activities. The Assistant Superintendent of Teaching and Learning shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Within budget constraints, such costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs.
- 14. Reimbursement for Use of Personal Car. The Board shall pay the Internal Revenue Service rate to the Assistant Superintendent of Teaching and Learning for vouchered reimbursable mileage expenses incurred by the Assistant Superintendent of Teaching and Learning while using the Assistant Superintendent of Teaching and Learning's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.
- 15. Membership Dues. The Board shall pay the cost of the Assistant Superintendent of Teaching and Learning's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **16. Medical Insurance.** The Assistant Superintendent of Teaching and Learning shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 17. Life Insurance. The Assistant Superintendent of Teaching and Learning shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **18. Vacation.** The Assistant Superintendent of Teaching and Learning shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 19. Sick Leave and Personal Leave. The Assistant Superintendent of Teaching and Learning shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).

- 20. Disability. Should the Assistant Superintendent of Teaching and Learning be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Assistant Superintendent of Teaching and Learning's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Assistant Superintendent of Teaching and Learning's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Assistant Superintendent of Teaching and Learning shall provide medical evidence of his ability to perform the essential functions of his job to the Board President upon request.
- 21. Criminal Records Check. Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.
- **22. Residency.** The Assistant Superintendent of Teaching and Learning's residency within the boundaries of the District was required at the time of his employment and shall be required during the entire term of his employment by the District. Failure to establish and maintain residency within the political boundaries of the school district shall be deemed material breach of Contract and shall be sufficient cause to terminate this Contract.
- 23. Employment History Review. Pursuant to 105 ILCS 5/22-94, the Assistant Superintendent of Teaching and Learning shall submit to an employee history review, and shall execute and deliver to the Board of Education all necessary consent and forms necessary to accomplish such task. If the Assistant Superintendent of Teaching and Learning fails to disclose necessary information, fails to complete and deliver appropriate forms upon demand, or if a subsequent employment history review reveals there has been a report or investigation that did not result in an unfounded or fabricated result, this Contract shall immediately become null and void.
- **24. Notice.** Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To the Board:
President, Board of Education
Decatur School District No. 61
Keil Administration Building
101 W. Cerro Gordo Street
Decatur, Illinois 62523

To the Assistant Superintendent of Teaching and Learning:
Dr. Larry Gray
(address on file)

- **25. Headings.** Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.
- 26. Contract Extension. At the end of any year of this Contract, the Board and the Assistant Superintendent of Teaching and Learning may mutually agree to extend the employment of the Assistant Superintendent of Teaching and Learning for a multi-year period of up to five (5) years. In such event, the Board shall take specific action to discontinue this Contract and enter into a multi-year Contract of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify the Assistant Superintendent of Teaching and Learning in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.
- **27. Copies of Contract.** This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- **28. Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.
- **29. Jurisdiction**. This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- **30.** Complete Understanding. This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written.
- **31. Relevant Law.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8a.

the day and year first above written.	<i>y</i> <b>y</b>
	Assistant Superintendent of Teaching and Learning
	Board of Education Decatur Public School District No. 61
	Ву:
	<b>Board President</b>
ATTEST:	
Board Secretary	

**IN WITNESS WHEREOF,** the parties have caused this Contract to be executed in their respective names; and in the case of the Board, by its President and attested to by its Secretary, on

## CHIEF OPERATIONAL OFFICER CONTRACT Fiscal Years 2024-2027

This Contract made between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and **Dr. Michael Curry**, (hereinafter "the Chief Operational Officer"), ratified at the meeting of the Board held on April 23, 2024 as found in the minutes of that meeting.

- **1. Employment.** The Chief Operational Officer is hereby hired and retained for an extended contract term of July 1, 2024 to June 30, 2027, as Chief Operational Officer for the District.
- 2. Duties. The duties and responsibilities of the Chief Operational Officer shall be all those duties incident to the office of the Chief Operational Officer as set forth in the job description, a copy of which can be found in the employee's file; those obligations imposed by the law of the State of Illinois upon the Chief Operational Officer; and to perform such other duties requiring ISBE administrative licensure normally performed by the Chief Operational Officer as from time to time may be assigned to the Chief Operational Officer by the Superintendent of Schools or the Board. Given the Chief Operational Officer's previous experience as a Superintendent of Schools in Illinois, it is expected that he will be a primary resource for Illinois-specific educational issues. The work day, work year, contract year and holidays and holiday pay for the Chief Operational Officer shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- Salary. The Board shall set the salary for the Chief Operational Officer. For the periods extending from July 1, 2024 to June 30, 2025, July 1, 2025 to June 30, 2026, and July 1, 2026 to June 30, 2027, the Chief Operational Officer shall be paid such annual salary as may be agreed to by the Board, but in no case less than the salary set for the preceding year. (The 2023-2024 fiscal year amount shall not be less than One Hundred Seventy-Nine Thousand Four Hundred Seventy-Seven Dollars and no/100 (\$179,477.00)). The Chief Operational Officer hereby agrees to devote such time, skill, labor and attention to his employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Chief Operational Officer for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of an approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Chief Operational Officer, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board motion.
- **4. Pension.** In addition to the salary of the Chief Operational Officer as set forth hereinabove in paragraph 3, the Board shall pay 9.8901% of the salary set forth in paragraph 3 (or 9% deducted from the resulting gross. The resulting gross shall be computed by adding the salary

in paragraph 3 to 9.8901% of the salary in paragraph 3 as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this Contract, shall be creditable earnings for purposes of Teacher Retirement System pension calculations and the Chief Operational Officer did not have the option of choosing to receive such amount directly instead of having such contribution paid by the employer to the Teacher Retirement System of the State of Illinois.

- **5. T.H.I.S.** From and out of the salary and pension payments of the Chief Operational Officer, as set forth hereinabove in paragraphs 3 and 4, the Board shall withhold any such amount as may be required by law, on behalf of the Chief Operational Officer to the Teacher Health Insurance Security Fund.
- 6. **Performance Provisions.** This contract is a performance-based contract linked to student performance and academic improvement of the District pursuant to 105 ILCS 5/10-23.8a. The Chief Operational Officer shall meet the goals during the term of this Contract. The parties agree the goals and indicators are linked to student performance and academic improvement of the District. In addition to goals set forth in Appendix A hereto, the Chief Operational Officer shall meet the obligations, goals, and requirements set forth in the Chief Operational Officer's job description for the position. In consideration for performance pursuant to a multi-year agreement, the Chief Operational Officer waives acquisition of tenure during the term of this contract.
- **7. Evaluation.** Annually, but no later than March 1<sup>st</sup> of each year, the Superintendent or designee shall review with the Chief Operational Officer progress toward established goals and working relationships among the Superintendent, the District leadership team, the faculty, the staff and the community, and shall consider the Chief Operational Officer's annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the Chief Operational Officer in writing within 30 days following the evaluation, pursuant to the district's evaluation plan for administrators.
- **8. License.** The Chief Operational Officer shall furnish to the Board, during the term of this Contract, a valid and appropriate license to act as Chief Operational Officer in accordance with the laws of the State of Illinois and as directed by the Superintendent and Board.
- **9. Other Work.** Permission will be granted in advance by the Superintendent. The Chief Operational Officer may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of job duties. The Chief Operational Officer shall have the responsibility to discuss with the Superintendent and mutually agree to such outside activity in a timely fashion.
- 10. Discharge for Good Cause. Throughout the term of this Contract, the Chief Operational Officer shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the Chief Operational Officer shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Chief Operational Officer chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Chief Operational Officer. Failure to comply with the terms

and conditions of this Contract after notice and a reasonable opportunity to correct, when appropriate, shall also be sufficient cause for purposes of discharge, as provided in this Contract.

- 11. **Termination by Contract.** During the term of this Contract, the Board and the Chief Operational Officer may mutually agree, in writing, to terminate this Contract.
- 12. Referrals to the Chief Operational Officer. The Board, collectively and individually, and the Superintendent shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Chief Operational Officer for study and recommendation.
- 13. Professional Activities. The Chief Operational Officer shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Within budget constraints, such costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs.
- 14. Reimbursement for Use of Personal Car. The Board shall pay the Internal Revenue Service rate to the Chief Operational Officer for vouchered reimbursable mileage expenses incurred by the Chief Operational Officer while using the Chief Operational Officer's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.
- **15. Membership Dues.** The Board shall pay the cost of the Chief Operational Officer's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **16. Medical Insurance.** The Chief Operational Officer shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 17. Life Insurance. The Chief Operational Officer shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **18. Vacation.** The Chief Operational Officer shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 19. Sick Leave and Personal Leave. The Chief Operational Officer shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **20. Disability.** Should the Chief Operational Officer be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Chief Operational Officer's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a

proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Chief Operational Officer's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Chief Operational Officer shall provide medical evidence of his ability to perform the essential functions of his job to the Board President upon request.

- 21. Criminal Records Check. Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.
- **22. Employment History Review.** Pursuant to 105 ILCS 5/22-94, the Chief Operational Officer shall submit to an employee history review, and shall execute and deliver to the Board of Education all necessary consent and forms necessary to accomplish such task. If the Chief Operational Officer fails to disclose necessary information, fails to complete and deliver appropriate forms upon demand, or if a subsequent employment history review reveals there has been a report or investigation that did not result in an unfounded or fabricated result, this Contract shall immediately become null and void.
- **23. Residency.** The Chief Operational Officer's residency within the boundaries of the school district is required by July 1, 2024. Failure to establish and maintain residency within the political boundaries shall be deemed material breach of Contract and shall be sufficient cause to terminate this Contract.
- **24. Notice.** Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To the Board:
President, Board of Education
Decatur School District No. 61
Keil Administration Building
101 W. Cerro Gordo Street
Decatur, Illinois 62523

To the Chief Operational Officer: Dr. Mike Curry (address on file)

- **25. Headings.** Paragraph headings and numbers have been inserted for convenience or reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.
- **26. Contract Extension.** At the end of any year of this Contract, the Board and the Chief Operational Officer may mutually agree to extend the employment of the Chief Operational Officer for a multi-year period of up to five (5) years. In such event, the Board shall take specific

action to discontinue this Contract and enter into a multi-year Contract of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify the Chief Operational Officer in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.

- **27. Copies of Contract.** This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- **28. Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.
- **29. Jurisdiction**. This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- **30.** Complete Understanding. This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written.
- **31. Relevant Law.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8a.

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

	Chief Operational Officer
	Board of Education Decatur Public School District No. 61
ATTEST:	By: Board President
Board Secretary	

## DIRECTOR OF STUDENT SERVICES CONTRACT Fiscal Year 2023-2026

This Contract made between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and **Eldon Conn**, (hereinafter "the Director of Student Services"), ratified at the meeting of the Board held on April 23, 2024 as found in the minutes of that meeting.

- 1. **Employment.** The Director of Student Services is hereby hired and retained for the extended contract term of July 1, 2024 to June 30, 2026, as the Director of Student Services for the District.
- 2. **Duties.** The duties and responsibilities of the Director of Student Services shall be all those duties incident to the office of the Director of Student Services as set forth in the job description, a copy of which can be found in the employee's personnel file; those obligations imposed by the law of the State of Illinois upon the Director of Student Services; and to perform such other duties normally performed by the Director of Student Services as from time to time may be assigned to the Director of Student Services by the Superintendent of Schools, Assistant Superintendent(s) or the Board. The work day, work year, contract year and holidays and holiday pay for the Director of Student Services shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (July 13, 2023).
- **3.** Salary. The Board shall set the Director of Student Service's salary. For the periods extending from July 1, 2024 to June 30, 2025 and July 1, 2025 to June 30, 2026, the Director of Student Services shall be paid such annual salary as may be agreed to by the Board, but in no case less than the salary set for the preceding year. (The 2023-2024 fiscal year amount shall not be less than One Hundred Thirty Thousand Six Hundred Seventy-Four Dollars and no/100 (\$130,674.00)). The Director of Student Services hereby agrees to devote such time, skill, labor and attention to his employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of the Director of Student Services for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of a Board approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Director of Student Services, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board approved amendment.
- **4. Pension.** In addition to the salary of the Director of Student Services as set forth hereinabove in paragraph 3, the Board shall pay 9.8901% of the salary set forth in paragraph 3 (or 9% deducted from the resulting gross. The resulting gross shall be computed by adding the salary in paragraph 3 to 9.8901% of the salary paragraph 3) as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35

- and 81-36. Such payments shall be consideration for this contract, shall be creditable earnings for purposes of Teacher Retirement System pension calculations and the Director of Student Services did not have the option of choosing to receive such amount directly instead of having such contribution paid by the employer to the Teacher Retirement System of the State of Illinois.
- **5. T.H.I.S.** From and out of the salary and pension payments of the Director of Student Services as set forth hereinabove in paragraphs 3 and 4 the Board shall withhold any such amount as may be required by law, on behalf of the Director of Student Services to the Teacher Health Insurance Security Fund.
- 6. **Performance Provisions**. This contract is a performance-based contract linked to student performance and academic improvement of the District of Student Services pursuant to 105 ILCS 5/10-23.8a. The Director of Student Services shall meet the goals during the term of this Contract. The parties agree the goals and indicators are linked to student performance and academic improvement of the District. In addition to goals set forth in Appendix A hereto, the Director of Student Services shall meet the obligations, goals, and requirements set forth in the Director of Student Services' job description for the position. In consideration for performance pursuant to a multi-year agreement, the Director of Student Services waives acquisition of tenure during the term of this contract.
- **7. Evaluation.** Annually, but no later than March 1st of each year, the Assistant Superintendent or designee shall review with the Director of Student Services' progress toward established goals and working relationships among the Superintendent, the District leadership team, other administrative personnel, the faculty, the staff and the community, and shall consider the Director of Student Services' annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the Director of Student Services in writing within 30 days following the evaluation, pursuant to the District's evaluation plan for Administrators.
- **8. License.** The Director of Student Services shall furnish to the Board during the term of this Contract, a valid and appropriate license to act as the Director of Student Services in accordance with the laws of the State of Illinois and as directed by the Board.
- **9. Other Work.** Permission will be granted in advance by the Superintendent. The Director of Student Services may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of job duties. The Director of Student Services shall have the responsibility to discuss with the Superintendent and mutually agree to such outside activity in a timely fashion.
- 10. Discharge for Good Cause. Throughout the term of this Contract, the Director of Student Services shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the Director of Student Services shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Director of Student Services chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Director of Student Services. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge as provided in this Contract.

- 11. Termination by Contract. During the term of this Contract, the Board and the Director of Student Services may mutually agree, in writing, to terminate this Contract. The termination, reassignment and/or reclassification at the end of the term of this Contract shall be as provided by law.
- 12. Referrals to the Director of Student Services. The Board collectively and individually and the Superintendent shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Director of Student Services for study and recommendation.
- 13. Professional Activities. The Director of Student Services shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Within budget constraints, such costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs.
- 14. Reimbursement for Use of Personal Car. The Board shall pay the Internal Revenue Service rate to the Director of Student Services for vouchered reimbursable mileage expenses incurred by the Director of Student Services while using the Director of Student Services' personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.
- **15. Membership Dues.** The Board shall pay the cost of the Director of Student Services' annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (July 13, 2023).
- **16. Medical Insurance.** The Director of Student Services shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (July 13, 2023).
- 17. Life Insurance. The Director of Student Services shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (July 13, 2023).
- **18. Vacation.** The Director of Student Services shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (July 13, 2023).
- 19. Sick Leave and Personal Leave. The Director of Student Services shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (July 13, 2023).
- **20. Disability.** Should the Director of Student Services be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Director of Student Services' control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any

school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Director of Student Services' duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Director of Student Services shall provide medical evidence of illness to the Board President upon request.

- 21. Criminal Records Check. Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.
- **22. Employment History Review.** Pursuant to 105 ILCS 5/22-94, the Director of Student Services shall submit to employee history review, and shall execute and deliver to the Board of Education all necessary consent and forms necessary to accomplish such task. If the Director of Student Services fails to disclose necessary information, fails to complete and deliver appropriate forms upon demand, or if a subsequent employment history review reveals there has been a report or investigation that did not result in an unfounded or fabricated result, this Contract shall immediately become null and void.
- **23. Notice.** Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To the Board:
President, Board of Education
Decatur School District No. 61
Keil Administration Building
101 W. Cerro Gordo Street
Decatur, Illinois 62523

To the Director of Student Services: Eldon Conn (address on file)

- **24. Headings.** Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.
- **25. Contract Extension.** At the end of any year of this Contract, the Board and the Director of Student Services may mutually agree to extend the employment of the Director of Student Services for a multi-year period of up to five (5) years. In such event, the Board shall take specific action to discontinue this Contract and enter into a multi-year Contract of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify the Director of Student Services in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.

- **26. Copies of Contract.** This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- **27. Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.
- **28. Jurisdiction**. This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- **29**. **Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written.
- **30. Relevant Law.** This Contract is authorized under the provisions of the Illinois School Code, 105 ILCS 5/10-23.8a.

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

	Director of Student Services
	Board of Education Decatur Public School District No. 61
	By: Board President
ATTEST:	
Board Secretary	

## COORDINATOR OF SCHOOL HEALTH SERVICES CONTRACT Fiscal Year 2023-2026

This Contract made between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board" or "the District") and **Lorie Frame** (hereinafter "the Coordinator of School Health Services"), and ratified at the meeting of the Board held on April 23, 2024, as found in the minutes of that meeting.

- 1. **Employment.** The Coordinator of School Health Services is hereby hired and retained from July 1, 2023, to June 30, 2026, as the Coordinator of School Health Services for the District.
- 2. **Duties.** The duties and responsibilities of the Coordinator of School Health Services shall be all those duties incident to the office of the Coordinator of School Health Services as set forth in the job description, a copy of which can be found in the employee's file; those obligations imposed by the laws of the State of Illinois upon the Coordinator of School Health Services; and to perform such other duties normally performed by the Coordinator of School Health Services as from time to time may be assigned to the Coordinator of School Health Services by the Superintendent of Schools or the Board. The work day, work year, contract year and holidays and holiday pay for the Coordinator of School Health Services shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 3. Salary. The Board shall set the salary for the Coordinator of School Health Services. For the 2023-2024 year the amount of the Coordinator of School Health Services' salary shall be set by the Board but shall not be less than **One Hundred Two Thousand Three Hundred** Sixty-Seven Dollars and no/100 (\$102,367.00) per annum. For the periods extending from July 1, 2024 to June 30, 2025 and July 1, 2025 to June 30, 2026, the Coordinator of School Health Services shall be paid such annual salary as may be agreed to by the Board, but in no case less than the salary set for the preceding year. The Coordinator of School Health Services hereby agrees to devote such time, skill, labor and attention to her employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of the Coordinator of School Health Services for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of an approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Coordinator of School Health Services, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board motion.
- **4. Pension.** In addition to the salary of the Coordinator of School Health Services as set forth hereinabove in paragraph 3, the Board shall pay 9.8901% of the salary set forth in paragraph 3 (or 9% deducted from the resulting gross. The resulting gross shall be computed by

adding the salary in paragraph 3 to 9.8901% of the salary in paragraph 3 as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this Contract, shall be creditable earnings for purposes of Teacher Retirement System pension calculations and the Coordinator of School Health Services did not have the option of choosing to receive such amount directly instead of having such contribution paid by the employer to the Teacher Retirement System of the State of Illinois.

- **5. T.H.I.S**. From and out of the salary and pension payments of the Coordinator of School Health Services, as set forth hereinabove in paragraphs 3 and 4, the Board shall withhold any such amount as may be required by law, on behalf of the Coordinator of School Health Services to the Teacher Health Insurance Security Fund.
- 6. **Performance Provisions.** This contract is a performance-based contract linked to student performance and academic improvement of the District pursuant to 105 ILCS 5/10-23.8a. The Coordinator of School Health Services shall meet the goals during the term of this Contract. The parties agree the goals and indicators are linked to student performance and academic improvement of the District. In addition to goals set forth in Appendix A hereto, the Coordinator of School Health Services shall meet the obligations, goals, and requirements set forth in the Coordinator of School Health Services' job description for the position. In consideration for performance pursuant to a multi-year agreement, the Coordinator of School Health Services waives acquisition of tenure during the term of this contract.
- **7. Evaluation.** Annually, but no later than March 1st of each year, the Assistant Superintendent or designee shall review with the Coordinator of School Health Services' progress toward established goals and working relationships among the Superintendent, the District leadership team, the Principal, the faculty, the staff and the community, and shall consider the Coordinator of School Health Services' annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the Coordinator of School Health Services in writing within 30 days following the evaluation, pursuant to the District's evaluation plan for Administrators.
- **8. License.** The Coordinator of School Health Services shall furnish to the Board, during the term of this Contract, a valid and appropriate license to act as the Coordinator of School Health Services in accordance with the laws of the State of Illinois and as directed by the Superintendent and Board.
- 9. Other Work. Permission will be granted in advance by the Superintendent. The Coordinator of School Health Services may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of job duties. The Coordinator of School Health Services shall have the responsibility to discuss with the Superintendent and mutually agree to such outside activity in a timely fashion.
- 10. Discharge for Good Cause. Throughout the term of this Contract, the Coordinator of School Health Services shall be subject to discharge for good cause provided, however, that the

Board shall not arbitrarily or capriciously call for dismissal and that the Coordinator of School Health Services shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Coordinator of School Health Services chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Coordinator of School Health Services. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge, as provided in this Contract.

- 11. **Termination by Contract.** During the term of this Contract, the Board and the Coordinator of School Health Services may mutually agree, in writing, to terminate this Contract.
- 12. Referrals to the Coordinator of School Health Services. The Board, collectively and individually, and the Superintendent shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Coordinator of School Health Services for study and recommendation.
- 13. Professional Activities. The Coordinator of School Health Services shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Within budget constraints, such costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs.
- 14. Reimbursement for Use of Personal Car. The Board shall pay the Internal Revenue Service rate to the Coordinator of School Health Services for vouchered reimbursable mileage expenses incurred by the Coordinator of School Health Services while using the Coordinator of School Health Services's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.
- 15. Membership Dues. The Board shall pay the cost of the Coordinator of School Health Services' annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **16. Medical Insurance.** The Coordinator of School Health Services shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 17. Life Insurance. The Coordinator of School Health Services shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **18. Vacation.** The Coordinator of School Health Services shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 19. Sick Leave and Personal Leave. The Coordinator of School Health Services shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).

