

DECATUR PUBLIC SCHOOL DISTRICT #61  
BOARD OF EDUCATION  
AGENDA

Regular Meeting  
Thomas Jefferson Middle School  
Room 111  
Auditorium

April 24, 2018  
4:30 PM Open Session  
Closed Session Immediately Following  
6:30 PM Open Session Continuing

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

**Board of Education Mission Statement:**

*“As elected representatives of the Decatur community, the Board of Education aspires to make our schools high performing and visionary. We seek to collaborate with and inspire all our stake-holders to