- 20. Disability. Should the Coordinator of School Health Services be unable to perform the duties and obligations of this Contract by reason of illness, accident or other cause beyond the Coordinator of School Health Services' control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Coordinator of School Health Services' duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Coordinator of School Health Services shall provide medical evidence of her ability to perform the essential functions of her job to the Board President upon request.
- 21. Criminal Records Check. Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.
- **22. Employment History Review.** Pursuant to 105 ILCS 5/22-94, the Coordinator of School Health Services shall submit to an employee history review, and shall execute and deliver to the Board of Education all necessary consent and forms necessary to accomplish such task. If the Coordinator of School Health Services fails to disclose necessary information, fails to complete and deliver appropriate forms upon demand, or if a subsequent employment history review reveals there has been a report or investigation that did not result in an unfounded or fabricated result, this Contract shall immediately become null and void.
- **23. Notice.** Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To the Board:
President, Board of Education
Decatur School District No. 61
Keil Administration Building
101 W. Cerro Gordo Street
Decatur, Illinois 62523

To the Coordinator of School Health Services: Lorie Frame (address on file)

- **24. Headings.** Paragraph headings and numbers have been inserted for convenience or reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.
- **25. Contract Extension.** At the end of any year of this Contract, the Board and the Coordinator of School Health Services may mutually agree to extend the employment of the Coordinator of School Health Services for a multi-year period of up to five (5) years. In such event, the Board shall take specific action to discontinue this Contract and enter into a multi-year Contract

of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify the Coordinator of School Health Services in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.

- **26. Copies of Contract.** This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- **27. Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.
- **28. Jurisdiction**. This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- **29. Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written.
- **30. Relevant Law.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8a.

· · · · · · · · · · · · · · · · · · ·	arties have caused this Contract to be executed in their ard, by its President and attested to by its Secretary, on
	Coordinator of School Health Services
	Board of Education Decatur Public School District No. 61
	By: Board President
ATTEST:	
Roard Secretary	

## P12 DIRECTOR OF TEACHING & LEARNING CONTRACT Fiscal Year 2024-2026

This Contract made between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board" or "the District") and **Mary Brady** (hereinafter "the P12 Director of Teaching & Learning"), and ratified at the meeting of the Board held on April 23, 2024, as found in the minutes of that meeting.

- **1. Employment.** The P12 Director of Teaching & Learning is hereby hired and retained from July 1, 2024, to June 30, 2026, as the P12 Director of Teaching & Learning for the District.
- 2. **Duties.** The duties and responsibilities of the P12 Director of Teaching & Learning shall be all those duties incident to the office of the P12 Director of Teaching & Learning as set forth in the job description, a copy of which can be found in the employee's file; those obligations imposed by the laws of the State of Illinois upon the P12 Director of Teaching & Learning; and to perform such other duties normally performed by the P12 Director of Teaching & Learning as from time to time may be assigned to the P12 Director of Teaching & Learning by the Assistant Superintendent, Superintendent of Schools or the Board. The work day, work year, contract year and holidays and holiday pay for the P12 Director of Teaching & Learning shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 3. Salary. The Board shall set the salary for the P12 Director of Teaching & Learning. For the periods extending from July 1, 2024 to June 30, 2025 and July 1, 2025 to June 30, 2026, the P12 Director of Teaching & Learning shall be paid such annual salary as may be agreed to by the Board, but in no case less than the salary set for the preceding year. (The 2023-2024 fiscal year amount shall not be less than One Hundred Thirty-One Thousand Six Hundred Fifty-Four Dollars and no/100 (\$131,654.00)). The P12 Director of Teaching & Learning hereby agrees to devote such time, skill, labor and attention to her employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of the P12 Director of Teaching & Learning for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of an approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the P12 Director of Teaching & Learning, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board motion.
- **4. Pension.** In addition to the salary of the P12 Director of Teaching & Learning as set forth hereinabove in paragraph 3, the Board shall pay 9.8901% of the salary set forth in paragraph 3 (or 9% deducted from the resulting gross. The resulting gross shall be computed by adding the salary in paragraph 3 to 9.8901% of the salary in paragraph 3 as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and

Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this Contract, shall be creditable earnings for purposes of Teacher Retirement System pension calculations and the P12 Director of Teaching & Learning did not have the option of choosing to receive such amount directly instead of having such contribution paid by the employer to the Teacher Retirement System of the State of Illinois.

- **5. T.H.I.S.** From and out of the salary and pension payments of the P12 Director of Teaching & Learning as set forth hereinabove in paragraphs 3 and 4 the Board shall withhold any such amount as may be required by law, on behalf of the P12 Director of Teaching & Learning to the Teacher Health Insurance Security Fund.
- 6. Performance Provisions. This contract is a performance-based contract linked to student performance and academic improvement of the District pursuant to 105 ILCS 5/10-23.8a. The P12 Director of Teaching & Learning shall meet the goals during the term of this Contract. The parties agree the goals and indicators are linked to student performance and academic improvement of the District. In addition to goals set forth in Appendix A hereto, the P12 Director of Teaching & Learning shall meet the obligations, goals, and requirements set forth in the P12 Director of Teaching & Learning's job description for the position. In consideration for performance pursuant to a multi-year agreement, the P12 Director of Teaching & Learning waives acquisition of tenure during the term of this contract.
- **7. Evaluation.** Annually, but no later than March 1st of each year, the Assistant Superintendent or designee shall review with the P12 Director of Teaching & Learning her progress toward established goals and working relationships among the Superintendent, the District leadership team, the faculty, the staff and the community, and shall consider the P12 Director of Teaching & Learning's annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the P12 Director of Teaching & Learning in writing within 30 days following the evaluation, pursuant to the District's evaluation plan for Administrators.
- **8. License.** The P12 Director of Teaching & Learning shall furnish to the Board, during the term of this Contract, a valid and appropriate license to act as the P12 Director of Teaching & Learning in accordance with the laws of the State of Illinois and as directed by the Superintendent and Board.
- 9. Other Work. Permission will be granted in advance by the Superintendent. The P12 Director of Teaching & Learning may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of job duties. The P12 Director of Teaching & Learning shall have the responsibility to discuss with the Superintendent and mutually agree to such outside activity in a timely fashion.
- 10. Discharge for Good Cause. Throughout the term of this Contract, the P12 Director of Teaching & Learning shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the P12 Director of Teaching & Learning shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the P12 Director of Teaching & Learning chooses to be accompanied by counsel at

such a hearing, all such personal expenses shall be paid by the P12 Director of Teaching & Learning. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge, as provided in this Contract.

- 11. Termination by Contract. During the term of this Contract, the Board and the P12 Director of Teaching & Learning may mutually agree, in writing, to terminate this Contract.
- 12. Referrals to the P12 Director of Teaching & Learning. The Board, collectively and individually, and the Superintendent shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the P12 Director of Teaching & Learning for study and recommendation.
- 13. Professional Activities. The P12 Director of Teaching & Learning shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Within budget constraints, such costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs.
- 14. Reimbursement for Use of Personal Car. The Board shall pay the Internal Revenue Service rate to the P12 Director of Teaching & Learning for vouchered reimbursable mileage expenses incurred by the P12 Director of Teaching & Learning while using the P12 Director of Teaching & Learning's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.
- **15. Membership Dues.** The Board shall pay the cost of the P12 Director of Teaching & Learning's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **16. Medical Insurance.** The P12 Director of Teaching & Learning shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 17. Life Insurance. The P12 Director of Teaching & Learning shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **18. Vacation.** The P12 Director of Teaching & Learning shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 19. Sick Leave and Personal Leave. The P12 Director of Teaching & Learning shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **20. Disability.** Should the P12 Director of Teaching & Learning be unable to perform the duties and obligations of this Contract by reason of illness, accident or other cause beyond the P12 Director of Teaching & Learning' control and such disability exists after the exhaustion of

accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the P12 Director of Teaching & Learning's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The P12 Director of Teaching & Learning shall provide medical evidence of his/her ability to perform the essential functions of his/her job to the Board President upon request.

- 21. Criminal Records Check. Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.
- **22. Employment History Review**. Pursuant to 105 ILCS 5/22-94, the P12 Director of Teaching & Learning shall submit to employee history review, and shall execute and deliver to the Board of Education all necessary consent and forms necessary to accomplish such task. If the P12 Director of Teaching & Learning fails to disclose necessary information, fails to complete and deliver appropriate forms upon demand, or if a subsequent employment history review reveals there has been a report or investigation that did not result in an unfounded or fabricated result, this Contract shall immediately become null and void.
- **23. Notice.** Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To the Board: President, Board of Education Decatur School District No. 61 Keil Administration Building 101 W. Cerro Gordo Street Decatur, Illinois 62523 To the P12 Director of Teaching & Learning: Mary Brady (address on file)

- **24. Headings.** Paragraph headings and numbers have been inserted for convenience or reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.
- **25. Contract Extension.** At the end of any year of this Contract, the Board and the P12 Director of Teaching & Learning may mutually agree to extend the employment of the P12 Director of Teaching & Learning for a multi-year period of up to five (5) years. In such event, the Board shall take specific action to discontinue this Contract and enter into a multi-year Contract of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this

Contract for one additional year, and shall notify the P12 Director of Teaching & Learning in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.

- **26. Copies of Contract.** This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- **27. Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.
- **28. Jurisdiction**. This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- **29. Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written.
- **30. Relevant Law.** This Contract is authorized under the provisions of 105 ILCS 5/10-23.8a.

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

	P12 Director of Teaching & Learning
	Board of Education Decatur Public School District No. 61
TTEST:	By: Board President
Board Secretary	_

## DIRECTOR OF INFORMATION TECHNOLOGY CONTRACT Fiscal Year 2023-2026

This Contract made between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and **Maurice Payne**, (hereinafter "the Director of Information Technology"), ratified at the meeting of the Board held on April 23, 2024, as found in the minutes of that meeting.

- **1. Employment.** The Director of Information Technology is hereby hired and retained for the extended contract term of July 1, 2023 to June 30, 2026, as the Director of Information Technology for the District.
- 2. **Duties.** The duties and responsibilities of the Director of Information Technology shall be all those duties incident to the office of the Director of Information Technology as set forth in the job description, a copy of which can be found in the employee's file; those obligations imposed by the law of the State of Illinois upon the Director of Information Technology; and to perform such other duties normally performed by the Director of Information Technology as from time to time may be assigned to the Director of Information Technology by the Superintendent of Schools or the Board. The work day, work year, contract year and holidays and holiday pay for the Director of Information Technology shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **3.** Salary. The Board shall set the Director of Information Technology's salary. For the 2023-2024 fiscal year the amount of the Director of Information Technology's salary shall be set by the Board but shall not less than One Hundred Eighteen Thousand Nine Hundred Fifty-Eight Dollars and 00/100 (\$118,958.00) per annum. For the periods extending from July 1, 2024 to June 30, 2025 and July 1, 2025 to June 30, 2026, the Director of Information Technology shall be paid such annual salary as may be agreed to by the Board, but in no case less than the salary set for the preceding year. The Director of Information Technology hereby agrees to devote such time, skill, labor and attention to his employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of the Director of Information Technology for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of a Board approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Director of Information Technology, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board approved amendment.
- **4. Pension.** In addition to the salary of the Director of Information Technology as set forth hereinabove in paragraph 3, the Board shall pay 4.71204% of the salary set forth in paragraph 3 (or 4.5% deducted from the resulting gross. The resulting gross shall be computed by adding the salary in paragraph 3 to 4.71204% of the salary paragraph 3) as an employer paid pension

contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this contract, shall be creditable earnings for purposes of the Illinois Municipal Retirement Fund pension calculations and Director of Information Technology did not have the option of choosing to receive such amount directly instead of having such contribution paid by the employer to the Illinois Municipal Retirement Fund.

- 5. **Evaluation.** Annually, but no later than March 1st of each year, the Assistant Superintendent or designee shall review with the Director of Information Technology's progress toward established goals and working relationships among the Superintendent, the District leadership team, other Directors, the faculty, the staff and the community, and shall consider the Director of Information Technology's annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the Director of Information Technology in writing within 30 days following the evaluation, pursuant to the District's evaluation plan for Administrators.
- **6. License.** The Director of Information Technology shall furnish to the Board during the term of this Contract, a valid and appropriate license to act as the Director of Information Technology in accordance with the laws of the State of Illinois and as directed by the Board.
- **7. Other Work.** Permission will be granted in advance by the Superintendent. The Director of Information Technology may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of job duties. The Director of Information Technology shall have the responsibility to discuss with the Superintendent and mutually agree to such outside activity in a timely fashion.
- 8. Discharge for Good Cause. Throughout the term of this Contract, the Director of Information Technology shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the Director of Information Technology shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Director of Information Technology chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Director of Information Technology. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge as provided in this Contract.
- **9. Termination by Contract.** During the term of this Contract, the Board and the Director of Information Technology may mutually agree, in writing, to terminate this Contract. The termination and/or reclassification at the end of the term of this Contract shall be as provided by law.
- 10. Referrals to the Director of Information Technology. The Board collectively and individually and the Superintendent shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Director of Information Technology for study and recommendation.

- 11. Professional Activities. The Director of Information Technology shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Within budget constraints, such costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs.
- 12. Reimbursement for Use of Personal Car. The Board shall pay the Internal Revenue Service rate to the Director of Information Technology for vouchered reimbursable mileage expenses incurred by the Director of Information Technology while using the Director of Information Technology's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.
- 13. Membership Dues. The Board shall pay the cost of the Director of Information Technology's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **14. Medical Insurance.** The Director of Information Technology shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **15. Life Insurance.** The Director of Information Technology shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **16. Vacation.** The Director of Information Technology shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 17. Sick Leave and Personal Leave. The Director of Information Technology shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 18. Disability. Should the Director of Information Technology be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Director of Information Technology's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Director of Information Technology's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Director of Information Technology shall provide medical evidence of illness to the Board President upon request.
- 19. Criminal Records Check. Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or

attempting to commit the named crimes therein. If the fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.

- **20. Employment History Review.** Pursuant to 105 ILCS 5/22-94, the Director of Information Technology shall submit to an employee history review, and shall execute and deliver to the Board of Education all necessary consent and forms necessary to accomplish such task. If the Director of Information Technology fails to disclose necessary information, fails to complete and deliver appropriate forms upon demand, or if a subsequent employment history review reveals there has been a report or investigation that did not result in an unfounded or fabricated result, this Contract shall immediately become null and void.
- **21. Notice.** Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To the Board:
President, Board of Education
Decatur School District No. 61
Keil Administration Building
101 W. Cerro Gordo Street
Decatur, Illinois 62523

To the Director of Information Technology: Maurice Payne (address on file)

- **22. Headings.** Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.
- **23. Contract Extension.** At the end of any year of this Contract, the Board and the Director of Information Technology may mutually agree to extend the employment of the Director of Information Technology for a multi-year period of up to five (5) years. In such event, the Board shall take specific action to discontinue this Contract and enter into a multi-year Contract of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify the Director of Information Technology in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.
- **24. Copies of Contract.** This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- **25. Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and

obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

- **26. Jurisdiction**. This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- **27**. **Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written.
  - **28. Relevant Law.** This Contract is authorized under the provisions of Illinois law.

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

	Director of Information Technology
	Board of Education Decatur Public School District No. 61
	By:
	Board President
ATTEST:	
Board Secretary	

# DIRECTOR OF COMMUNICATIONS & PUBLIC RELATIONS CONTRACT Fiscal Year 2024-2026

This Contract made between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and **Maria Robertson**, (hereinafter "the Director of Communications & Public Relations"), ratified at the meeting of the Board held on April 23, 2024, as found in the minutes of that meeting.

- 1. **Employment.** The Director of Communications & Public Relations is hereby hired and retained from July 1, 2024 to June 30, 2026, as the Director of Communications & Public Relations.
- 2. Duties. The duties and responsibilities of the Director of Communications & Public Relations shall be all those duties incident to the office of the Director of Communications & Public Relations as set forth in the job description, a copy of which can be found in the employee's file; those obligations imposed by the law of the State of Illinois upon the Director of Communications & Public Relations; and to perform such other duties normally performed by the Director of Communications & Public Relations as from time to time may be assigned to the Director of Communications & Public Relations by the Superintendent of Schools or the Board. The work day, work year, contract year and holidays and holiday pay for the Director of Communications & Public Relations shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **Salary.** The Board shall set the Director's salary. For the 2024-2025 fiscal year the amount of the Director of Communications & Public Relations salary shall be set by the Board but shall not less than One Hundred Thirteen Thousand Six Hundred Fifty-Six Dollars and **00/100** (\$113,656.00) per annum. For the periods extending from July 1, 2025 to June 30, 2026, the Director of Communications & Public Relations shall be paid such annual salary as may be agreed to by the Board, but in no case less than the salary set for the preceding year. The Director of Communications & Public Relations hereby agrees to devote such time, skill, labor and attention to his employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of the Director of Communications & Public Relations for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of a Board approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Director of Communications & Public Relations, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board approved amendment.
- **4. Pension.** In addition to the salary of the Director of Communications & Public Relations as set forth hereinabove in paragraph 3, the Board shall pay 4.71204% of the salary set

forth in paragraph 3 (or 4.5% deducted from the resulting gross. The resulting gross shall be computed by adding the salary in paragraph 3 to 4.71204% of the salary paragraph 3) as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this contract, shall be creditable earnings for purposes of the Illinois Municipal Retirement Fund pension calculations and the Director of Communications & Public Relations did not have the option of choosing to receive such amount directly instead of having such contribution paid by the employer to the Illinois Municipal Retirement Fund.

- **5. Evaluation.** Annually, but no later than March 1st of each year, Superintendent or designee shall review with the Director of Communications & Public Relations' progress toward established goals and working relationships among the Superintendent, the District leadership team, other Directors, the faculty, the staff and the community, and shall consider the Director of Communications & Public Relations' annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the Director of Communications & Public Relations in writing within 30 days following the evaluation, pursuant to the District's evaluation plan for Administrators.
- **6. License.** The Director of Communications & Public Relations shall furnish to the Board during the term of this Contract, a valid and appropriate license to act as the Director of Communications & Public Relations in accordance with the laws of the State of Illinois and as directed by the Board.
- 7. Other Work. Permission will be granted in advance by the Superintendent. The Director of Communications & Public Relations may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of job duties. The Director of Communications & Public Relations shall have the responsibility to discuss with the Superintendent and mutually agree to such outside activity in a timely fashion.
- 8. Discharge for Good Cause. Throughout the term of this Contract, the Director of Communications & Public Relations shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the Director of Communications & Public Relations shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Director of Communications & Public Relations chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Director of Communications & Public Relations. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge as provided in this Contract.
- **9. Termination by Contract.** During the term of this Contract, the Board and the Director of Communications & Public Relations may mutually agree, in writing, to terminate this Contract. The termination and/or reclassification at the end of the term of this Contract shall be as provided by law.

- 10. Referrals to the Director of Communications & Public Relations. The Board collectively and individually and the Superintendent shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Director of Communications & Public Relations for study and recommendation.
- 11. Professional Activities. The Director of Communications & Public Relations shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Within budget constraints, such costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs.
- 12. Reimbursement for Use of Personal Car. The Board shall pay the Internal Revenue Service rate to the Director of Communications & Public Relations for vouchered reimbursable mileage expenses incurred by the Director of Communications & Public Relations while using the Director's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.
- **13. Membership Dues.** The Board shall pay the cost of the Director of Communications & Public Relations' annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **14. Medical Insurance.** The Director of Communications & Public Relations shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **15. Life Insurance.** The Director of Communications & Public Relations shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **16. Vacation.** The Director of Communications & Public Relations shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 17. Sick Leave and Personal Leave. The Director of Communications & Public Relations shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 18. Disability. Should the Director of Communications & Public Relations be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Director of Communications & Public Relations' control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable

or of such nature as to make the performance of the Director of Communications & Public Relations' duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Director of Communications & Public Relations shall provide medical evidence of illness to the Board President upon request.

- 19. Criminal Records Check. Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.
- **20. Employment History Review.** Pursuant to 105 ILCS 5/22-94, the Director of Communications & Public Relations shall submit to an employee history review, and shall execute and deliver to the Board of Education all necessary consent and forms necessary to accomplish such task. If the Director of Communications & Public Relations fails to disclose necessary information, fails to complete and deliver appropriate forms upon demand, or if a subsequent employment history review reveals there has been a report or investigation that did not result in an unfounded or fabricated result, this Contract shall immediately become null and void.
- **21. Notice.** Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To the Board:
President, Board of Education
Decatur School District No. 61
Keil Administration Building
101 W. Cerro Gordo Street
Decatur, Illinois 62523

To the Director of Communications & Public Relations:
Maria Robertson
(address on file)

- **22. Headings.** Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.
- 23. Contract Extension. At the end of any year of this Contract, the Board and the Director of Communications & Public Relations may mutually agree to extend the employment of the Director of Communications & Public Relations for a multi-year period of up to five (5) years. In such event, the Board shall take specific action to discontinue this Contract and enter into a multi-year Contract of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify the Director of Communications & Public Relations in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.

- **24. Copies of Contract.** This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- **25. Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.
- **26. Jurisdiction**. This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- 27. Complete Understanding. This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written.
  - **28. Relevant Law.** This Contract is authorized under the provisions of Illinois law.

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

	The Director of Communications & Public Relations
	Board of Education Decatur Public School District No. 61
	By: Board President
ATTEST:	
Board Secretary	

# ASSISTANT DIRECTOR OF FINANCE, GRANTS & SPECIAL PROJECTS CONTRACT Fiscal Year 2023-2026

This Contract made between the Board of Education of Decatur Public School District No. 61, Decatur, Illinois (hereinafter "the Board") and **Mary Ann Schloz**, (hereinafter "the Assistant Director of Finance, Grants & Special Projects"), ratified at the meeting of the Board held on April 23, 2024, as found in the minutes of that meeting.

#### IT IS AGREED:

- 1. **Employment.** The Assistant Director of Finance, Grants & Special Projects is hereby hired and retained for the extended contract term from July 1, 2023, to June 30, 2026, as the Assistant Director of Finance, Grants & Special Projects of Finance for the District.
- **2. Duties.** The duties and responsibilities of the Assistant Director of Finance, Grants & Special Projects shall be all those duties incident to the office of the Assistant Director of Finance, Grants & Special Projects as set forth in the job description, a copy of which can be found in the employee's file; those obligations imposed by the law of the State of Illinois upon the Assistant Director of Finance, Grants & Special Projects; and to perform such other duties normally performed by the Assistant Director of Finance, Grants & Special Projects as from time to time may be assigned to the Assistant Director of Finance, Grants & Special Projects by the Superintendent of Schools or the Board. The work day, work year, contract year and holidays and holiday pay for the Assistant Director of Finance, Grants & Special Projects shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 3. Salary. The Board shall set the salary for the Assistant Director of Finance, Grants & Special Projects. For the 2023-2024 fiscal year the amount of the Assistant Director of Finance, Grants & Special Projects' salary shall be set by the Board but shall not be less than **One Hundred** Thirteen Thousand Seven Hundred Forty-Three Dollars and no/100 (\$113,743.00) per annum. For the periods extending from July 1, 2024 to June 30, 2025 and July 1, 2025 to June 30, 2026, the Assistant Director of Finance, Grants & Special Projects shall be paid such annual salary as may be agreed to by the Board, but in no case less than the salary set for the preceding year. The Assistant Director of Finance, Grants & Special Projects hereby agrees to devote such time, skill, labor and attention to her employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of the Assistant Director of Finance, Grants & Special Projects for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of an approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Assistant Director of Finance, Grants & Special Projects, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board motion.

- **4. Pension.** In addition to the salary of the Assistant Director of Finance, Grants & Special Projects as set forth hereinabove in paragraph 3, the Board shall pay 9.8901% of the salary set forth in paragraph 3 (or 9% deducted from the resulting gross. The resulting gross shall be computed by adding the salary in paragraph 3 to 9.8901% of the salary paragraph 3) as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this contract, shall be creditable earnings for purposes of Teacher Retirement System pension calculations and the Assistant Director of Finance, Grants & Special Projects did not have the option of choosing to receive such amount directly instead of having such contribution paid by the employer to the Teacher Retirement System of the State of Illinois.
- **5. T.H.I.S**. From and out of the salary and pension payments of the Assistant Director of Finance, Grants & Special Projects, as set forth hereinabove in paragraphs 3 and 4, the Board shall withhold any such amount as may be required by law, on behalf of the Assistant Director of Finance, Grants & Special Projects to the Teacher Health Insurance Security Fund.
- 6. **Performance Provisions.** This contract is a performance-based contract linked to student performance and academic improvement of the District pursuant to 105 ILCS 5/10-23.8a. The Assistant Director of Finance, Grants & Special Projects shall meet the goals during the term of this Contract. The parties agree the goals and indicators are linked to student performance and academic improvement of the District. In addition to goals set forth in Appendix A hereto, the Assistant Director of Finance, Grants & Special Projects shall meet the obligations, goals, and requirements set forth in the Assistant Director of Finance, Grants & Special Project's job description for the position. In consideration for performance pursuant to a multi-year agreement, the Assistant Director of Finance, Grants & Special Projects waives acquisition of tenure during the term of this contract.
- 7. **Evaluation.** Annually, but no later than March 1<sup>st</sup> of each year, the Superintendent or designee shall review with the Assistant Director of Finance, Grants & Special Projects' progress toward established goals and working relationships among the Superintendent, the District leadership team, the faculty, the staff and the community, and shall consider the Assistant Director of Finance, Grants & Special Projects' annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the Assistant Director of Finance, Grants & Special Projects in writing within 30 days following the evaluation, pursuant to the district's evaluation plan for administrators.
- **8. License.** The Assistant Director of Finance, Grants & Special Projects shall furnish to the Board, during the term of this Contract, a valid and appropriate license to act as the Assistant Director of Finance, Grants & Special Projects in accordance with the laws of the State of Illinois and as directed by the Superintendent and Board.
- 9. Other Work. Permission will be granted in advance by the Superintendent. The Assistant Director of Finance, Grants & Special may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of job

duties. The Assistant Director of Finance, Grants & Special Projects shall have the responsibility to discuss with the Superintendent and mutually agree to such outside activity in a timely fashion.

- 10. Discharge for Good Cause. Throughout the term of this Contract, the Assistant Director of Finance, Grants & Special Projects shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the Assistant Director of Finance, Grants & Special Projects shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Assistant Director of Finance, Grants & Special Projects chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Assistant Director for Finance, Grants & Special Projects. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge, as provided in this Contract.
- 11. Termination by Contract. During the term of this Contract, the Board and the Assistant Director of Finance, Grants & Special Projects may mutually agree, in writing, to terminate this Contract.
- 12. Referrals to the Assistant Director of Finance, Grants & Special Projects. The Board, collectively and individually, and the Superintendent shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Assistant Director of Finance, Grants & Special Projects for study and recommendation.
- 13. Professional Activities. The Assistant Director of Finance, Grants & Special Projects shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Within budget constraints, such costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs.
- 14. Reimbursement for Use of Personal Car. The Board shall pay the Internal Revenue Service rate to the Assistant Director of Finance, Grants & Special Projects for vouchered reimbursable mileage expenses incurred by the Assistant Director of Finance, Grants & Special Projects while using the Assistant Director of Finance, Grants & Special Projects's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.
- 15. Membership Dues. The Board shall pay the cost of the Assistant Director of Finance, Grants & Special Projects' annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **16. Medical Insurance.** The Assistant Director of Finance, Grants & Special Projects shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 17. Life Insurance. The Assistant Director of Finance, Grants & Special Projects shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).

- **18. Vacation.** The Assistant Director of Finance, Grants & Special Projects shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 19. Sick Leave and Personal Leave. The Assistant Director of Finance, Grants & Special Projects shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **20. Disability.** Should the Assistant Director of Finance, Grants & Special Projects be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Assistant Director of Finance, Grants & Special Projects' control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Assistant Director of Finance, Grants & Special Projects's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Assistant Director of Finance, Grants & Special Projects shall provide medical evidence of her ability to perform the essential functions of her job to the Board President upon request.
- 21. Criminal Records Check. Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.
- **22. Employment History Review.** Pursuant to 105 ILCS 5/22-94, the Assistant Director of Finance, Grants & Special Projects shall submit to an employee history review, and shall execute and deliver to the Board of Education all necessary consent and forms necessary to accomplish such task. If the Assistant Director of Finance, Grants & Special Projects fails to disclose necessary information, fails to complete and deliver appropriate forms upon demand, or if a subsequent employment history review reveals there has been a report or investigation that did not result in an unfounded or fabricated result, this Contract shall immediately become null and void.
- **23. Notice.** Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To the Board: President, Board of Education Decatur School District No. 61 Keil Administration Building 101 W. Cerro Gordo Street Decatur, Illinois 62523 To the Director of Finance, Grants & Special Projects: Mary Ann Schloz (address on file)

- **24. Headings.** Paragraph headings and numbers have been inserted for convenience or reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.
- 25. Contract Extension. At the end of any year of this Contract, the Board and the Assistant Director of Finance, Grants & Special Projects may mutually agree to extend the employment of the Assistant Director of Finance, Grants & Special Projects for a multi-year period of up to five (5) years. In such event, the Board shall take specific action to discontinue this Contract and enter into a multi-year Contract of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify the Assistant Director of Finance, Grants & Special Projects in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.
- **26. Copies of Contract.** This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- **27. Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.
- **28. Jurisdiction**. This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- **29. Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written.
  - **30. Relevant Law.** This Contract is authorized under the provisions of Illinois law.

	Assistant Director of Finance, Grants & Special Projects
	Board of Education Decatur Public School District No. 61
	By: Board President
ATTEST:	
Board Secretary	

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

#### SAFETY & SECURITY ADMINISTRATOR CONTRACT Fiscal Year 2024-2026

This Contract made between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and **Valdimir Talley Jr.**, (hereinafter "the Safety & Security Administrator"), ratified at the meeting of the Board held on April 23, 2024 as found in the minutes of that meeting.

#### IT IS AGREED:

- **1. Employment.** The Safety & Security Administrator is hereby hired and retained from July 1, 2024 to June 30, 2026, as the Safety & Security Administrator for the District.
- 2. **Duties.** The duties and responsibilities of the Safety & Security Administrator shall be all those duties incident to the office of the Safety & Security Administrator as set forth in the job description, a copy of which can be found in the employee's personnel file; those obligations imposed by the law of the State of Illinois upon the Safety & Security Administrator; and to perform such other duties normally performed by the Safety & Security Administrator as from time to time may be assigned to the Safety & Security Administrator by the Superintendent of Schools, Assistant Superintendent(s) or the Board. The work day, work year, contract year and holidays and holiday pay for the Safety & Security Administrator shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **3.** Salary. The Board shall set the Safety & Security Administrator's salary. For the periods extending from July 1, 2024 to June 30, 2025 and July 1, 2025 to June 30, 2026, the Safety & Security Administrator shall be paid such annual salary as may be agreed to by the Board, but in no case less than the salary set for the preceding year. (The 2023-2024 fiscal year amount shall not be less than One Hundred Eighteen Thousand Eight Hundred Sixty-Seven Dollars and 00/100 (\$118,867.00)). The Safety & Security Administrator hereby agrees to devote such time, skill, labor and attention to his employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of the Safety & Security Administrator for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of a Board approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Safety & Security Administrator, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board approved amendment.
- **4. Pension.** In addition to the pro-rated salary of the Safety & Security Administrator as set forth hereinabove in paragraph 3, the Board shall pay 4.71204% of the salary set forth in paragraph 3 (or 4.5% deducted from the resulting gross. The resulting gross shall be computed by adding the salary in paragraph 3 to 4.71204% of the salary paragraph 3) as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and

Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this contract, shall be creditable earnings for purposes of the Illinois Municipal Retirement Fund pension calculations and the Safety & Security Administrator did not have the option of choosing to receive such amount directly instead of having such contribution paid by the employer to the Illinois Municipal Retirement Fund.

- **5. Evaluation.** Annually, but no later than March 1st of each year, the Assistant Superintendent or designee shall review with the Safety & Security Administrator his progress toward established goals and working relationships among the Superintendent, the District leadership team, the Safety & Security Administrator, other administrative personnel, the faculty, the staff and the community, and shall consider the Safety & Security Administrator's annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the Safety & Security Administrator in writing within 30 days following the evaluation, pursuant to the District's evaluation plan for Administrators.
- **6. License.** The Safety & Security Administrator shall furnish to the Board during the term of this Contract, a valid and appropriate license or other relevant credential to act as the Safety & Security Administrator in accordance with the laws of the State of Illinois and as directed by the Board.
- **7. Other Work.** Permission will be granted in advance by the Superintendent. The Safety & Security Administrator may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of job duties. The Safety & Security Administrator shall have the responsibility to discuss with the Superintendent and mutually agree to such outside activity in a timely fashion.
- 8. Discharge for Good Cause. Throughout the term of this Contract, the Safety & Security Administrator shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the Safety & Security Administrator shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Safety & Security Administrator chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Safety & Security Administrator. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge as provided in this Contract.
- **9. Termination by Contract.** During the term of this Contract, the Board and the Safety & Security Administrator may mutually agree, in writing, to terminate this Contract. The termination, reassignment and/or reclassification at the end of the term of this Contract shall be as provided by law.
- 10. Referrals to the Safety & Security Administrator. The Board collectively and individually and the Superintendent shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Safety & Security Administrator for study and recommendation.
  - 11. **Professional Activities.** The Safety & Security Administrator shall be encouraged

to attend appropriate professional meetings at the local, state, and national levels. Within budget constraints, such costs of attendance shall be paid by the Board upon receipt of a full, itemized account of such costs.

- 12. Reimbursement for Use of Personal Car. The Board shall pay the Internal Revenue Service rate to the Safety & Security Administrator for vouchered reimbursable mileage expenses incurred by the Safety & Security Administrator while using the Safety & Security Administrator's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.
- 13. Membership Dues. The Board shall pay the cost of the Safety & Security Administrator's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **14. Medical Insurance.** The Safety & Security Administrator shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **15. Life Insurance.** The Safety & Security Administrator shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- **16. Vacation.** The Safety & Security Administrator shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 17. Sick Leave and Personal Leave. The Safety & Security Administrator shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (June 13, 2023).
- 18. Disability. Should the Safety & Security Administrator be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Safety & Security Administrator's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Safety & Security Administrator's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Safety & Security Administrator shall provide medical evidence of illness to the Board President upon request.
- 19. Criminal Records Check. Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent

investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.

- **20. Employment History Review.** Pursuant to 105 ILCS 5/22-94, the Safety & Security Administrator shall submit to an employee history review, and shall execute and deliver to the Board of Education all necessary consent and forms necessary to accomplish such task. If the Safety & Security Administrator fails to disclose necessary information, fails to complete and deliver appropriate forms upon demand, or if a subsequent employment history review reveals there has been a report or investigation that did not result in an unfounded or fabricated result, this Contract shall immediately become null and void.
- **21. Notice.** Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To the Board:
President, Board of Education
Decatur School District No. 61
Keil Administration Building
101 W. Cerro Gordo Street
Decatur, Illinois 62523

To the Safety & Security Administrator: Valdimir Talley Jr. (address on file)

- **22. Headings.** Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.
- 23. Contract Extension. At the end of any year of this Contract, the Board and the Safety & Security Administrator may mutually agree to extend the employment of the Safety & Security Administrator for a multi-year period of up to five (5) years. In such event, the Board shall take specific action to discontinue this Contract and enter into a multi-year Contract of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify the Safety & Security Administrator in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.
- **24. Copies of Contract.** This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- **25. Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

- **26. Jurisdiction**. This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
- **27**. **Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written.
- **28. Relevant Law.** This Contract is authorized under the provisions of the Illinois School Code, 105 ILCS 5/10-23.8a.

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

	Safety & Security Administrator
	Board of Education Decatur Public School District No. 61
	By: Board President
TTEST:	
Board Secretary	



# Board of Education Decatur Public School District #61

<b>Date:</b> April 23, 2024	Subject: Salary Increases for Non-Union Nurses and Outreach Employees
Initiated By: Deanne Hillman, Interim Human Resources Director, Dr. Mike Curry, Chief Operational Officer	<ul> <li>Attachments:</li> <li>2023-2024 Non-Union Nurse Wage Salary Schedule</li> <li>Outreach Salary Schedule for FY 2023-2024</li> </ul>
Reviewed By: Dr. Rochelle Clark, Superintendent	

#### **BACKGROUND INFORMATION:**

Outreach Employees are not part of any bargaining unit. Outreach Employees have not received an increase for FY 2023-2024.

Non-Union Nurses are not part of any bargaining unit. Non-Union Nurses have not received an increase for FY 2023-2024.

#### **CURRENT CONSIDERATIONS:**

The recommended increase for Outreach Employees is five (5) percent to the current base.

The recommended increase for Non-Union Nurses is five (5) percent to the current base.

#### FINANCIAL CONSIDERATIONS:

The recommended increases will be retroactive to the August 25, 2023 pay period.

#### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the proposed increases for FY 2023-2024 for the Outreach and Non-Union Nurses employees as presented.

RECO	RECOMMENDED ACTION:					
_X	Approval					
	Information					
	Discussion					
	В	OARD ACTION:				

Outreach Employees			FY 23-24									
	Y 1-4		Y 5-9		Y 10-	14	Y 15-	19	Y 20-	24	Y 25+	•
<60	\$	19.98	\$	20.35	\$	20.93	\$	21.51	\$	22.07	\$	22.65
60+	\$	22.40	\$	22.55	\$	23.12	\$	23.70	\$	24.27	\$	24.84
91+	\$	23.92	\$	24.05	\$	24.61	\$	25.19	\$	25.75	\$	26.32
ВА	\$	25.55	\$	25.63	\$	26.21	\$	26.78	\$	27.35	\$	27.91
Hourly Nurs	es		FY 23	-24								
Assoc. Deg	\$	27.33	\$	27.85	\$	28.39	\$	28.93	\$	29.49	\$	30.05
Bach. Deg	\$	36.82	\$	37.57	\$	37.57	\$	37.94	\$	37.94	\$	37.94



# Board of Education Decatur Public School District #61

<b>Date:</b> April 23, 2024	<b>Subject:</b> Athletics Plan for 2024-2025, Middle School 2024-25 Parent/Student Guide and High School 2024-25 Athletic Director Policy/Handbook
Initiated By: Craig Bundy, District Athletic Coordinator	<ul> <li>Attachments:</li> <li>Athletics Plan for 2024-2025</li> <li>Middle School 2024-25 Parent/Student Guide</li> <li>High School 2024-25 Athletic Director Policy/Handbook</li> </ul>
Reviewed By: Dr. Michael Curry, Chief Operational Officer, and Dr. Rochelle Clark, Superintendent	

#### **BACKGROUND INFORMATION:**

The High School Athletics Policy Handbook and the Middle School Athletics Parent Student Guides are reviewed by the Principal and Athletic Director. Annually, additions and or modifications are updated including policies, fee schedules, official rates, and concussion protocols. The changes are noted in the presentation.

#### **CURRENT CONSIDERATIONS:**

As previously approved, the uniform rotation plan will continue to be followed this year. High school boys and girls basketball will order new uniforms, as well as boys and girls tennis, (Co-Op sports) On the middle school and elementary level, no uniforms are up for rotation.

#### FINANCIAL CONSIDERATIONS:

None at this time.

#### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Athletics Plan for 2024-2025, Middle School 2024-25 Parent/Student Guide and High School 2024-25 Athletic Director Policy/Handbook as presented.

RE	COMMENDED ACTION:	
$\mathbf{X}$	Approval	
	Information	
	Discussion	
		BOARD ACTION:



# Athletics Review/Plan for 2024-2025 School Year

April 23, 2024 Board of Education Meeting Craig Bundy, District Athletic Coordinator

## MS & HS Athletic Guides 2024-2025

### **High School Athletics Policy Handbook**

Removed the pay scale for game officials. The rates are agreed upon by the Central State 8 Conference each year.

#### Middle School Athletics Parent/Student Guide

No changes at this time.

# 5 Year Uniform Rotation Process 2024-2025

#### **High School Athletic Uniforms**

- Boys Basketball:18 Home / 18 Away
- Girls Basketball:18 Home / 18 Away
- Boys Tennis Co-Op:
   10 Jerseys / 10 Shorts
- Girls Tennis Co-Op:
   10 Jerseys / 10 Skirts

#### **Middle School Athletic Uniforms**

None

#### **Elementary School Athletics**

None

# **Elementary School Participation Numbers / Highlights**

# Fall Sports

Cross Country: 223 (228)
 City Champs: Johns Hill

Girls Basketball: 166 (152)
 City Champs: South Shores

Boys Basketball: 163 (157)
 City Champs: Montessori

Cheerleading: 33 (35)

# Winter Sports

Volleyball: 185 (219)
 City Champs: South Shores

Wrestling Pilot: 53 (12)

# **Spring Sports**

Track & Field: 23 (326)
 City Champs: Franklin Grove

\*\*City Meet: April 12 & 13



# Middle School Athletics Parent/Student Guide

2024-2025 School Year

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#### PHILOSOPHY OF THE DECATUR PUBLIC SCHOOLS ATHLETIC PROGRAM

The athletic program is an integral part of the education of all students who attend the Decatur Public Schools. Our goals and objectives are consistent with and comparable to those of the school district. All students have an equal opportunity to participate in athletic programs. No student shall be deprived of the right to participate because of lack of financial resources, nationality, race, color, religion, or sex, sexual orientation, disability, or marital status.

The Middle School Athletics Parent/Student Guide is designed for middle school parents and middle school students. The information is annually reviewed and updated by administrators, athletic directors, and coaches.

The athletic program will be broad based and as extensive as the facilities, staff, and finances can adequately support.

The leadership shall be of the highest quality so as to exemplify to the participants the desired type of individual to be developed from the athletic program.

The measurement of success of the leadership is not limited to win/loss records. It includes the success experienced in helping each participant develop his/her talents and desirable personal characteristics to their fullest.

The athletic program is a laboratory where students experience many of life's situations. Participation in this laboratory activity offers students the opportunity to improve character, dignity, self-worth, and concern for others. Students may learn to develop these human traits and grow as individuals to the extent of their capacity.

#### STATEMENT OF PURPOSE FOR THE ATHLETIC PROGRAM OF DPS #61

- A. Participation helps develop character, social competence, cooperation, and moral and ethical values that are an everyday part of our society.
- B. Participation develops a mutual respect for all who are involved in the competition: teammates, opponents, coaches, and officials.
- C. Participants must learn to abide by the rules, regulations, and decisions of officials, just as we all must abide by the laws that govern our society.
- D. Participation leads to a better understanding of our democratic ideals, social and economic well-being, and the spirit of fair play.
- E. Participation teaches a student that discipline and self-sacrifice are necessary ingredients of teamwork, if the end result is to be accomplished.
- F. Through participation, the individual will develop a healthy body, a sound mind, and a better understanding of individual differences.
- G. Participation provides valuable lessons which are learned in the course of competition; for example, winning, as well as losing, reflects team effort.
- H. Competition helps to develop the fundamental processes that lead to emotional maturity and self-control.
- I. Participation in the athletic program will cause participants and spectators to look forward to attending school, resulting in an improved student attitude toward school and school-related activities.
- J. Participation in athletic competition will give students an opportunity to achieve, not only for themselves, but for their team and school community and receive their just rewards in return.
- K. The individual school administration must provide adequate control and safety measures for the participants, officials, and spectators in order to insure the proper atmosphere for interscholastic events.
- L. Members of the athletic staff shall abide by the rules and regulations and officials' decisions which govern each sport, maintain the highest standard of ethics, recognize each participant as an individual, conduct themselves in a manner befitting their responsibilities, and develop the kind of rapport with the total school community that will improve the total educational program.

#### STUDENT CODE OF ETHICS

# Decatur Public Schools 61 considers the welfare of the student our priority consideration.

A firm and fair policy of enforcement is necessary to uphold the regulations and standards of the athletic department. Decatur Public Schools Administration and the coaching staff feel strongly that high standards of conduct and citizenship are essential in maintaining a sound program of athletics. All athletes shall abide by a code of ethics which will earn them the honor and respect that participation and competition in the interscholastic program affords.

Any conduct that results in dishonor to the athlete, the team, the school, or Decatur Public Schools will not be tolerated. Acts of unacceptable conduct, such as, but not limited to theft, vandalism, disrespect, immorality or violations of law, tarnish the reputation of everyone associated with the athletic programs and will not be tolerated.

The student's first responsibility is to acquire a quality education. Our athletic programs are co-curricular activities, and the students first priority must be academic achievement.

Athletes are representatives of their school, and their actions and behavior must be such as to reflect a respected image of themselves, fellow students, parents, school, and community. They will spend a great amount of time and effort in participation with their respective sport, but hopefully, they will find it to be a rewarding and enjoyable experience that will be important to them now and in the years to come.

#### **DPS #61 ATHLETIC CODE PROCEDURES**

- 1. Coaches' rules shall be written and distributed so all participants and parents may read and review them. Rules will be shared through mandatory parent meetings.
- 2. Each coach will hold a team meeting to review team rules with the participants at the beginning of the sport season to make sure the participants are aware of them. A copy of the team rules, seasonal activity participation, and the Athletic Code will be distributed to the parents, or available online, attached to a participation permission form.
- 3. Coaches' rules must also include consequences for students who violate the rules.
- 4. Any student accused of violating a rule and subject to a consequence of a suspension of greater than three (3) games shall be informed of the nature of the offense and may request a hearing before the Principal and Athletic Director.

#### PROCEDURAL OFFENSES IN VIOLATION OF THE ATHLETIC CODE

A student found in violation of the Athletic Code may receive consequences up to and including dismissal from the team/activity for the remainder of the season or school year. Such violations include, but are not limited to:

- Use, possession, transfer, attempted transfer, sale or attempted sale of alcohol, tobacco products, e-cigarettes and/or any controlled/illegal substances or any lookalike, including any substance held out to be a drug, alcohol or tobacco product.
- Violations of individual coaches' rules, insubordination, poor sportsmanship, conduct detrimental to the team and to school spirit.
- Violations of academic integrity and ethics.
- Violations of the DPS 61 Student Code of Conduct.

#### **DISCIPLINARY ACTION / ENFORCEMENT**

#### Participation in athletics is a privilege.

A student who violates the Athletic Code and who has been provided a hearing and assessed a consequence cannot avoid the consequence by transferring to another Decatur Public School. The penalty will be enforced at the student's new school before the student can become eligible for participation.

When a student is dropped from his/her team for disciplinary reasons, it is important that he/she receive a fair notice and that he/she be given a hearing.

All coaches are responsible for reviewing the athletic code, individual school rules, and rules for their respective sport during the first week of practice with the Athletic Director, assistant coaches, students, and parents.

#### **OUT-OF-SCHOOL SUSPENSION / CARE – TRANSITION ROOM PLACEMENT**

Any situation where a student athlete is receiving an out-of-school suspension for disciplinary reasons by the Building Administrator automatically deems said student unable to practice and/or compete in any athletic events scheduled for the duration of the suspension. The student and parent/legal guardian shall be notified by the Building Administrator as such.

This includes the date the suspension is issued, and any weekends/ school holidays, throughout the time until the student returns to regular class attendance status. The appropriate sport Coach(s) and Athletic Director shall be notified by Building Administration upon any student athlete being suspended from school.

In example, a student athlete is suspended on Friday morning for a disciplinary infraction and is out of school for the suspension through Monday... successfully returning to classes Tuesday morning. This student <u>CANNOT</u> participate in any school-sponsored

athletic event, nor practice, beginning Friday thru Monday night... They may resume activities Tuesday morning.

In the case where a student athlete is placed in the school's Care Room or Transition Room for disciplinary action reasons by the Building Administrator, resulting in a 1/2 day placement or more, the same denial of athletic participation and notification shall occuras indicated for an out-of-school suspension. \*Placements less than the individual school's "½ day bell schedule" will not result in any suspension of participation in athletics.

#### Illinois Elementary School Association



The Association shall be known as the Illinois Elementary School Association (IESA) The Association shall be registered with the State of Illinois as a not -for -profit corporation.

- The Association through the employment of the instrumentalities hereinafter established shall:
  - Regulate all the interscholastic activities in which its member schools may engage; and
  - Perform such other functions related to interscholastic activities as may from time to time be approved and adopted by the Board of Directors.
- In the performance of these functions, the ultimate educational objectives of the Association are:
  - To elevate standards of sportsmanship
  - o To encourage the growth of responsible citizenship; and
  - o To encourage academic excellence

#### **ACADEMIC ELIGIBILITY**

The IESA requires that a weekly grade check is completed for every athlete who is on a competition athletic roster. This report must be completed on the same day of each week and athletes must be notified of any failing grade. The IESA determines eligibility considering all grades that are reported on the quarterly report card. The athlete must pass each class in which he or she is enrolled with a grade of D or better. If an athlete has a failing grade in any of his or her classes, the athlete is ineligible the next week and will continue to be ineligible until all failing grades have been raised to at least a D.

Eligibility can be recorded in one of two methods: Skyward computer program printouts or Teacher/Athletic Director hard copy checklists. Coaches may address grade issues with individual athletes who are showing signs of grade trouble in classes. In some cases, the coach will request a parent conference to help the student athlete improve his or her grades.

Most schools run grades the day before a week concludes, which in most weeks, is Thursday. Some weeks, however, are shorter due to in-service days and holidays. Those weeks' grades must be submitted the day before the week concludes.

The element of eligibility that confuses athletes and their parents is that the measure is always a week behind the week of the contests. The athlete can be showing passing grades after the weekly grade check has been recorded but is still excluded from participation due to the failing grades that were recorded at the end of the prior week.

# The grade recorded on the weekly eligibility check is final and cannot be changed at a later date.

Ex: Grades are turned in Thursday and show that a student athlete is failing a subject, but when the parent looks on Skyward on Friday afternoon, it shows as a passing grade. That athlete is still ineligible for any event the following week.

#### The cutoff day must be the same each week and reporting must be consistent.

Once the grades are turned in and the computer grade check run, print the weekly report and retain (in files) as proof of grades. Notify the athlete, coach, teachers and athletic administration. A report of ineligibility should be delivered to an ineligible athlete before he or she leaves the building on the last day of each week.

#### 2.040 SCHOLASTIC STANDING

- **2.041** All contestants shall be in grades five through eight (5-8) and shall not have passed eighth grade standing. At no time, may a student who is in fourth grade or lower practice or participate with a member school.
- **2.042** A student shall be doing passing work as determined by the local school district in all school subjects and the school shall certify compliance with this By-Law. Use of a player, contestant, or participant shall be deemed such certification.
- **2.043** For all IESA activities, athletic as well as non-athletic, passing work shall be checked weekly. Eligibility will be applied to the Monday through Saturday following the week that was checked. Students must be passing each subject each week to be eligible. Grades shall be cumulative for the school's grading period.
- **2.044** The eligibility check shall be the same day each week unless school is not in session; then it must be taken on the last day of student attendance that week.
- **2.045** For fall sports, the first eligibility check shall be made following the first full week of attendance at the beginning of the school year. During the succeeding weeks of the school year, the eligibility check shall begin the week prior to the first contest in an activity.
- **2.046** In cases where a contest has been postponed or re-scheduled, the current week eligibility shall be used to determine a student's eligibility. For example, a contest is scheduled to be played on Tuesday and because of poor weather, the contest is

rescheduled for two weeks later. A student who was grade eligible for the originally scheduled game but is ineligible during the week of the rescheduled game is not eligible. Conversely, a student who was ineligible the week of the originally scheduled game and is grade eligible the week of the rescheduled contest is eligible to play.

#### **IESA Penalties: Ejections for Unsportsmanlike Behavior**

The IESA Board of Directors approved a change to the penalties assessed to players, coaches, and now fans who are removed from a contest for unsportsmanlike behavior. These changes will become effective with the start of the 2020-21 school year.

Consequences for behaviors meriting ejection from a school sponsored event:

#### A. Student – Athletes:

- o 1<sup>st</sup> ejection: the student is required to miss the next 2 contests and complete the National Federation of State High School Association Sportsmanship course. This course can be found at <a href="www.iesa.org">www.iesa.org</a> Upon course completion, a printed certificate of completion must be submitted to the IESA via the school Athletic Director.
- 2<sup>nd</sup> ejection(same sport): the student is required to miss the next 5 contests and pay \$100 fine to the IESA.

#### B. Coaches:

- o 1<sup>st</sup> ejection: the coach is required to miss the next 2 contests, pay \$100 fine and complete the National Federation of State High School Association Sportsmanship course. This course can be found at <a href="www.iesa.org">www.iesa.org</a> Upon course completion, a printed certificate of completion must be submitted to the IESA via the school Athletic Director.
- 2<sup>nd</sup> ejection: the coach will be required to miss the next 5 contests and pay \$250 fine to the IESA.

#### C. Fans/Parents:

 Removal from ALL future contests until completion of the National Federation of State High School Association Sportsmanship course. This course can be found at <a href="https://www.iesa.org">www.iesa.org</a> Upon course completion, a printed certificate of completion must be submitted to the IESA via the school Athletic Director.

#### IESA Transfer Rules 2.060

A transfer student is defined as one who transfers from one school to another school after the first day of classes at his/her school.

Effective with the start of the 2022-23 school year, a student who transfers after the first day of practice in a given activity will be allowed to join the team for his or her new school only if he/she did not tryout, practice, or participate in a contest for the previous school prior to the beginning of the IESA regulated season. They would still need to sit 10 days before participating in a contest for the new school.

A student who transfers from one school to another is eligible immediately if the school from which he/she transfers is involved in a co-op with the school to which he/she is transferring.

#### **CONFERENCE AFFILIATION: Soy City Conference**

The following schools: American Dreamer, Dennis Lab, Hope Academy, Johns Hill Magnet, Montessori Academy of Peace, Robertson Charter, and Stephen Decatur are members of the Soy City Conference.

No conference commitments shall be made which would be inconsistent with the athletic policies of the Decatur Public Schools.

#### **Participating Schools & Activities**

**American Dreamer:** Baseball (Co-Op), Softball (Co-Op), Cross Country, Girls Basketball, Boys Basketball, Cheerleading, Wrestling (Co-Op), Girls Volleyball, Track & Field

**Dennis Lab:** Baseball, Softball (Co-Op), Cross Country, Girls Basketball, Boys Basketball, Cheerleading, Wrestling (Co-Op), Girls Volleyball, Track & Field

**Hope Academy:** Baseball (Co-Op), Softball (Co-Op), Cross Country, Girls Basketball, Boys Basketball, Cheerleading, Wrestling (Co-Op), Girls Volleyball, Track & Field

**Johns Hill Magnet:** Baseball (Co-Op), Softball (Co-Op), Cross Country, Girls Basketball, Chess Club, Show Choir, Boys Basketball, Cheerleading, Wrestling (Co-Op), Girls Volleyball, Track & Field

**Montessori Academy of Peace:** Baseball (Co-Op), Softball (Co-Op), Cross Country, Girls Basketball, Boys Basketball, Cheerleading, Wrestling (Co-Op), Girls Volleyball, Track & Field

**Stephen Decatur:** Baseball (Co-Op), Softball (Co-Op), Cross Country, Girls Basketball, Boys Basketball, Cheerleading, Wrestling (Co-Op), Girls Volleyball, Track & Field

#### **Tryouts / Team Roster Cuts/Sports Physicals**

In all sports/activities where there are "roster limitations", there is a chance that the school's coaching staff might have to hold tryouts and make roster cuts to meet these limits due to the number of students trying out. The IESA and/or DPS restricts roster numbers in the following sports/activities: Softball, Baseball, Soccer, Girls Basketball, Boys Basketball, Cheerleading, and Volleyball.

The District requires a minimum of a 3-day tryout in Middle School sports/activities where cuts are deemed necessary. The try-out schedule will be designated by the coach and

Athletic Director. A current physical MUST be on file with the office, nurse, or Athletic Director prior to try-out for an activity. These Physicals must be renewed EVERY year of participation. A pre-season informational meeting will be held (in addition to in-school announcements and/or fliers and online notifications) as to when a specific sport/activity will begin tryouts or practices. Coaches will determine (with the assistance of the school's Athletic Director) a practice schedule utilizing the availability of the school's athletic facilities. Every effort will be made to notify all students (prior to the beginning of a sport season) as to when tryouts/practices will begin.

Team roster cuts may be based upon (but not limited to) the student's: ability in the sport; age/academic status; disciplinary/behavior issues in school; attendance at tryouts/practices/contests; and their ability to work cooperatively with other team athletes and coaches in the sport.

#### **ACTIVITY / PARTICIPATION FEES:**

Every student athlete is expected to pay a participation fee of \$10.00 per sport upon making the team and by the end of the first week of regular practice activity. There is a \$50 maximum per student/ school year. If a parent/guardian writes a check, it must be made out to the school of enrollment.

#### **Dual Participation in Middle School Sports\***

In DPS61, Middle School students may participate in more than one athletic activity at a time throughout the school year. Due to the various calendar dates over which DPS/IESA sports seasons occur, there might be a situation where a student wishes to try-out for/participate in more than 1 sport and/or activity at the same time (dual participation). In the instances where this occurs, the student athlete must determine, in writing, which sport/activity is their primary activity at the beginning of the seasons in conflict. Their commitment of a "primary" sport/activity will indicate their 1<sup>st</sup> area priority (choice) in the event of a scheduling conflict between 2 or more co-existing athletic events. \*A copy of the athlete's choice of their primary sport/activity will be on file with the school Athletic Director and given to all coaches involved.

The precedent for attendance at/participating in the primary sport/activity is as follows:

- Games over Practice
- Primary choice Games over secondary choice Games
- Games/Practices over Open Gyms
- Primary practices over secondary practices.
- In the event where there are overlapping /conflicting practices the coaches shall get together to work out a shared time schedule so that the student might be able to attend both sports where the overlap might occur.
- No coach may penalize a student athlete participating in multiple overlapping activities for missing a practice or contest when following the precedent set above.

#### **Daily Attendance / Athletic Contest Participation:**

District policy states that a student must be "in attendance" at school at least ½ day on the day of an athletic contest in order to be allowed to participate in that day's contest.

Each individual school's "1/2 day" is determined by their actual bell schedule... \*i.e.: a  $\frac{1}{2}$  day at an "early dismissal school" might be 10:45 AM, whereas at a "later dismissal school" their  $\frac{1}{2}$  day might be 12:05 PM.

Items such as "doctor/dentist appointments, funerals, and court appearances." are all excused providing that the parent/legal guardian signs the student in/out at the school office for said events. \*School-sponsored events, such as off-campus field trips and performances are also excused.

#### <u>Punctuality</u>

Parent will bring their child to practice on time and they will pick up their child from practice, home games and away games no later than 10 minutes after practice or game is over. The coaches stay to protect your child, please respect the coach by being responsible. Failure to be to practice on time and coming later than 10 minutes to pick your child up, may affect their playing time.

#### Parental Concerns Policy

A copy of the team rules, seasonal activity participation, and the Athletic Code will be distributed to parents and attached to the permission form. Coaches shall have mandatory parent meeting before the start of the sport season and review their rules and schedules. Parents are expected to be role models of good sportsmanship and support for the sport that their student participates.

In the event that a parent has a concern involving a coach or sport program that their student participates; the following guidelines shall be followed:

- 1. Concerns such as playing time, player positions, coaching philosophy and/or game strategy are **NOT** items warranting individual coach/parent discussion.
- 2. No conversations between player, coach, or parent should occur within 24 hours of situation.
- 3. The student-athlete should directly address the coach to attempt to resolve the issue at hand.
- 4. Other parent concerns shall be addressed by the parent making an appointment with the coach for a private parent/coach conversation to discuss the concern and reach a resolution. Parent/Coach conversations should <u>not</u> be conducted in front of the players or during scheduled practice times.
- 5. If the parent/coach meeting does not resolve the concern, the parent may request a meeting with the Athletic Director, Coach, and Parent to further discuss the concern and reach a resolution.

- 6. If this meeting does not resolve the concern, a final meeting including the Principal, the Athletic Director, the Coach, and the Parent will be scheduled to discuss the concern.
- 7. The Principal is the administrative head of all inter-scholastic activities in the school and is the IESA District Representative for the District. The FINAL decision and appeal for a resolution of the concern will be made by the Principal after the FINAL meeting.

#### **ADMISSION PRICES PER EVENT**

Soccer, Baseball / Softball, Cross Country, Track & Field = FREE

Boys & Girls Basketball, Volleyball, Wrestling = \$2 K - 12 \$3 Adults

Free Seniors

# Decatur Public Schools #61 <u>Middle School Interscholastic –Extramural Information and Permission Form</u>

<u>General</u>	
Student Name	
Address	
PhoneBirthdate: MonthDayYear Present Age GradeSex E-mail:	
School Attending	
Person to Notify in Case of Emergency Phone	
Participation Fee  A \$10 fee per activity will be paid by the participant when the final rosters in athletics and cheerleading are d  (\$50.00 max per family/per building) The participation fee is due to the Athletic Director by the of the of regular practice.	
<u>Disclaimer of Liability</u> The Decatur Public Schools, its athletic department, and its staff do not assume any liability for any injuries in a student is participating in athletics, or while student is in route to or from any athletic contest.	ncurred while
Students participating the athletic program and using the equipment and facilitates of Decatur Public Schools their own risk. Sports are physical in nature, and those who elect to participate must recognize that injuries r which could be crippling for life. Two sports, which have a greater potential for injury because they are conta football and wrestling.	nay occur
The Decatur Public Schools and its staff shall not be liable for any damages arising from personal injury sust participant. The participant and his/her parents assume full responsibility for any damages or injuries which during practice, games, travel to and from athletic contests, and so hereby fully and forever exonerate and did Decatur Public Schools, its athletic department, its staff, its Board of Education employees, and agents from clams, demands, damages, rights of action, causes of action present or future whether the same be known, or unanticipated results from or arising out of participation in athletics and the use of school district facilities we member of an athletic team.	may occur scharge the any and all anticipated,
PERMISSION TO PARTICIPATE AND CONFIRMATION OF RECEIPT OF AHTLETIC CODE, SEASONAL PARTICIPATION.	ACTIVITY
I have reviewed the attached athletic code, seasonal activity participation, and team rules with the student lis We agree that he/she will abide by them. The above student has my permission to take part in all sports offer interscholastic and/or extramural program.  I have reviewed this document carefully, and I understand and agree to abide by the information. I confirm the daughter is covered by insurance.	red in the
Signature of Parent or Guardian	

#### **DPS #61: AGREEMENT TO PARTICIPATE**

Each student and his or her parent/guardian must read and sign this Agreement to Participate each year before being allowed to participate in interscholastic sport(s) or intramural athletics. The completed Agreement shall be returned to the Coach.

Student name (printed)

1.	I wish to participate in the following interscholastic sport(s):(	fill in b	lank)

- 2. Before I will be allowed to participate, I must provide the School District with a certificate of physical fitness (if participating in interscholastic sport(s), the Pre-Participation Physical Examination Form serves this purpose), and complete any forms required by the Illinois Elementary School Association (IESA)
- 3. I agree to abide by all conduct rules and will behave in a sportsmanlike manner. I agree to follow the coaches' instructions, playing techniques, and training schedule as well as all safety rules.
- 4. I understand that Board policy 7:305, Student Athlete Concussions and Head Injuries, requires, among other things, that a student athlete who exhibits signs and symptoms, or behaviors consistent with a concussion or head injury must be removed from participation or competition at that time and that such student will not be allowed to return to play unless cleared to do so by a physician licensed to practice medicine in all its branches or a certified athletic trainer and subject to all District return-to-play and return-to-learn protocols.
- 5. I am aware that with participation in sports comes the risk of injury, and I understand that the degree of danger and seriousness of risk vary significantly from one sport to another with contact sports carrying the highest risk. I am aware that participating in sports involves travel with the team. I acknowledge and accept the risks inherent in the sport(s) or athletics in which I will be participating and, in all travel, involved. I agree to hold the District, its employees, agents, coaches, school board members, and volunteers harmless from any and all liability, actions, claims, or demands of any kind and nature whatsoever that may arise by or in connection with my participating in the school-sponsored interscholastic sport(s) or intramural athletics. The terms hereof shall serve as a release and assumption of risk for my heirs, estate, executor, administrator, assignees, and for all members of my family.

Student Signature:		
_		
Date:	_	

#### **Student Activity Preference Sheet**

<sup>\*</sup> The higher ranked activity will take priority if a conflict between the events arises during the course of the school year. Coaches of the involved activities will make all reasonable accommodations to decrease the amount of conflicts.

<u>ACTIVITY</u>	SEASON RANGE		<u>RANK</u>
Girls Softball	 1st week of Aug - 4th week of Sept		-
Boys Baseball	 1st week of Aug - 1st week of Oct		-
Cross Country	 1st week of Aug - 3rd week of Oct		-
Show Choir	 3rd week of Aug - 3rd week of Mar		-
Girls Basketball	 4th week of Aug - 2nd week of Dec		-
Scholastic Bowl	 1st week of Oct - 1st week of May	•	-
Boys Basketball	 3rd week of Oct - 3rd week of Feb	•	-
Cheerleading	 3rd week of Oct - 3rd week of Feb	•	-
Wrestling	 4th Week of Nov - 2nd week of Mar	•	-
<u>Volleyball</u>	 4th week of Nov to 3rd week of Mar	•	-
Chess Club	 1st week of Dec - 4th week of Feb	•	-
Track & Field	 4th week of Feb to 4th week of May	•	-
		•	

<sup>\*</sup> Season ranges are based on the IESA guidelines for the start of practice to the conclusion of the post season.

created 1/2021

<sup>\*</sup> Students should rank <u>ONLY</u> the activities in which they are planning to participate during the school year.

<sup>\*</sup> Students should rank their interest in participating from 1 (highest) to .....

#### **Parent Participation Permit**

To be read and signed by the parent/guardian of the student:	

- I am the parent/guardian of the above named student and give my permission for my child or ward to participate in the interscholastic sport(s) or intramural athletics indicated. I have read the above Agreement to Participate and understand its terms.
- 2. I acknowledge having received the attached Concussion Information Sheet.

Darant/Cuardian aignatura:

3. I understand that all sports can involve many risks of injury, and I understand that the degree of danger and seriousness of risk vary significantly from one sport to another with contact sports carrying the higher risk. I am aware that participating in sports involves travel with the team. In consideration of the School District permitting my child to participate, I agree to hold the District, its employees, agents, coaches, board members and volunteers harmless from any and all liability, actions, claims or demands of any kind and nature whatsoever that may arise by or in connection with the participation of my child in the sport(s) or athletics. I assume all responsibility and certify that my child is in good physical health and is capable of participation in the above indicated sport or athletics.

raien/Guardian signature.			
Date:			
Emergency Contact Information			
Name:			
Relationship to student:			
Day phone number:			
Evening phone number:			
Cell phone number:			
Other:			
Name:			
Relationship to student:			
Day phone number:			
Evening phone number:			
Cell phone number:			
Other:			

#### Parental Concerns Policy

A copy of the team rules, seasonal activity participation, and Athletic Code will be distributed to parents and attached to the permission form. Coaches shall have a mandatory parent meeting before the start of the sport season to review their rules, expectations, and schedules. Parents & Players are expected to attend their respective activity meeting(s). Parents are expected to be role models of good sportsmanship and support for their students' school.

In the event that a parent has a concern involving a coach or program that their student participates; the following guidelines <u>shall be followed.</u>

- 1) Concerns such as playing time, player positions, coaching philosophy and/or game strategy are **NOT** items warranting individual coach/parent discussion.
- 2) No conversations between player, coach, or parent should occur within 24 hours of situation.
- 3) The student-athlete should directly address the coach to attempt to resolve the issue at hand.
- 4) Other parent concerns shall be addressed by the parent making an appointment with the coach for a private parent/coach conversation to discuss the concern and reach a resolution. Parent/Coach conversations should **not** be conducted in front of the players or during scheduled practice times.
- 5) If the parent/coach meeting does not resolve the concern, the parent may request a meeting with the Athletic Director, Coach, and Parent to further discuss the concern and reach a resolution.
- 6) If this meeting does not resolve the concern, a final meeting including the Principal, the Athletic Director, the Coach, and the Parent will be scheduled to discuss the concern.
- 7) The Principal is the administrative head of all inter-scholastic activities in the school and is the IESA District Representative for the District. The FINAL decision and appeal for a resolution of the concern will be made by the Principal after the FINAL meeting.

I have received an	nd reviewed the	Parent/Student	Guide &	Handbook for	DPS #61	for Middle	School
Athletics.							

Print:	Sign:
	•



MEDICAL ELIGIBILITY FORM



#### ■ PREPARTICIPATION PHYSICAL EVALUATION

Name:	Date of birth:	
□ Medically eligible for all sports without restriction		
$\hfill\Box$ Medically eligible for all sports without restriction with recommendations fo	further evaluation or treatment of	
□ Medically eligible for certain sports		
□ Not medically eligible pending further evaluation		
□ Not medically eligible for any sports		
Recommendations:		
I have examined the student named on this form and completed the pre apparent clinical contraindications to practice and can participate in the examination findings are on record in my office and can be made available arise after the athlete has been cleared for participation, the physician mand the potential consequences are completely explained to the athlete	he sport(s) as outlined on this form. able to the school at the request of the nay rescind the medical eligibility until	A copy of the physical parents. If conditions
Name of health care professional (print or type):	Date:	
Address:	Date:Phone:	
	Date:Phone:	
Address:	Date:Phone:	
Address:Signature of health care professional:	Date:Phone:	
Address:  Signature of health care professional:  SHARED EMERGENCY INFORMATION	Date:Phone:	
Address:  Signature of health care professional:  SHARED EMERGENCY INFORMATION	Date:Phone:	
Address:  Signature of health care professional:  SHARED EMERGENCY INFORMATION	Date:Phone:	
Address:  Signature of health care professional:  SHARED EMERGENCY INFORMATION  Allergies:	Date:Phone:	
Address: Signature of health care professional: SHARED EMERGENCY INFORMATION Allergies:  Medications:	Date:Phone:	
Address:  Signature of health care professional:  SHARED EMERGENCY INFORMATION  Allergies:	Date:Phone:	
Address: Signature of health care professional: SHARED EMERGENCY INFORMATION Allergies:  Medications:	Date:Phone:	
Address:  Signature of health care professional:  SHARED EMERGENCY INFORMATION  Allergies:  Medications:	Date:Phone:	

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## ■ PREPARTICIPATION PHYSICAL EVALUATION

# **HISTORY FORM**

lote: Complete and sign this form (with your parents if younger than 18) before your appointment.							
Name:	Date of birth:						
Date of examination:							
	How do you identify your gender? (F, M, or other):						
List past and current medical conditions.							
Have you ever had surgery? If yes, list all past surgical process.	edures						
Medicines and supplements: List all current prescriptions,	, over-the-counter medicines, and supplements (herbal and nutritional).						
Do you have any allergies? If yes, please list all your al	llergies (ie, medicines, pollens, food, stinging insects).						

Patient Health Questionnaire Version 4 (PHQ-4)  Over the last 2 weeks, how often have you been bothered by any of the following problems? (Circle response.)								
Not at all Several days Over half the days Nearly every day								
Feeling nervous, anxious, or on edge	0	1	2	3				
Not being able to stop or control worrying	0	1	2	3				
Little interest or pleasure in doing things	0	1	2	3				
Feeling down, depressed, or hopeless	0	1	2	3				

GENERAL QUESTIONS (Explain "Yes" answers at the end of this form. Circle questions if you don't know the answer.)	Yes	No
Do you have any concerns that you would like to discuss with your provider?		
Has a provider ever denied or restricted your participation in sports for any reason?		
Do you have any ongoing medical issues or recent illness?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No
Have you ever passed out or nearly passed out during or after exercise?		
Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?		
6. Does your heart ever race, flutter in your chest, or skip beats (irregular beats) during exercise?		
7. Has a doctor ever told you that you have any heart problems?		
8. Has a doctor ever requested a test for your heart? For example, electrocardiography (ECG) or echocardiography.		

HEART HEALTH QUESTIONS ABOUT YOU (CONTINUED)	Yes	No
Do you get light-headed or feel shorter of breath than your friends during exercise?		
10. Have you ever had a seizure?		
HEARTHEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No
Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 35 years (including drowning or unexplained car crash)?		
12. Does anyone in your family have a genetic heart problem such as hypertrophic cardiomyopathy (HCM), Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy (ARVC), long QT syndrome (LQTS), short QT syndrome (SQTS), Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia (CPVT)?		
13. Has anyone in your family had a pacemaker or an implanted defibrillator before age 35?		

BONE AND JOINT QUESTIONS	Yes	No
14. Have you ever had a stress fracture or an injury to a bone, muscle, ligament, joint, or tendon that caused you to miss a practice or game?	Tes	NO
15. Do you have a bone, muscle, ligament, or joint injury that bothers you?		
MEDICAL QUESTIONS	Yes	No
16. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
17. Are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
18. Do you have groin or testicle pain or a painful bulge or hernia in the groin area?		
19. Do you have any recurring skin rashes or rashes that come and go, including herpes or methicillin-resistant Staphylococcus aureus (MRSA)?		
20. Have you had a concussion or head injury that caused confusion, a prolonged headache, or memory problems?		
21. Have you ever had numbness, had tingling, had weakness in your arms or legs, or been unable to move your arms or legs after being hit or falling?		
22. Have you ever become ill while exercising in the heat?		
23. Do you or does someone in your family have sickle cell trait or disease?		
24. Have you ever had or do you have any problems with your eyes or vision?		

MEDICAL QUESTIONS (CONTINUED)	Yes	No
25. Do you worry about your weight?		
26. Are you trying to or has anyone recommended that you gain or lose weight?		
27. Are you on a special diet or do you avoid certain types of foods or food groups?		
28. Have you ever had an eating disorder?		
FEMALES ONLY	Yes	No
29. Have you ever had a menstrual period?		
29. Have you ever had a menstrual period?      30. How old were you when you had your first menstrual period?		
30. How old were you when you had your first		

Explain "Yes" answers here.

I hereby state that, to the best of my knowledge, my answers to the questions on this form are complete and correct.

Signature of athlete:		
Signature of parent or guardia	n:	
Date:		

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Keep for Personal Records





#### **■ PREPARTICIPATION PHYSICAL EVALUATION**

#### PHYSICAL EXAMINATION FORM

Name:	Date of birth:	

#### **PHYSICIAN REMINDERS**

- 1. Consider additional questions on more-sensitive issues.
  - Do you feel stressed out or under a lot of pressure?
  - · Do you ever feel sad, hopeless, depressed, oranxious?
  - Do you feel safe at your home or residence?
  - •

During the past 30 days, did you use chewing tobacco, snuff, or dip?

- Do you drink alcohol or use any other drugs?
- Have you ever taken anabolic steroids or used any other performance-enhancing supplement?
- Have you ever taken any supplements to help you gain or lose weight or improve your performance?
- Do you wear a seat belt, use a helmet, and use condoms?

2. Co	nsider r	evie	wing q	uestio	ns on cardiovaso	cular symptoms (Q4–Q1	13 of History For	m).		
EXAM	INATIO	N								
Height					Weight:					
BP:	/	(	/	)	Pulse:	Vision: R 20/	L 2	20/ Co	orrected:   Y	□N
MEDIC	AL								NORMA	AL ABNORMAL FINDINGS
my	fan stig opia, m	itral	valve p	rolaps	-	palate, pectus excavatum ortic insufficiency)	n, arachnodactyly	y, hyperlaxity,		
• Pur • Hea		,	and thr	oat						
Lymph	nodes									
Heart <sup>a</sup> • Mu	rmurs (a	ausc	ultatior	n stand	ling, auscultation	n supine, and ± Valsalva	a maneuver)			
Lungs										
Abdom	ien									
	pes sim		virus (H	ISV), le	sions suggestive	of methicillin-resistant St	aphylococcus au	reus (MRSA), o	or	
Neurol	ogical									
MUSC	ULOSKI	ELET	AL						NORMA	AL ABNORMAL FINDINGS
Neck										
Back										
Should	er and	arm								
Elbow	and for	earn	1							
Wrist, I	nand, a	nd fi	ngers							
Hip an	d thigh									
Knee										
Leg an	d ankle	)								
Foot a	nd toes									
Function Double		ı squ	at test	, single	e-leg squat test,	and box drop or step dro	op test			
nation o	f those.	į			,				·	nination findings, or a combi-
Name of	health	care	profes	sional	(print or type):				Dai	te:
Address								F	Phone:	
Signatur	e of hea	alth c	are pro	fessio	nal:					, MD, DO, NP, or PA
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### **Concussion Information Sheet**

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. In other words, even a "ding" or a bump on the head can be serious. You can't see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

### Symptoms may include one or more of the following:

- Headaches
- "Pressure in head"
- Nausea or vomiting
- Neck pain
- Balance problems or dizziness
- Blurred, double, or fuzzy vision
- Sensitivity to light or noise
- Feeling sluggish or slowed down
- Feeling foggy or groggy
- Drowsiness
- Change in sleep patterns

- Amnesia
- "Don't feel right"
- Fatigue or low energy
- Sadness
- Nervousness or anxiety
- Irritability
- More emotional
- Confusion
- Concentration or memory problems (forgetting game plays)
- Repeating the same question/comment

### Signs observed by teammates, parents and coaches include:

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays in coordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can't recall events prior to hit
- Can't recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

#### What can happen if my child keeps on playing with a concussion or returns too soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often fail to report symptoms of injuries. Concussions are no different. As a result, education of administrators, coaches, parents and students is the key to student-athlete's safety.

#### If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. The Return-to-Play Policy of the IESA and IHSA requires athletes to provide their school with written clearance from either a physician licensed to practice medicine in all its branches or a certified athletic trainer working in conjunction with a physician licensed to practice medicine in all its branches prior to returning to play or practice following a concussion or after being removed from an interscholastic contest due to a possible head injury or concussion and not cleared to return to that same contest. In accordance with state law, all schools are required to follow this policy.

You should also inform your child's coach if you think that your child may have a concussion. Remember it's better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

For current and up-to-date information on concussions you can go to: http://www.cdc.gov/ConcussionInYouthSports/

#### **Student/Parent Consent and Acknowledgements**

By signing this form, we acknowledge we have been provided information regarding concussions.

#### Student

Student Name (Print):		Grade: _
Student Signature:		Date: _
Parent or Legal Guardian		
Name (Print):		_
Signature:		Date: _
Relationship to Student:		
	Is are required to keep a signed Acknowledgement and Co	onsent form and a current

Concussion Information <a href="www.cdc.gov/concussioninyouthsports">www.cdc.gov/concussioninyouthsports</a>





# High School Athletics Policy Handbook

2024-2025 School Year

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# PHILOSOPHY OF THE DECATUR PUBLIC SCHOOLS ATHLETIC PROGRAM

The athletic program is an integral part of the education of all students who attend the Decatur Public Schools. Our goals and objectives are consistent with and comparable to those of the school district. All students have an equal opportunity to participate in athletic programs. No student shall be deprived of the right to participate because of lack of financial resources, nationality, race, color, religion, or sex, sexual orientation, disability, or marital status.

The athletic program will be broad based and as extensive as the facilities, staff, and finances can adequately support.

The leadership shall be of the highest quality to exemplify to the participants the desired type of individual to be developed from the athletic program.

The measurement of success of the leadership is not limited to won and lost records. It includes the success experienced in helping each participant develop his/her talents and desirable personal characteristics to their fullest.

The athletic program is a laboratory where students experience many of life's situations. Participation in this laboratory activity offers students the opportunity to improve character, dignity, self-worth, and concern for others. Students may learn to develop these human traits and grow as individuals to the extent of their capacity.

# STATEMENT OF PURPOSE FOR THE ATHLETIC PROGRAM OF SCHOOL DISTRICT 61

- A. Participation helps develop character, social competence, cooperation, and moral and ethical values that are an everyday part of our society.
- B. Participation develops a mutual respect for all who are involved in the competition: teammates, opponents, coaches, and officials.
- C. Participants must learn to abide by the rules, regulations, and decisions of officials, just as we all must abide by the laws that govern our society.
- D. Participation leads to a better understanding of our democratic ideals, social and economic well-being, and the spirit of fair play.
- E. Participation teaches a student that discipline and self-sacrifice are necessary ingredients of teamwork, if the end result is to be accomplished.
- F. Through participation, the individual will develop a healthy body, a sound mind, and a better understanding of individual differences.
- G. Participation provides valuable lessons which are learned during competition; for example, winning, as well as losing, reflects team effort.
- H. Competition helps to develop the fundamental processes that lead to emotional maturity and self-control.
- I. Participation in the athletic program will cause participants and spectators to look forward to attending school, resulting in an improved student attitude toward school and school-related activities.
- J. Participation in athletic competition will give students an opportunity to achieve, not only for themselves, but for their team and school community and receive their just rewards in return.
- K. The individual school administration must provide adequate control and safety measures for the participants, officials, and spectators in order to insure the proper atmosphere for interscholastic events.
- L. Members of the athletic staff shall abide by the rules and regulations and officials' decisions which govern each sport, maintain the highest standard of ethics, recognize each participant as an individual, conduct themselves in a manner befitting their responsibilities, and develop the kind of rapport with the total school community that will improve the total educational program.

# ORGANIZATION AND ADMINISTRATION THE ILLINOIS HIGH SCHOOL ASSOCIATION

Dwight D. Eisenhower and Douglas MacArthur High Schools are members of the state association which determines the overall pattern for inter-school athletics in Illinois.

As stated in the constitution of the IHSA:

This Association shall be known as the Illinois High School Association (IHSA). It shall be the purpose of this Association to provide leadership for the development, supervision, and promotion of interscholastic competition and other activities in which its member schools engage. Participation in such interscholastic activities offers eligible students experiences in an educational setting which may provide enrichment to the educational experience.

This Association, through the employment of the instrumentalists, hereinafter shall:

- 1. Supervise and regulate all the interscholastic activities in which its member schools may engage; and
- 2. Perform such other functions related to interscholastic activities as may from time to time be approved and adopted by the membership.

In the performance of these functions, the objectives of the Association shall be:

- 1. To stress the educational importance, the cultural values, the appreciations and skills involved in all interscholastic activities, and to promote cooperation and friendship.
- 2. To regulate interscholastic programs in both character and quantity according to the accepted objectives of secondary education so that interscholastics shall not unduly interfere with nor abridge the regular program of teachers and students in the performances of their regular day to day school duties.
- 3. To encourage economy in the time of the student and teacher personnel devoted to interscholastic activities.
- 4. To encourage economy in expenses of interscholastic activities; and to promote only those activities which enhance the school's desired educational goals.

#### **CONFERENCE AFFILIATION**

The two Decatur public high schools (Dwight D. Eisenhower and Douglas MacArthur) are members of the Central State 8 Conference.

No conference commitments shall be made which would be inconsistent with the athletic policies of the Decatur high schools.

#### THE DECATUR SCHOOL BOARD

The Board of Education, responsible directly to the people, is the supreme educational agency for the public schools.

The duties of the Board of Education in athletic matters may be considered to be the same as for education generally. They are as follows:

- 1. Interpreting the needs of the community and requirements of the professional organization.
- 2. Developing policies in accordance with the law and in accordance with the educational needs and wishes of the people.
- 3. Approving means by which professional agents and agencies may make these policies effective.
- 4. Furnishing financial means which provide physical and educational conditions by which organized activity may be carried on.
- 5. Appraising the efficiency of the agents and of the service rendered in terms of their value to the community.
- 6. Keeping the people intelligently informed of the purpose, value, conditions, and needs of the public education within the community.

#### THE SUPERINTENDENT OF SCHOOLS

The executive function is delegated to the Superintendent of Schools who is charged with the responsibility for devising means and ways of executing efficiently the policies adopted by the Board of Education.

The Superintendent of Schools recommends to the Board of Education the appointment of principals, coaches, assistant coaches, supervisors, and others who are given any responsibility for the handling of inter-school athletics.

He or she approves all policies and procedures recommended by his/her staff and is, in fact, directly responsible to the school board for the successful performance of the organization.

#### THE HIGH SCHOOL PRINCIPALS

The high school principal is the administrative head of the inter-scholastic athletic activities just as he/she is of all other activities at the school.

As members of Administrative Cabinet, the high school principals help formulate policies. As administrative heads of the schools, they are directly responsible to the state athletic association and the Deputy Superintendent of Schools for the conduct of the schools' athletic activities. Some specific duties of the Administrative Team and/or Athletic Director are:

- A. Certifying the eligibility of all players,
- B. Signing contracts for games,
- C. Signing contracts for officials,
- D. Representing the school's position concerning issues which are presented by the IHSA and the Athletic Conference.
- E. Management and consistent monitoring of the overall athletic program.

#### PROCEDURE FOR ESTABLISHING ATHLETIC POLICY GUIDE

The athletic directors receive input from the coaching staff in their buildings. Annually, the athletic directors then meet to make recommendations for additions, revisions, or deletions to the present policy.

Recommendations are then taken to the Assistant Superintendent, Chief Financial Officer and/or designated designee. Items recommended by the athletic directors and approved by the Assistant Superintendent become included in the athletic policy guide. Changes to the policy guide must be approved by the Board of Education.

#### THE COACHES CODE OF ETHICS

(National Federation Interscholastic Coaches Association)

The function of a coach is to educate students through participation in interscholastic competition. The activity shall be designed to enhance academic achievement and never interfere with opportunities for academic success. Each student shall be treated with the upmost respect, and his or her welfare must be considered in decisions by the coach at all times. Accordingly, the following guidelines for coaches have been adopted by the NFHS Board of Directors.

The coach must be aware that he or she has a tremendous influence, either good or ill, in the education of the student and, thus, shall never place the value of winning above the value of instilling the highest ideals of character.

The coach shall follow the social media rules and guidelines as outlined by District policy. The coach shall uphold the honor and dignity of the profession. In all personal contact with the students, officials, athletic directors, school administrators, the state high school athletic association, the media, and the public, the coach shall strive to set an example of the highest ethical and moral conduct.

The coach shall take an active role in the prevention of drug, alcohol, and tobacco abuse.

The coach shall avoid the use of alcohol and tobacco products when in contact with players.

The coach shall promote the entire interscholastic program of the school and direct his or her program in harmony with the total school program.

The coach shall master the contest rules and shall teach them to his or her to team members. The coach shall not seek an advantage by circumvention of the spirit or letter of the rules.

The coach shall exert his or her influence to enhance sportsmanship by spectators, and by working closely with cheerleaders, pep club sponsors, booster clubs, and administrators.

The coach shall respect and support contest officials. The coach shall not indulge in conduct which will incite players or spectators against the officials. Public criticism of officials or players is unethical.

The coach should meet and exchange cordial greetings with the opposing coach to set the correct tone for the event before and after the contest.

The coach shall not exert pressure on faculty members to give student special consideration.

The coach shall not scout opponents by any means other than those adopted by the league and/or state high school athletic association.

# ATHLETIC PROGRAM INTERSCHOLASTIC PROGRAM

Each of the high schools will offer a program for boys which consists of football, basketball, baseball, cross country, track and field, tennis, golf, soccer, and wrestling. The girl's program will include cross country, soccer, volleyball, tennis, golf, basketball, bowling, track and field, and softball. The following sports are offered as a co-op between the 2 high schools: Cross Country, Tennis, Soccer, Golf, and Bowling. Cheerleading and E-Sports are co-educational programs offered at both high schools. DPS also offers swimming as individual entries for the IHSA series.

Our district also sponsors representatives to state meets for sports in which we do not have teams. Please see the section entitled "Special Entry Program" for guidelines.

The following chart includes the sports and number of contests permitted in each sport including all tournaments except the IHSA series.

	Varsity	JV/Sophomore	Freshman	<u>_</u>
Football	9 games	9	9	
Basketball	31 games			
Baseball	35 games	35 games		
Bowling	20 dates			_
Cross Country	I = 18 dates T = 15 dates			
Golf	18 dates			_
Soccer	25 games			
Softball	35 games	35 games		_
Tennis	I = 20 dates			

Track & Field	I = 21 dates T = 18 dates	8 outdoor	
Volleyball	31 games		
Wrestling	T=18+0 Trn T=17+1 Trn T=16+2 Trn T=15+3 Trn T=14+4 Trn	12	

<sup>\*</sup> The number of contests permitted is restricted to the number listed for the two squads. The IHSA sponsored tournaments are permitted in addition to the number of contests listed.

#### Additional Program Guidelines:

If, because of the shortage of coaches, a coach cannot be hired to coach a team, the team may not be formed.

#### **GUIDELINES FOR CUTTING**

Each participant shall be assured a minimum of three practices before he/she is cut. The number three is used for sports where a large number of candidates try out and there is a limited amount of practice time before the first scheduled contest. Where a fewer number try out, the coach may want to permit more practices before making his first cut. Students, who report late due to participation in other approved school district sports or activities, will have the opportunity to participate in a least three practices before they are cut.

Every effort shall be made by the coach to provide each candidate with an opportunity to demonstrate his/her skill in as many areas as feasible which relate to that sport and with the proper equipment to demonstrate this skill.

In all his/her contact with the players, the coach must make every effort to treat all candidates fairly and as impartially as possible, recognizing that he may know some candidates from previous associations.

It shall also be the responsibility of the coach, when asked, to encourage, advise, and counsel those athletes cut from the squad to help them prepare for the following year and better understand the reasons for being cut.

#### **DISCIPLINARY ACTION**

Participation in athletics is a privilege.

When a student is dropped from his/her team for disciplinary reasons, it is important that he/she receive a fair notice and that he/she be given an opportunity to appeal to administration.

All coaches are responsible for reviewing the athletic code, individual school rules, and rules for their respective sport during the first week of practice with the Athletic Director, assistant coaches, students, and parents.

#### ATHLETIC DIRECTOR AND ATHLETIC OFFICIALS

#### Hiring of Officials

The hiring of officials shall be mutually satisfactory to the schools involved in the contest concerned. Decatur Public Schools also will conform with conference rules pertaining to the selection of officials. For varsity basketball contests involving intra-city teams, three officials will be hired.

Number of Officials (Boys Contests)

Sport	Varsity	Jr. Varsity	Sophomore	Fr-Soph	Freshman
Baseball	2			2	
Basketball	3		3		2
Football	5		4		4
Soccer	3				
Track	2				
Wrestling	2				

Number of Officials (Girls Contests)

Sport	Varsity	Jr. Varsity	Sophomore	Fr-Soph	Freshman
Basketball	3		3		
Softball	2			2	
Track	2				
Volleyball	2		2		2
Lines Judges=2					
Soccer	3				

Please refer to the "Fingertip Facts and Figures" to determine the pay rate.

#### TRANSPORTATION POLICY

The guidelines for using school district transportation are:

- A. A yellow school bus or school activity bus shall be used whenever possible. This is the safest means of transportation for our athletes.
- B. A school district van shall be used when there are eight or fewer people making the trip (eight passenger vans includes the driver). Consideration may also be given to using the vans when they are not being used for other school district business and it is more economical to take vans than a bus. For example, vans may be used to transport basketball or wrestling teams to holiday tournaments.

Only school district employees with a valid driver's license shall be permitted to drive a school van. No school employee may transport students in school or private vehicles unless authorized by the administration.

- C. The district prefers that a coach not use his/her personal vehicle to transport players to an athletic contest. If a coach receives permission to transport in his/her vehicle he/she must show adequate insurance coverage, each student must sign a permission form, and the coach will be reimbursed the current school district's rate for mileage when using a personal vehicle for this purpose.
- D. Students are expected to arrive and return from athletic events with their team and coach in the district provided transportation. In the rare event that a student must leave the activity due to an unusual event, the student's parent/legal guardian must present to the student's coach a note signed by them indicating they are taking the student with them and relieving the school of their responsibility of transporting the student back to the school building. A student may only leave with their parent/legal guardian. The District reserves the right to require court documentation of parental / guardian status when releasing a student to a parent/legal guardian.
- E. Every effort will be made to minimize transportation needs through the scheduling of activities.

When ordering a bus or van, a bus request shall be completed electronically. The bus request forms for fall and winter sports shall be submitted prior July 1<sup>st</sup>. Bus requests for spring sports shall be submitted by February 1<sup>st</sup>.

#### TRANSPORTATION PROCEDURES

The Decatur Public School District provides transportation for IHSA sanctioned contests using the following as guidelines. All arrangements for the transportation of students is to be arranged by the district's transportation department, phone 362-3026.

**High School:** Transportation is restricted to active participants. Active participants include students expected to be in uniform, student manager(s), school district paid coaches, approved volunteer coaches, trainer, adults paid to act as scorekeepers or minor officials, athletic directors, and school/district administrators. Persons not eligible to ride include parents, student spectators, pom pon squads, spouses/children.

**Cheerleaders:** The district-paid cheerleading advisor must accompany the cheerleaders on the bus.

**Bus Information:** All buses must be requested through the normal district procedure. Athletics have a priority over other types of events only if ordered in advance and in this manner. Buses utilized for athletic transportation have a capacity of 62 if seated 3 to a seat. If seated 2 to a seat, the capacity is 44.

**Vans:** District 61 has a fleet of 5 student vans. Seating capacity is 8 persons including the driver. The transportation department may rent cars or vans which meet state requirements when

necessary. Students are never allowed to drive district-owned or rented vehicles and are never given mileage reimbursement. Drivers must be district-approved persons. The vans are to be picked up the day of use and returned immediately after use.

**Personal Cars:** District 61 prefers that personal vehicles are not used. In limited circumstances, the district will pay a coach mileage in lieu of using a district van. A coach should never be required to drive his/her own vehicle when transporting student athletes to compete in out-of-town IHSA events. A coach is required to have administrative permission to use his/her personal vehicle prior to the event, shall submit proof of insurance, and student athletes shall be required to submit a permission form if riding in a coach's personal vehicle. Student athletes shall never be permitted to use private vehicles as transportation to compete in an out-of-town event. Students will not be reimbursed for mileage.

Vans and buses may be used for reward purposes, such as team trips to University of Illinois games. Trips to theme parks cannot be charged to the transportation or education fund. School buses and vans may be used, if available, but must be paid for from building and/or activity funds.

#### TRANSPORTATION POLICY FOR INTRA-CITY GAMES

Sport	Transportation –	Transportation –
_	Furnished	Not Furnished
Varsity Football	X	
JV Football	X	
Sophomore Football	X	
Freshman Football	X	
Varsity Basketball (Boys and Girls)		X
JV Basketball		X
Sophomore Basketball*		X
Freshman Basketball*		X
Varsity Wrestling		X
Fr-Soph Wrestling*		X
Varsity Baseball		X
Fr-Soph Baseball*	X	X
Varsity Soccer (Boys and Girls)*		X
Varsity Softball		X
Fr-Soph Softball*	X	X
Varsity Track*		X
Fr-Soph Track*	X	X
Varsity Volleyball*		
Fr-Soph Volleyball*	X	X

<sup>\*</sup>Bus may be used if the game is scheduled on a school day, at a time when a school bus is available. If a bus is used, coaches will not be paid mileage. Pending need.

#### STUDENT CODE OF ETHICS

#### Decatur Public Schools 61 considers the welfare of the student our priority consideration.

A firm and fair policy of enforcement is necessary to uphold the regulations and standards of the athletic department. Decatur Public Schools Administration and the coaching staff feel strongly that high standards of conduct and citizenship are essential in maintaining a sound program of athletics. All athletes shall abide by a code of ethics which will earn them the honor and respect that participation and competition in the interscholastic program affords.

Any conduct that results in dishonor to the athlete, the team, the school, or Decatur Public Schools will not be tolerated. Acts of unacceptable conduct, such as, but not limited to theft, vandalism, disrespect, immorality or violations of law, tarnish the reputation of everyone associated with the athletic programs and will not be tolerated.

#### **Policy Regarding Parental Concerns**

A copy of the team rules, seasonal activity participation, and the Athletic Code will be distributed to parents and attached to the permission form. Coaches shall have mandatory parent meetings before the start of the sport season and review their rules and schedules. Parents are expected to be role models of good sportsmanship and support for the sport that their student participates.

In the event that a parent has a concern involving a coach or sport program that their student participates, the following guidelines shall be followed:

- 1. Concerns such as playing time, player positions, coaching philosophy or game strategy are NOT items warranting individual coach/parent discussion.
- 2. Other parent concerns shall be addressed by the parent making an appointment with the coach for a private parent/coach conversation to discuss the concern and reach a resolution.
- 3. If the meeting between the parent and coach does not resolve the concern, the parent may request a meeting with the Athletic Director and the coach to further discuss the concern and reach a resolution.
- 4. If this meeting does not resolve the concern, a final meeting between the Principal, the Athletic Director, the coach and the parent will be scheduled to discuss the concern.
- 5. The Principal is the administrative head of all inter-scholastic activities in the school and is the IHSA or IESA District Representative for the District. The final decision and appeal for a resolution of the concern will be made by the Principal after the final meeting.
- 6. Do not approach the coaches or players immediately following a game.

### DECATUR PUBLIC SCHOOLS ATHLETIC CODE

#### **PROCEDURES**

- 1. Coaches' rules shall be written and distributed so all participants and parents may read and review them. Rules will be shared through mandatory parent meetings.
- 2. Each coach will hold a team meeting to review team rules with the participants at the beginning of the sport season to make sure the participants are aware of them. A copy of the team rules, seasonal activity participation, and the Athletic Code will be distributed to the parents, or available online, attached to a participation permission form.

- 3. Coaches' rules must also include consequences for students who violate the rules.
- 4. Any student accused of violating a rule and subject to a consequence of a suspension of greater than three (3) games shall be informed of the nature of the offense and may request a hearing before the Principal and Athletic Director.

#### OFFENSES IN VIOLATION OF THE HIGH SCHOOL ATHLETIC CODE

A student found in violation of the Athletic Code may receive consequences up to and including dismissal from the team/activity for the remainder of the season or school year. Such violations include, but are not limited to:

- Use, possession, transfer, attempted transfer, sale or attempted sale of alcohol, tobacco products, e-cigarettes and/or any controlled/illegal substances or any lookalike, including any substance held out to be a drug, alcohol or tobacco product.
- Violations of individual coaches' rules, insubordination, poor sportsmanship, conduct detrimental to the team and to school spirit.
- Violations of academic integrity and ethics.
- Violations of the DPS 61 Student Code of Conduct.

#### **ENFORCEMENT**

A student who violates the Athletic Code and who has been provided a hearing and assessed a consequence cannot avoid the consequence by transferring to another Decatur Public High School. The penalty will be enforced at the student's new school before the student can become eligible for participation.

#### SEASONAL ACTIVITY PARTICIPATION

Limited dual participation in activities is permissible. The philosophy of our district is to permit a student with a special talent to contribute to the success of an activity in an additional program. The student must designate one activity as his/her primary activity. His/her first commitment is to the activity that he/she is considered to have designated as his/her primary activity.

To apply this guideline to a situation where a student has a conflict between school activities, the following procedure will be followed to resolve the situation:

- **Step 1** The student shall inform teachers, coaches, etc. of the conflict and attempt to resolve the situation on his/her own.
- **Step 2** Unresolved conflicts will be jointly discussed by both instructors in an attempt to reach resolution. Where possible, teachers/coaches will work to share the student fairly between conflicting activities. Consideration will be given to the nature and importance of the opposing activities. For example, games/matches, competitions, and performances take precedence over practices.
- **Step 3** If the conflict cannot be resolved in the preceding steps, the matter shall be appealed to the building level administration for resolution. Resolution will then involve consideration of the designated primary activity and the nature and importance of the conflicting activity. Care will be taken to resolve the conflict in the best interest of the student and the school.

No penalty shall be assessed to the student if the resolution procedure results in a missed practice, performance, competition, etc.

#### **Examples of dual participation in two athletic teams are:**

- A soccer player who wishes to punt, kick field goals, and/or kick off for football.
   Special note players who cross over from soccer to football need to physically conditioned to football situations.
- 2. A volleyball player who wishes to participate in girls IHSA golf tournament.
- 3. A baseball or softball player who can fill in on the relay team for track.
- 4. A cheerleader must be permitted to participate in spring sports.

Sophomores, Juniors, or Seniors who quit a fall sport may not go out for a winter sport until the fall sports season is over. Special circumstances will be considered in an appeal.

Sophomores, Juniors, or Seniors who quit a winter sport may not go out for a spring sport until the winter sports season is over. Special circumstances will be considered in an appeal.

A freshman shall be allowed to leave a team on or before the first day of school for a fall sport and on or before Thanksgiving for a winter sport without being penalized.

#### STUDENT ASSIGNMENTS, RESIDENCY, AND TRANSFERS

Student enrollment and attendance center assignments shall be governed by the Decatur School District No. 61 policies and the Illinois school residency laws found in the *Illinois School Code*.

- A. If the parent(s) of a middle/high school student move(s) after the start of the school year, the *Illinois School Code* allows that student to complete the current school year only at the same school. IHSA Athletic Eligibility By-Laws require a ruling on IHSA eligibility by the Executive Director in the event of such circumstances.
- B. Students who have attended one school while enrolled in Decatur Public Schools for their entire high school career and whose parents, custodial parent, or court appointed guardian move from the attendance area traditionally served by that school following the student's completion of the eleventh (11<sup>th</sup>) grade, may remain in that school and retain eligibility if the student has attained senior classification by the beginning of the new academic year and with the appropriate amount of credits subject to IHSA eligibility restrictions and the DPS 61 criteria below:
  - a. Parent(s) provide transportation.
  - b. Absenteeism and tardiness shall not increase beyond the student's previous record.
  - c. The student shall be picked up promptly after school or practice.

#### C. Transfer Rules for Athletics

1. If a student's attendance center is determined by an IEP Team, the student shall be eligible at either their home high school or eligible at both their home high school or a the school housing the special education setting as governed by IHSA by-laws.

2. If a student transfers from one attendance center to another attendance center in the Decatur School District, IHSA rules will apply in all cases.

Also, the Decatur Public Schools shall abide by the IHSA Athletic Eligibility By-Laws for all provisions including Attendance (3.010), Residence (3.030), Transfer (3.040), and Scholastic Standing (3.020).

#### SCHOLASTIC STANDING

The Board of Education Policy states:

Students in grades 9-12 must satisfy the Illinois High School Association's scholastic standing requirements (in District 61 the requirement of passing at least 25 credit hours of high school work per week). Any student participant failing to meet these academic criteria shall be suspended from the activity until the specified academic criteria are met.

Each team coach will provide the athletic director a list of participants that will be used to generate the official eligibility list. The athletic director will then provide the official participant list to the eligibility secretary who will in turn generate a master eligibility list. The secretary will then provide this official list to each teacher for the eligibility grade checks. Each week the eligibility secretary will provide to the athletic director, appropriate coach, and the building principal a list of any student athlete who is failing and/or is ineligible for athletic participation the next week. It is imperative that all teachers enter grades into the grading system by Thursday midnight. The period of ineligibility shall run from Monday morning through Sunday evening following the grade check announcement on Friday. A student shall be declared academically ineligible if he/she is not passing twenty-five credit hours of course work for the preceding week of the scheduled contests.

#### MAKING THE WEEKLY ELIGIBILITY CHECK

The following procedure shall be followed in making the weekly eligibility check. "Twenty-five (25) credit hours of high school work" is defined as any combination of subjects, accepted by local high school authorities in determining the requirements for graduation and which accumulates at least two (2) credits or its equivalent per semester. Since the rules require that a student must be passing in twenty-five (25) credit hours per week, a weekly check of each student athlete's scholastic eligibility is necessary.

Most important to note is that "a student must satisfy all academic standards (i.e., pass five classes with a grade of D or above)" is determined to measure a student's performance on a cumulative basis from the beginning of a semester through the date on which the check is made.

Schools shall conduct this weekly check in a consistent manner convenient to its individual operations. Student eligibility or ineligibility is then enforced on the Monday following the date of the check. For example, consider a school which checks eligibility every Wednesday. Records are processed through the computer and a printout of all athletes' standings is given to the athletic director on Friday. His office reviews the list and reports Thursday afternoon to the principal that a student is not passing twenty-five (25) hours as of this check. The principal informs the student

and coaches on Friday morning that the student is not passing the required work and is, thus, ineligible for one week, beginning the following Monday morning. The student may play in contests held that evening or on Saturday, the next day; however, the entire next week, the student is ineligible.

#### **AGE**

#### IHSA By-Law

4.061: "A student shall be eligible through age nineteen (19) unless the student shall become twenty (20) during a sport season, in which event eligibility shall terminate on the first day of such season (as the season is defined in Section 5.000 of these By-laws).

#### **ATHLETIC INJURIES**

The procedure for reporting accidents in the interscholastic program shall be as follows:

Accidents that occur in the interscholastic program shall be reported on the Decatur Public Schools Student Accident Report form using the same criteria for reporting as in any other reportable accident. The accident form shall be completed and provided to the school office.

School District 61 contracts HSHS St. Mary's to provide athletic training services. Athletic Trainer will provide Services within the scope of his/her license under the provisions of 225 ILCS 5/1 et seq., referred to as the Illinois Athletic Trainers Practice Act, and 68 Illinois Administrative Code 1160. Athletic Trainer will offer treatment options, including without limitation, ice, heat, therapeutic exercises, taping and bracing. Athletic Trainer may only suggest over-the-counter medication. When appropriate, Athletic Trainer may suggest further testing or treatment. Documentation of the Services will be provided, and a copy made available for the athlete's record file.

#### **INSURANCE**

The District has an accident insurance policy in place that covers all student athletes. Requirement for student proof of insurance is no longer necessary.

#### PHYSICAL EXAMINATION

Students in their first seven (7) semesters of attendance shall have filed with their high school principal a certificate of physical fitness issued by a licensed physician not more than one-year preceding practice or participation in any interscholastic athletic contest or activity. Students in their eighth (8th) semester of attendance shall have filed with their high school principal a certificate of physical fitness issued by a licensed physician not more than thirteen (13) months preceding practice or participation in any interscholastic athletic contest or activity.

#### PARENT PERMITS

Parent permit forms will be provided by the district. Each participant shall be required to have a signed form on file in the athletic director's office before the student may participate in any sport. A sample of a parent permit may be found on page **PARTICIPATION FEE** 

All students who participate in the athletic program will be assessed a participation fee. The participation fee is \$20 per sport or a total cap of \$100 per family, (please refer to the Finger Tips Facts and Figures on page 33). The fee will be used to offset the cost of supplies and other program expenses. The procedure for collecting the money is:

- A. Participant should pay the fee before he/she is permitted to compete unless he/she has successfully completed a DPS 61 fee waiver.
- B. In those sports where it is necessary to cut, only those students who make the squad will be expected to pay.

# POLICY FOR STUDENT-ATHLETE PARTICIPATION AND GAME DAY ATTENDANCE

Student-athletes must be in attendance at least one-half day on the day of an activity to be eligible to participate that day. The school administration will make all eligibility decisions concerning any unusual circumstances.

#### STANDARDS AND AWARDS FOR INTERSCHOLASTIC SPORTS

In addition to meeting the minimum standards for earning awards as outlined below, a participant must complete the season in good standing as determined by the athletic director and the coach of that particular sport. In case of injury, the participant's record shall count only for those games in which he/she was physically able to participate.

The criteria for earning awards in the various sports are:

#### Football

A player must participate in one-third or more of the total number of quarters.

#### Basketball

A player must participate in one-third or more of the total number of quarters.

#### Baseball and Softball

A player shall participate in at least one-half of the games; a pitcher in one-third of the games.

#### **Bowling**

A player must bowl in one-third of the games bowled by the team.

#### Soccer

A participant must play in at least one-third of the quarters which the team plays.

#### **Volleyb**all

A varsity player must participate in one-third of all games played; a junior varsity player in one-third of all games that are played.

#### Cross Country, Golf, Tennis, Track, Wrestling

A player shall receive one point for participation in a meet or match or two points if the player wins his match, but not on a forfeit, or if he scores points in a track meet.

Freshman and sophomore awards in all sports shall be determined in the same way as varsity awards. Participants who have finished the season in good standing and do not qualify for a plaque or certificate medallion shall be given a certificate of appreciation.

#### Standards for Cheerleaders

Awards shall be governed by the Cheerleader's Constitution.

#### Special Awards

Patches (4 inches) may be purchased for state championship team members or for individuals who win a state championship.

A senior who has participated three full seasons in any given sport shall be awarded a plaque at the completion of his senior year of competition in that sport.

# DECATUR PUBLIC SCHOOLS -District Forms-

# DECATUR PUBLIC SCHOOLS Agreement to Participate

Each student and his or her parent/guardian must read and sign this *Agreement to Participate* each year before being allowed to participate in interscholastic sport(s) or intramural athletics. The completed *Agreement* shall be returned to the Coach. Student name (printed)

1.	I wish to participate in the following interscholastic sport(s):(fill in b	lank)
2.	Before I will be allowed to participate, I must provide the School District with a certificate of ph fitness (if participating in interscholastic sport(s), the Pre-Participation Physical Examination serves this purpose), and complete any forms required by the Illinois High School Association (II	Form
3.	I agree to abide by all conduct rules and will behave in a sportsmanlike manner. I agree to follo coaches' instructions, playing techniques, and training schedule as well as all safety rules.	w the
4.	I understand that Board policy 7:305, <i>Student Athlete Concussions and Head Injuries</i> , requires, a other things, that a student athlete who exhibits signs and symptoms, or behaviors consistent v concussion or head injury must be removed from participation or competition at that time and that student will not be allowed to return to play unless cleared to do so by a physician licensed to premedicine in all its branches or a certified athletic trainer and subject to all District return-to-play return-to-learn protocols.	with a t such actice
5.	The Concussion Oversight Team shall establish each of the following based on peer review scientific evidence consistent with guidelines from the Centers for Disease Control and Prevention: A return-to-play protocol governing a student's return to interscholastic ath practice or competition following a force of impact believed to have caused a concussion. The Superintendent or designee shall supervise an athletic trainer or other person responsible for compliance with the return-to-play protocol. A return-to-learn protocol governing a student's return to the classroom following a force of impact believed to have calconcussion. The Superintendent or designee shall supervise the person responsible for compliance the return-to learn protocol.	ause a
6.	I am aware that with participation in sports comes the risk of injury, and I understand that the of danger and seriousness of risk vary significantly from one sport to another with contact carrying the highest risk. I am aware that participating in sports involves travel with the teacknowledge and accept the risks inherent in the sport(s) or athletics in which I will be participand, in all travel, involved. I agree to hold the District, its employees, agents, coaches, school members, and volunteers harmless from any and all liability, actions, claims, or demands of any and nature whatsoever that may arise by or in connection with my participating in the school-spor interscholastic sport(s) or intramural athletics. The terms hereof shall serve as a release and assum of risk for my heirs, estate, executor, administrator, assignees, and for all members of my family	sports eam. I pating board y kind nsored aption

Date:

**Student signature:** 

#### **Parent Permit**

### To be read and signed by the parent/guardian of the student:

- 1. I am the parent/guardian of the above-named student and give my permission for my child or ward to participate in the interscholastic sport(s) or intramural athletics indicated. I have read the above *Agreement to Participate* and understand its terms.
- 2. I acknowledge having received the attached *Concussion Information Sheet*.
- 3. I understand that all sports can involve many **risks of injury**, and I understand that the degree of danger and seriousness of risk vary significantly from one sport to another with contact sports carrying the higher risk. I am aware that participating in sports involves travel with the team. In consideration of the School District permitting my child to participate, I agree to hold the District, its employees, agents, coaches, board members and volunteers harmless from any and all liability, actions, claims or demands of any kind and nature whatsoever that may arise by or in connection with the participation of my child in the sport(s) or athletics. I assume all responsibility and certify that my child is in good physical health and is capable of participation in the above indicated sport or athletics.

Parent/Guardian signature:	Date:
<b>Emergency Contact Information</b>	
Name:	Relationship to student:
Day phone number:	Evening phone number:
Cell phone number:	Other:
Name:	Relationship to student:
Day phone number:	Evening phone number:
Cell phone number:	Other:
Name:	Relationship to student:
Day phone number:	Evening phone number:
Cell phone number:	Other:
Name:	Relationship to student:
Day phone number:	Evening phone number:
Cell phone number:	Other:

# **IHSA Pre-participation Examination Link**

 $\frac{https://www.ihsa.org/documents/sportsMedicine/Pre-participation\%20Examination\%202012-13.pdf}{}$ 

#### **Concussion Information Sheet**

A concussion is a brain injury, and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. In other words, even a "ding" or a bump on the head can be serious. You can't see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

### Symptoms may include one or more of the following:

- Headaches
- "Pressure in head"
- Nausea or vomiting
- Neck pain
- Balance problems or dizziness
- Blurred, double, or fuzzy vision
- Sensitivity to light or noise
- Feeling sluggish or slowed down
- Feeling foggy or groggy
- Drowsiness
- Change in sleep patterns

- Amnesia
- "Don't feel right"
- Fatigue or low energy
- Sadness
- Nervousness or anxiety
- Irritability
- More emotional
- Confusion
- Concentration or memory problems (forgetting game plays)
- Repeating the same question/comment

### Signs observed by teammates, parents and coaches include:

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays incoordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can't recall events prior to hit
- Can't recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

#### What can happen if my child keeps on playing with a concussion or returns too soon?

Athletes with the signs and symptoms of concussion shall be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often fail to report symptoms of injuries. Concussions are no different. As a result, education of administrators, coaches, parents and students is the key to student-athlete's safety.

#### If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion shall be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance and adherence to the School District's return-to-play and return-to-learn protocols. Close observation of the athlete shall continue for several hours. IHSA Policy requires athletes to provide their school with written clearance from either a physician licensed to practice medicine in all its branches or a certified athletic trainer working in conjunction with a physician licensed to practice medicine in all its branches prior to returning to play or practice following a concussion or after being removed from an interscholastic contest due to a possible head injury or concussion and not cleared to return to that same contest. In accordance with state law, all IHSA member schools are required to follow this policy. Per the HSHS St. Mary's Athletic Trainer agreement, the District shall adhere to the IHSA Protocol for Implementation of NFHS Sports Playing Rule for Concussions.

You should also inform your child's coach if you think that your child may have a concussion. Remember it's better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

For current and up-to-date information on concussions you can go to: http://www.cdc.gov/ConcussionInYouthSports/

Adapted by the Illinois High School Association from the CDC and the 3<sup>rd</sup> International Conference on Concussion in Sport, Document created 7/1/2011. Reviewed 4/24/2013.



#### IHSA Sports Medicine Acknowledgement & Consent Form

#### IHSA PERFORMANCE-ENHANCING SUBSTANCE TESTING POLICY

In 2008, the IHSA Board of Directors established the association's Performance-Enhancing Substance (PES) Testing Program. Any student who participates in an IHSA-approved or sanctioned athletic event is subject to PES testing. A full copy of the testing program and other related resources can be accessed on the IHSA Sports Medicine website. Additionally, links to the PES Policy and the association's Banned Drug classes are listed below. School administrators are able to access the necessary resources used for program implementation in the IHSA Schools Center.

**IHSA PES Testing Program** 

http://www.ihsa.org/documents/sportsMedicine/2014-15/2014-15%20PES%20policy%20final.pdf

**IHSA Banned Drug Classes** 

http://www.ihsa.org/documents/sportsMedicine/2014-15/2014-15%20IHSA%20Banned%20Drugs.pdf

#### IHSA STEROID TESTING POLICY CONSENT TO RANDOM TESTING

As a prerequisite to participation in IHSA athletic activities, we agree that I/our student will not use performance-enhancing substances as defined in the IHSA Performance-Enhancing Substance Testing Program Protocol. We have reviewed the policy and understand that I/our student may be asked to submit to testing for the presence of performance-enhancing substances in my/our student's body either during IHSA state series events or during the school day, and I/our student do/does hereby agree to submit to such testing and analysis by a certified laboratory. We further understand and agree that the results of the performance-enhancing substance testing may be provided to certain individuals in my/our student's high school as specified in the IHSA Performance-Enhancing Substance Testing Program Protocol which is available on the IHSA website at www.IHSA.org. We understand and agree that the results of the performance-enhancing substance testing will be held confidential to the extent required by law. We understand that failure to provide accurate and truthful information could subject me/our student to penalties as determined by IHSA.

A complete list of the current IHSA Banned Substance Classes can be accessed at <a href="http://www.ihsa.org/documents/sportsMedicine/2014-15/2014-15%20IHSA%20Banned%20Drugs.pdf">http://www.ihsa.org/documents/sportsMedicine/2014-15/2014-15%20IHSA%20Banned%20Drugs.pdf</a>

#### ACKNOWLEDGEMENT AND CONSENT

# **Student/Parent Consent and Acknowledgements**

By signing this form, we acknowledge we have been provided information regarding concussions and the IHSA Performance-Enhancing Testing Policy. We also acknowledge that we are providing consent to be tested in accordance with the procedures outlined in the IHSA Performance-Enhancing Testing Policy.

Student Name (Print):	Grade (9-12):
Student Signature:	Date:
Parent or Legal Guardian Name (Print):	
Signature:	
Relationship to student:	
Consent to Self Administer Asthma Medication	
As a patient under my care,administer the following asthma medication.	, is prescribed to self-
Medication:	
Purpose:	
Dosage:	
Time/Special Circumstances:	
Printed Name of Physician Signatu	re of Physician Date
I,, do hereby give	my son/daughter,
Permission to self-administer his/her asthma medic during athletic competition.	
Printed Name of Parent/Guardian Signature of	of Parent/Guardian Date

# DECATUR PUBLIC SCHOOL DISTRICT 61 STUDENT ACCIDENT REPORT

Student's Name			N f . 1 .	F1.
School	Grade	_ Age		Female
Date of Accident Place of Accident: School Building School Ground	Exact Tille _ ls To/From 9	School	_ A.WI	P.M
Other	15 10/1101111	Jenooi		
Other Other Number of Days Ab	sent From Schoo	ol*		
(*If student is absent for an extended period of time, send				returns to school.)
DESCRIPTION OF ACCIDENT: How did it happen? What was student doing? List the conditions existing. Specify machinery or other equipment involved. Describe the school accident to the extent that you feel a person who has not see the accident will know what has happened. Was student take to emergency room or a doctor's office?	n	CAUSE OF asketball classroom all ootball ree Play cy Conditions icked .E. Class ushed other (specify)		ENT  Ran together  Scuffling/fighting  Struck by moving object  Struck fixed object  Stepped on object  Tripped  Twisted body joint  Wrestling
ACCIDENTS BY ACTIVITIES	AbAnBrBrCaCcCc	E OF INJUR prasion nputation oken Teeth uise urn aused Ache ancussion ontusion her (Specify):	RY	CutDislocationFracturePulled MusclePunctureScratch _Sprain/StrainTorn Ligament
LOCATION OF ACCIDENT Athletic FieldLocker AuditoriumShowerCafeteriaPlaygroundClassroomRestroomCorridorsSchool CrossingGymnasiumStairsGym-OutsideStreetsIndustrial ArtsSidewalksOther (Specify):	AbArBaCrCrEa	odomen ikle m ick iest iin	OY INJUI	RED (Right or left)  _EyeLeg _FaceMouth _FingerNeck _FootNose _HandRibs _HeadShoulder _HipTeeth _KneeWrist
Signature of person in charge	Report prep	ared by		
Signature of Principal	Date of Rep	ort		

SEND ORIGINAL OF THIS REPORT TO KEIL BUSINESS OFFICE – ATTENTION: ( KEEP A COPY FOR YOUR RECORDS

(Rev.8/07)

# ATHLETIC FINGERTIP FACTS AND FIGURES DPS HIGH SCHOOL EVENTS (not including conference, district and state contest)

### **TICKET PRICES**

Any under high school age Child/Student, must be accompanied by their parent/guardian to be admitted to any athletic event. Once admitted to the athletic event, it is recommended the Child/Student be chaperoned by a parent/guardian at all times.

<b>General Admission</b>	Adult	Student
Varsity Football & Boys Varsity Basketball	\$5.00	\$3.00
Volleyball & Girls Varsity Basketball	\$5.00	\$3.00
Varsity Boys Wrestling	\$5.00	\$3.00
Underclass Football & Basketball	\$3.00	\$2.00
Senior Citizen with Medicare Card	\$3.00	
Varsity Soccer	Free	Free
Baseball, Softball, Track & Field	Free	Free
All Sports Season Pass	\$50.00	
Student Participation Fee	\$20.00 per sport	

#### **HOME GAME PERSONNEL**

Ancillary duties for game day or miscellaneous support personnel will follow the Board approved Flat Rate Short-term Rate of Pay.

#### **2024-2025 Athletics**

Name of Employee

- Game Day Personnel Operations (Hourly \$15.00)
- Game Day Personnel Score Board Operator / Score Keeper (Hourly \$15.00)
- Game Day Personnel Gym Manager (Hourly \$15.00)
- Track/Field Timer (Trained) (Daily \$150.00 Per Timer)
- Cross Country Timer (Trained) (Daily \$150.00 Per Timer)

#### HOME GAME PERSONNEL ATHLETIC TIME SHEET

1 .	,					
SPORT	ACCOUNT CODE	DATE	JOB	HOURLY	TIME	TOTAL TIME
			DESCRIPTION	RATE	From To	
					/	
					/	
					/	
					/	
					/	
					/	
					/	
					/	
is his/her first jo	is not a regular staff member b for the district, we need for	or him/her		BE COMPLETE		
	onnel Department to comple		Ra	te per hour	Total hour	8
	ormation. They will not be sprocessed by the Personne		it. Amo	ount to be paid		
Athletic Directo	r			Principal		



### Board of Education Decatur Public School District #61

<b>Date:</b> April 23, 2024	Subject: Promethean Active Panel Purchase
<b>Initiated By:</b> Mary Brady, P-12 Director of Teaching & Dr. Mary Ann Scholz, Assistant Director of Finance, Grants, and Special Projects	Attachments: Trafera Estimate E000112651
Reviewed By: Dr. Rochelle Clark, Superintendent	

#### **BACKGROUND INFORMATION:**

There has been a significant amount of Title I Carry-Over Funds provided to the District during the 2023-2024 school year. A number of Promethean Active Panels were purchased in June 2023.

#### **CURRENT CONSIDERATIONS:**

Promethean Active Panels and carts have been requested for additional classrooms and learning spaces in most buildings.

#### FINANCIAL CONSIDERATIONS:

The total cost is \$219,388 for 52 ActivePanels and mobile carts. Title I funds will be utilized for this purchase.

#### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Promethean Active Panels (52) Purchase with Trafera in the amount of \$219,388 as presented.

# RECOMMENDED ACTION: X Approval Information Discussion BOARD ACTION: \_\_\_\_\_\_\_





Bill to
Decatur School District 61
Customer No: 93192
101 WEST CERRO GORDO STREET
DECATUR IL 62523
USA

Ship to

Quote Details Created: April 1, 2024 Expiration: June 30, 2024 Created by: Timothy Peters tim.peters@trafera.com

**Estimate No:** E000112651

Contract None

#### **Products & Services**

Items and Descriptions	Overview	Notes	Qty	Unit Price	Totals
IFP 86" ACTIVPANEL 9 4K W/4X PEN PREMIUM	ActivPanel 9 86" 4K - 4 x Pens, VESA Wall Mount, WIFI Module & Cable pack included. ActivInspire Professional Edition available FOC Premium		46	\$3,450.00	\$158,700.00
IFP 65" ACTIVPANEL 9 4K W/4X PEN PREMIUM	ActivPanel 9 65" 4K - 4 x Pens, VESA Wall Mount, WIFI Module & Cable pack included. ActivInspire Professional Edition available FOC Premium		6	\$1,850.00	\$11,100.00
MOBILE ADJ STAND FOR ACTIVEPANEL 200LB	MOBLE ADJUSTABLE STAND FOR ACTIVEPANEL FOR UP TO 200LBS		46	\$919.00	\$42,274.00
MOBLE MOUNT FOR PANEL UP TO 65-75" 152LB	Compatible with ActivPanel 65"-75" and ActivPanel i-Series 65", 75".  A perfect solution to move the ActivPanel up and down effortlessly  Designed with a shielded spring-based system  No power requirements  Maintenance free  Ideal fit for the classroom		6	\$919.00	\$5,514.00
Shipping			1	\$1,800.00	\$1,800.00
				Subtotal	\$219,388.00
				Tax	\$0.00
				Total	\$219,388.00
				Net Terms	N30

#### **Terms and Conditions**

This quote is confidential and is to be viewed solely by individuals within the organization to whom it is addressed. Unauthorized distribution or disclosure of the contents of this quote is prohibited. If you are not from the organization addressed, please notify us immediately so we can prepare a quote specific to you. Prices and availability may change without notice prior to the quote expiration date.



#### Questions? Contact me

#### **Timothy Peters**

tim.peters@trafera.com



#### Trafera

2550 University Ave W, Suite 416 - S St. Paul MN 55114 United States



### Board of Education Decatur Public School District #61

<b>Date:</b> April 23, 2024	<b>Subject:</b> New Educator Professional Development with 1st Class Educator
<b>Initiated By:</b> Mary Brady, P-12 Director of Teaching & Learning	Attachments: 1st Class Educator Proposal
Reviewed By: Dr. Larry Gray, Assistant Superintendent of Teaching & Learning, and Dr. Rochelle Clark, Superintendent	

#### **BACKGROUND INFORMATION:**

Since 2020 Decatur Public Schools has partnered with 1st Class Educator to administer professional development training centered on cultural competency and equity for the past four years serving the District Leadership Team, Principals, and now teaching staff. Moving forward several DPS 61 Administrators have collaborated with 1stClass Educator to provide on-going support to equip staff with strategies to be successful in the classroom with our EEP, Trauma Informed, and Beginning Teachers professional development.

#### **CURRENT CONSIDERATIONS:**

The New Educators professional development will illustrate the importance of communication, boundary setting, and introduce teachers to effective classroom management norms. Our New Educators professional development will include high quality instructional strategies, embed equity focused teaching practices, addressing hidden biases, and how they hinder the educational process. Staff will be given creative ways to enhance their educational practices and means of implementation. We will illustrate best practices and strategies for building and strengthening diverse relationships.

#### FINANCIAL CONSIDERATIONS:

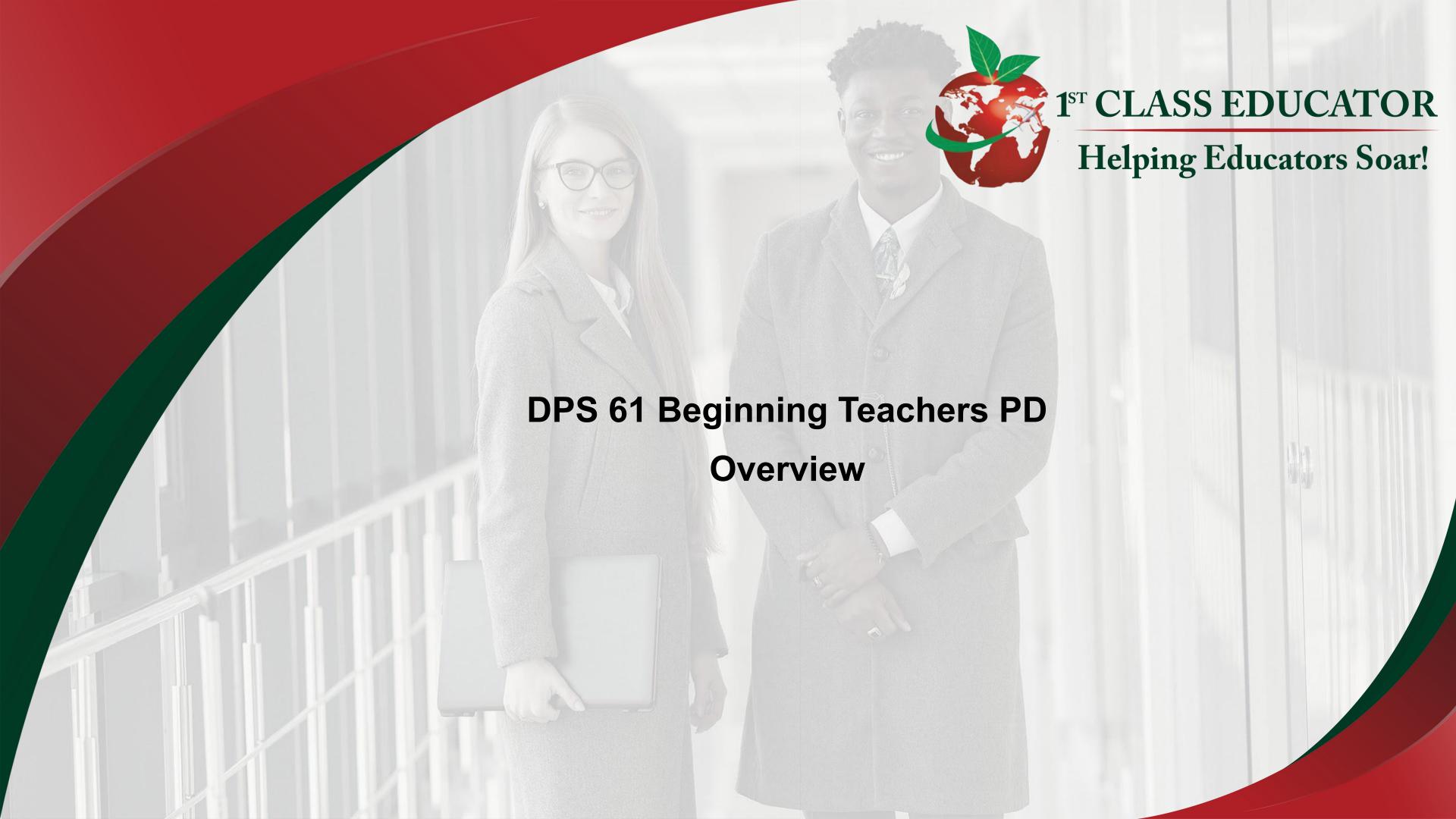
The total cost for 2 years (8 sessions) is \$44,064. This will be fully funded through Title II funds.

#### **STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education approve the New Educator Professional Development with 1st Class Educator for 2 years (8 sessions) in the amount of \$44,064 as presented.

KE	COMMENDED ACTION:
<b>T</b> 7	A 1

X	Approval	
	Information	
	Discussion	BOARD ACTION:



- Year to Date Service
- 2 Highlights
- Suggestion 24-25SY and 25-26SY
- 4 Next Steps



Deliverables Completion Date 22-23SY 60+ Staff	Deliverables Completion Date 23-24SY 35+ Staff
New Educators Week PD Session 1 1st Week Tool Kit (Icebreakers, Classroom Etiquettes, Recap) Aug. 5th, 2022	New Educators PD Series Session 1 Relationships & Report Cards Sept. 20th, 2023
New Educators PD Series Session 2 Building Relations Oct. 4th, 2022	New Educators PD Series Session 2 Classroom Management & Self-Management Oct. 18th, 2023
New Educators PD Series Session 3 Classroom ManagementNov. 3rd, 2022	
ew Educators PD Series Session 4 Hidden Biases- Equity Jan 9th, 2022	New Educators PD Series Session 3 Equity & Hidden Biases Jan 31st, 2024
New Educators PD Series Session 5 Check- In April 4th, 2022	

# **Supporting Decatur's New Educators**

## Professional Development Topics:

- Creating classroom management and routines
- Building positive relationships with parents and students
- Planning and designing effective lessons
- De-escalating conflict and encouraging a growth mindset
- Increasing participation strategies and opportunities for students to respond
- Incorporating equitable, inclusive, and culturally responsive practices





# Supporting Decatur's New Educators

What did the participants have to say???

How have Ist Class Educator's PD sessions influenced your first year at Decatur Public Schools?

"They have made me feel supported."

"They have given me a chance to see that I am not alone and so many other teachers are dealing with the same things. I am right where I need to be and doing the best that I can. I am usually reluctant to share my ideas with my colleagues, but every time I shared in these PD sessions, I received such positive feedback and affirmations."

# What have you appreciated the most or found the most valuable about the New Educator sessions?

- ★ All of the sessions were actionable and actually helpful.
  - ★ tips about classroom mgmt
- collaboration and problem solving
- welcoming environment in which we felt comfortable participating
- ★ great modeling of interactive strategies that can be used in our own classrooms

# District Impact Highlight

Teacher retention rate hits an all-time high = 84.9%, up from 72.9%

**DATA TO REFERENCE** 



# **Next Steps**

Deliverables Completion Date 24-25SY	Deliverables Completion Date 25-26SY
New Educators Week PD Session 1 1st Week Tool Kit (Icebreakers, Classroom Etiquettes, Building Relationship) Aug 2024	New Educators Week PD Session 1 1st Week Tool Kit (Icebreakers, Classroom Etiquettes, Building Relationship) Aug 2025
New Educators PD Series Session 2 Relationships & Report Cards Sept. 2024	New Educators PD Series Session 2 Relationships & Report Cards Sept. 2025
New Educators PD Series Session 3 Hidden Biases- Equity Nov 2024	New Educators PD Series Session 3 Hidden Biases- Equity Nov 2025
New Educators PD Series Session 4 Check- In Jan 2025	New Educators PD Series Session 4 Check- In Jan 2026  1st CLASS EDUCA





### Professional Development Proposal Prepared For:



PRIMARY FOCUS- BEGINNING TEACHERS PD SY24-25 & SY25-26

1<sup>st</sup> Class Educator, LLC

www.1stclasseducator.com



#### Introduction

Thank you for your interest in partnering with 1st Class Educator, LLC for your extended professional development series focused Beginning Teachers professional development. We are excited to administer a professional development series centered around effective instructional practices, classroom management, creating culturally responsive climates and equitable practices. We understand that there are many educational consulting firms offering these services, and we know that it is important to find the right firm to best serve DPS. Our skilled team of educational consultants who specialize in master teaching, classroom management, and diversity awareness all uphold the same moral and ethical values when enhancing the educational process. Our team is dedicated to assisting DPS by offering ongoing support with meaningful content to your district. In this proposal you will find the details of your plan, accompanied by the associated cost, and terms.

Thank you much for the opportunity to earn your business.

#### Background

The Decatur Public School District was established in 1865 and is in the state of Illinois, serving approximately 7,900 students. Our buildings consist of one pre-kindergarten/early learning center, five K-6 elementary schools, five K-8 schools, one middle school, two high schools, and a K-12 alternative education program as well as a social-emotional alternative program. Three of our facilities are magnet schools, including a pre-K to 8th grade Montessori school, K-8 fine arts program, and K-8 STEM academy. The District is also the administrative agent for the Macon-Piatt Special Education District, serving special needs students from member school districts in two counties.

At this time, the district has contracted 1st Class Educator to administer professional development training centered on cultural competency and equity for the past four years serving the District Leadership Team, Principals, and now teaching staff. Moving forward several DPS 61 Administrators have collaborated with 1st Class Educator to provide on-going support to equip staff with strategies to be successful in the classroom with our EEP, Trauma Informed, and Beginning Teachers professional development.



#### **Solutions Outline**

1st Class Educator will deliver a total of 8 high-quality professional development sessions in the areas described below during the 24-25SY and the 25-26SY.

Our first sessions will begin no later than August 2024 and continue throughout the school year. All sessions will feature two presenters.

#### New Educators PD Series (4 Session per School Year) Approximately 1-2 Hours

The New Educators professional development will illustrate the importance of communication, boundary setting, and introduce teachers to effective classroom management norms.

Our New Educators professional development will included high quality instructional strategies, embed equity focused teaching practices, addressing hidden biases, and how they hinder the educational process. Staff will be given creative ways to enhance their educational practices and means of implementation. We will illustrate best practices and strategies for building and strengthening diverse relationships.

**Assurance** - Our Engagement Directors have experience leading DPS 61 staff with Establishing Equitable Practices, cultural diversity, inclusion, access awareness, trauma informed and beginning teachers training. The presenters have been selected based on their background as well as their ability to appeal and relate to your staff demographics to optimize engagement, effectiveness and credibility. Progress will be monitored and assessed by our pre/post survey data, bi-monthly success check-ins, and other available data points provided by district instruments.

**Execution Timeline** - The first session is TBD but will occur no later than the end of August. Next steps after agreeing to this proposal will be finalizing session dates/times and coordinating outreach to the identified participants administration. All Professional Development sessions will be completed by June 30th, 2026. The following table represents the deliverables, projected dates and times for each session.

Deliverables	Completion Date
N. 71. PR. 0. 1. GMA 4.7	
New Educators PD Series SY24-25	June 2025
4 Session	
2 Presenters	
Approximately 1-2 Hours	
80 Staff	
New Educators PD Series SY25-26	June 2026
4 Session	•
2 Presenters	
Approximately 3-4 Hours	
80 Staff	

#### **Cost Proposal:**

The below program cost breakdown provides an itemized list of the services and materials associated with the proposed professional development. The final services and cost amount will be finalized and approved by Decatur Public Schools 61 before any work is started.

Invoices will be sent to DPS 61 and payable to 1st Class Educator via check, or direct deposit. 30% deposit is required 15 days after proposal acceptance and board approval (if necessary). Program costs and fees need to be paid in full upon completion of the first district engagement in August. This contract will be paid in full and non-refundable should the district discontinue services at any time due to staffing and resource allocations designated to execute this contract. By signing this signature line Decatur Public Schools 61 agrees to pay the associated cost for services listed below.

Description	Cost
New Educators PD Series SY24-25 4 Session 2 Presenters Approximately 1-2 Hours 80 Staff	\$22,032.00 USD
New Educators PD Series 4 Session 2 Presenters Approximately 3-4 Hours 80 Staff	\$22,032.00 USD
8 Sessions Total Cost	\$44,064.00 USD
Email: Lochabrooks@1stclasseducator.com	By:  Name:  Title:  Email:
Phone: 682-305-7788	Phone:



### Board of Education Decatur Public School District #61

<u>.</u>	Subject: School Library Refresh for 11 (eleven) Schools
<b>Initiated By:</b> Ms. Mary Brady, P-12 Director of Teaching & Learning	Attachments: Summarized Quotes for School Library Refresh for 11 (eleven) Schools
Reviewed By: Dr. Rochelle Clark, Superintendent	

#### **BACKGROUND INFORMATION:**

In January 2024, Decatur Public Schools received a significant amount of Title I Roll-Over funds. These funds need to be spent prior to September 1, 2024 or they will be forfeited by the district. Title I funds provide supplemental funding to state and Local Education Agencies (LEAs). The funding provides resources to LEAs and schools with high percentages of children from low-income families. Title I resources improve education quality and help ensure that all children meet challenging state academic standards. Title I services focus on children who are failing or who are most at risk of failing to meet state academic standards.

#### **CURRENT CONSIDERATIONS:**

Each school receiving Title I funds across the District was allocated \$25,000 to refresh their libraries. The library refresh included but is not limited to expanding grade appropriate text which address diversity, equity and inclusion. Children's literature plays an essential role in the literacy development of children. Providing a variety of literature provides children with information across multiple genres that are representative of the world in which we live.

#### FINANCIAL CONSIDERATIONS:

Total cost is \$275,00 and is covered by Title I funds. The following schools will receive a \$25,000 library refresh (American Dreamer STEM Academy, Baum Elementary, Dennis Lab School, Franklin Grove Elementary, Hope Academy, Johns Hill Magnet School, Montessori Academy for Peace, Muffley Elementary, Parsons Elementary, South Shores Elementary and Stephen Decatur Middle School).

#### STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the School Library Refresh for American Dreamer STEM Academy, Baum Elementary, Dennis Lab School, Franklin Grove Elementary, Hope Academy, Johns Hill Magnet School, Montessori Academy for Peace, Muffley Elementary, Parsons Elementary, South Shores Elementary and Stephen Decatur Middle School with Macklin Education (\$25,000 each) in the amount of \$275,000 as presented.

RECON	MENDED	ACTION.

X	Approval	
	Information	
	Discussion	BOARD ACTION:

### **Title I Library Refresh - Macklin Education**

School	Quote/Purchase Not to Exceed \$25,000	Summary
American Dreamer STEM Academy	\$42,152.98	Library refresh including but is not limited to expanding grade appropriate text which address DEI
Michael E Baum Elementary	\$29,815.25	Library refresh including but is not limited to expanding grade appropriate text which address DEI
Dennis Lab School	\$33,520.67	Library refresh including but is not limited to expanding grade appropriate text which address DEI
Franklin Grove Elementary	\$32,779.61	Library refresh including but is not limited to expanding grade appropriate text which address DEI
Hope Academy	\$33,489.97	Library refresh including but is not limited to expanding grade appropriate text which address DEI
Johns Hill	\$36,322.16	Library refresh including but is not limited to expanding grade appropriate text which address DEI
Montessori Academy for Peace	\$35,581.02	Library refresh including but is not limited to expanding grade appropriate text which address DEI
EJ Muffley Elementary	\$41,319.10	Library refresh including but is not limited to expanding grade appropriate text which address DEI
Parsons Elementary	\$28,252.91	Library refresh including but is not limited to expanding grade appropriate text which address DEI

South Shores Elementary	\$36,835.90	Library refresh including but is not limited to expanding grade appropriate text which address DEI
Stephen Decatur Middle School	\$28,096.95	Library refresh including but is not limited to expanding grade appropriate text which address DEI



### Board of Education Decatur Public School District #61

<b>Date:</b> April 23, 2024	<b>Subject:</b> E-Rate Network Equipment Purchase for Ellsworth Dansby Jr. Magnet School
Initiated By: Maurice Payne, Director of Information Technology	Attachments: E-Rate Network Equipment Purchase for Ellsworth Dansby Jr. Magnet School – Network Equipment Quote  E-Rate Network Equipment Purchase for Ellsworth Dansby Jr. Magnet School – Battery Backup Equipment Quote
Reviewed By: Dr. Jay Marino, Assistant Superintendent of Support Services, and Dr. Rochelle Clark, Superintendent	

#### **BACKGROUND INFORMATION:**

E-Rate is a program that provides funding for school district to upgrade infrastructure to support internet connectivity for the district and student devices. E-Rate will pay 85% of eligible expenses, with the district being responsible for the remaining 15%.

#### **CURRENT CONSIDERATIONS:**

For the new Ellsworth Dansby Jr. Magnet school, new network equipment is needed. This includes network switches, access points, and battery backup equipment, and licensing.

#### FINANCIAL CONSIDERATIONS:

The total cost of the network equipment is \$290,937.58. Presidio will bill USAC for the E-Rate eligible portion in the amount of \$247,296.94. The district is responsible to pay 15% of E-Rate expenses, which is \$43,640.64.

The district portion would be paid from the FY24 Information Technology budget.

#### STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the E-Rate Purchase in the amount of \$290,937.58 as presented.

RE	RECOMMENDED ACTION:	
X	X Approval	
	<b>I</b> Information	
	<b>Discussion</b>	
	BOA	ARD ACTION:



2003524096819-02

DATE: 02/23/2024 PAGE: 1 of 5

TO:

Decatur Public School District 61 Maurice Payne 101 W Cerro Gordo St Decatur, IL 62523

mpayne@dps61.org (p) 2174243085 (f) (269) 423-6849

**BILL TO:** 

Decatur Public School District #61

101 West Cerro Gordo Decatur, IL 62523 FROM:

Presidio Networked Solutions Group, LLC

Tadd Gerst

8161 Maple Lawn Blvd. Suite 150

Fulton, MD 20759

tgerst@presidio.com (p) +1.309.306.7833

SHIP TO:

Decatur Public School District #61

300 E Eldorado St Decatur, IL 62523

Contract Vehicle: \*Open Market

Customer#: DECAT009

Account Manager: Tadd Gerst Inside Sales Rep: Amy Peterson

Title: Erate 2024 - Cisco/Meraki/Vertiv Liebert - Option 2

#	Part #	Description	Unit Price	Qty	Ext Price
Switc	hes				
MS	250-48FP-HW				
1	MS250-48FP-HW	Meraki MS250-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	\$5,521.71	16	\$88,347.36
LIC	-MS250-48FP-5YR			Total:	\$88,347.36
2	LIC-MS250-48FP-5YR	Meraki MS250-48FP Enterprise License and Support, 5YR	\$1,162.05	16	\$18,592.80
MΔ	-PWR-1025WAC			Total:	\$18,592.80
3	MA-PWR-1025WAC	Meraki 1025WAC PSU	\$856.74	16	\$13,707.84
3	IVIA-FVVK-1025VVAC	WEIAN 1023VVAC FSU	\$636.74	10	φ13,707.64
				Total:	\$13,707.84
MA	-CBL-40G-1M				
4	MA-CBL-40G-1M	Meraki 40GbE QSFP Cable, 1 Meter	\$104.05	15	\$1,560.75
				Total:	\$1,560.75
MA	-PWR-CORD-US				
5	MA-PWR-CORD-US	Meraki AC Power Cord for MX and MS (US Plug)	\$11.22	32	\$359.04
				Total:	\$359.04
C93	800X-12Y-EDU				
6	C9300X-12Y-EDU	Catalyst 9300X 12-port 25/10G SFP+, K12	\$8,043.62	2	\$16,087.24
7	SC9300UK9-179	Cisco Catalyst 9300 XE 17.9 UNIVERSAL UNIVERSAL	\$0.00	2	\$0.00
8	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	2	\$0.00
9	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$591.44	2	\$1,182.88
10	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	4	\$0.00
11	C9300X-NW-A-12	C9300 Network Advantage, 12-port license	\$0.00	2	\$0.00



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12	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$47.32	2	\$94.64
13	CAB-SPWR-150CM	Catalyst Stack Power Cable 150 CM - Upgrade	\$47.32	2	\$94.64
14	C9300-SSD-NONE	No SSD Card Selected	\$0.00	2	\$0.00
15	C9300X-NM-BLANK	Catalyst 9300 Network Module Blank Module	\$0.00	2	\$0.00
16	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	2	\$0.00
17	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	\$0.00	2	\$0.00
18	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	2	\$0.00
19	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	2	\$0.00
20	C9300X-DNA-12Y-A	C9300 DNA Advantage, Term License	\$0.00	2	\$0.00
21	C9300-DNA-L-A-5Y	DNA Advantage 5 Year License	\$1,585.06	2	\$3,170.12
22	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	2	\$0.00
23	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	2	\$0.00
24	C9300X-NM-NONE	Catalyst 9300 No-Network Module Selection	\$0.00	2	\$0.00
25	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	2	\$0.00
				Total:	\$20,629.52
			Total (Switches):		\$143,197.31
/irel	ess				
BAD					
IVIE	46-HW				
26	<b>46-HW</b> MR46-HW	Meraki MR46 Wi-Fi 6 Indoor AP	\$754.68	50	\$37,734.00
26		Meraki MR46 Wi-Fi 6 Indoor AP	\$754.68	50 Total:	
26	MR46-HW	Meraki MR46 Wi-Fi 6 Indoor AP  Meraki MR56 Wi-Fi 6 Indoor AP	\$754.68 \$943.94		\$37,734.00
26 MR 27	MR46-HW <b>56-HW</b> MR56-HW			Total:	<b>\$37,734.00</b> \$18,878.80
26 MR 27	MR46-HW <b>56-HW</b>			Total:	<b>\$37,734.00</b> \$18,878.80
26 MR 27	MR46-HW <b>56-HW</b> MR56-HW			Total: 20 Total:	\$37,734.00 \$18,878.80 \$18,878.80 \$21,073.50
26 MR 27	MR46-HW  56-HW  MR56-HW  -ENT-5YR	Meraki MR56 Wi-Fi 6 Indoor AP	\$943.94 \$301.05	Total: 20 Total:	\$37,734.00 \$18,878.80 \$18,878.80 \$21,073.50
26 MR 27	MR46-HW  56-HW  MR56-HW  -ENT-5YR	Meraki MR56 Wi-Fi 6 Indoor AP	\$943.94	Total: 20 Total:	\$37,734.00 \$18,878.80 \$18,878.80 \$21,073.50
26 MR 27 LIC 28	MR46-HW  56-HW  MR56-HW  -ENT-5YR  LIC-ENT-5YR	Meraki MR56 Wi-Fi 6 Indoor AP	\$943.94 \$301.05	Total: 20 Total:	\$37,734.00 \$18,878.80 \$18,878.80 \$21,073.50
26 MR 27 LIC 28	MR46-HW  56-HW  MR56-HW  -ENT-5YR  LIC-ENT-5YR	Meraki MR56 Wi-Fi 6 Indoor AP	\$943.94 \$301.05	Total: 20 Total:	\$37,734.00 \$18,878.80 \$18,878.80 \$21,073.50
MR 27 LIC 28	MR46-HW  56-HW  MR56-HW  -ENT-5YR  LIC-ENT-5YR	Meraki MR56 Wi-Fi 6 Indoor AP	\$943.94 \$301.05	Total: 20 Total:	\$37,734.00 \$18,878.80 \$18,878.80 \$21,073.50 \$21,073.50 \$77,686.30
MR 27 LIC 28 FPs	MR46-HW  56-HW  MR56-HW  -ENT-5YR  LIC-ENT-5YR	Meraki MR56 Wi-Fi 6 Indoor AP  Meraki MR Enterprise License, 5YR	\$943.94 \$301.05 Total (Wireless):	Total:  20  Total:  70  Total:	\$37,734.00 \$18,878.80 \$18,878.80 \$21,073.50 \$21,073.50 \$77,686.30
26 MR 27 LIC 28 FPs MA 29	MR46-HW  56-HW  MR56-HW  -ENT-5YR  LIC-ENT-5YR	Meraki MR56 Wi-Fi 6 Indoor AP  Meraki MR Enterprise License, 5YR	\$943.94 \$301.05 Total (Wireless):	Total:  20  Total:  70  Total:	\$37,734.00 \$18,878.80 \$18,878.80 \$21,073.50 \$21,073.50 \$77,686.30
MR 27 LIC 28 MA 29 SFI	MR46-HW  56-HW  MR56-HW  -ENT-5YR  LIC-ENT-5YR  -SFP-10GB-SR  MA-SFP-10GB-SR	Meraki MR56 Wi-Fi 6 Indoor AP  Meraki MR Enterprise License, 5YR	\$943.94 \$301.05 Total (Wireless):	Total:  20  Total:  70  Total:	\$37,734.00 \$18,878.80 \$18,878.80 \$21,073.50 \$21,073.50 \$77,686.30 \$2,353.95
26 MR 27 LIC 28 FPs MA 29 SFI 30	MR46-HW  56-HW  MR56-HW  -ENT-5YR  LIC-ENT-5YR  MA-SFP-10GB-SR  MA-SFP-10GB-SR  P-10G-SR=  SFP-10G-SR=	Meraki MR56 Wi-Fi 6 Indoor AP  Meraki MR Enterprise License, 5YR  Meraki 10G Base SR Multi-Mode	\$943.94 \$301.05  Total (Wireless):	Total:  20  Total:  70  Total:  5  Total:	\$37,734.00 \$18,878.80 \$18,878.80 \$21,073.50 \$21,073.50 \$77,686.30 \$2,353.95 \$2,353.95
26  MR 27  LIC 28  SFPs MA 29  SFI 30	MR46-HW  56-HW  MR56-HW  -ENT-5YR  LIC-ENT-5YR  -SFP-10GB-SR  MA-SFP-10GB-SR	Meraki MR56 Wi-Fi 6 Indoor AP  Meraki MR Enterprise License, 5YR  Meraki 10G Base SR Multi-Mode	\$943.94 \$301.05  Total (Wireless):	Total:  20  Total:  70  Total:  5  Total:	\$37,734.00
26  MR 27  LIC 28  SFPs MA 29  SFI 30	MR46-HW  56-HW  MR56-HW  -ENT-5YR  LIC-ENT-5YR  -SFP-10GB-SR  MA-SFP-10GB-SR  P-10G-SR=  SFP-10G-SR=	Meraki MR56 Wi-Fi 6 Indoor AP  Meraki MR Enterprise License, 5YR  Meraki 10G Base SR Multi-Mode  10GBASE-SR SFP Module	\$943.94 \$301.05  Total (Wireless):  \$470.79	Total:  20 Total:  70 Total:  5 Total:  5 Total:	\$18,878.80 \$18,878.80 \$21,073.50 \$21,073.50 \$77,686.30 \$2,353.95 \$2,353.95 \$2,441.05



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Total (SFPs):	\$6,747.87
Sub Total:	\$227,631.48
Grand Total:	\$227,631.48



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Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 11/2% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided. If you are entitled to a tax exemption please upload your tax exemption certificate(s) to https://app.certexpress.com/?c=32682b7046535333684958324362453d
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- · Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

- CLIENT is invoiced for hardware ("goods") upon shipment from the manufacturer and shall accept and pay for partial shipments. Software is invoiced upon shipment of media or when download capability is provided. OEM services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

#### Freight, Handling, Shipping

- Friegiti, Francing, Shipping

  \*\*CLIENT will be billed for Presidio's and/or the manufacturer's freight charges for shipment of goods.

  \*\*Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
- Presidio accepts no responsibility / liability in connection with the shipment.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact ( iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.

#### Warranty and Limitation of Liability

 Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

- Return Policy

   CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer

   A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of
- integration regardless of shipment terms as manufacturers will not accept return of open product.

   CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- · Opened software cannot be returned

#### Cancellation Policy

· CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

• In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

- Software is subject to the license terms that accompany it.
- · License terms are established between the CLIENT & owner of the software
- · Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.
- Delivery of software licenses are agreed to be accepted in electronic form from the third party software company. Otherwise, you agree to self-accrue any applicable sales tax at the rate in effect for the jurisdiction.

- Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

   The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (Saas)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or and Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.

  • Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be
- effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

#### Multi-Year Agreements

• For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION MTHOUT SUCH AGREEMENT.



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SmartNet (		

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)
- Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically. Otherwise, you agree to self-accrue applicable sales tax.

#### Confidential Information

- CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

  Export Law Compliance.
- CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
- Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make ti rendered, including payments for partial shipments		
Customer Signature	Date	



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DATE: 02/26/2024 PAGE: 1 of 3

TO:

Decatur Public School District 61 Maurice Payne 101 W Cerro Gordo St Decatur, IL 62523

mpayne@dps61.org (p) 2174243085 (f) (269) 423-6849

BILL TO:

Decatur Public School District #61

101 West Cerro Gordo Decatur, IL 62523 FROM:

Presidio Networked Solutions Group, LLC

Tadd Gerst

8161 Maple Lawn Blvd.

Suite 150

Contract Vehicle: \*Open Market

Fulton, MD 20759

tgerst@presidio.com (p) +1.309.306.7833

SHIP TO:

Decatur Public School District #61

101 West Cerro Gordo Decatur, IL 62523

Customer#: DECAT009

Account Manager: Tadd Gerst Inside Sales Rep: Amy Peterson

Title: Erate 2024 - Cisco/Meraki/Vertiv Liebert - Lithium Solution/Option

#	Part #	Description	Unit Price	Qty	Ext Price
1	GXT5LI-5000MVRT3UXLN	GXT5 LI 5000VA 208/120V RT XL UPS	\$6,683.82	5	\$33,419.10
2	VEBCLI-192VRT1U	GXT5 LI EBC 5-10KVA	\$4,184.18	5	\$20,920.90
3	VP0N3202	L14-30P (10 ft Cord) (8) NEMA 5-20R, (2) NEMA L6-30R	\$896.61	10	\$8,966.10



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- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
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- Presidio accepts no responsibility / liability in connection with the shipment.
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#### Return Policy

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- integration regardless of shipment terms as manufacturers will not accept return of open product.

   CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- · Opened software cannot be returned

#### Cancellation Policy

· CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

• In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

- · Software is subject to the license terms that accompany it.
- · License terms are established between the CLIENT & owner of the software
- · Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.
- Delivery of software licenses are agreed to be accepted in electronic form from the third party software company. Otherwise, you agree to self-accrue any applicable sales tax at the rate in effect for the jurisdiction.

- Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

   The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (Saas)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or and Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.

  • Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be
- effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

#### Multi-Year Agreements

For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.



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SmartNet (	(Third	party	Maintenance)	١

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)
- Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically. Otherwise, you agree to self-accrue applicable sales tax.

#### Confidential Information

- CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

  Export Law Compliance.
- CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

  Miscellaneous Terms
- Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for rendered, including payments for partial shipments	products delivered and services	
Customer Signature	Date	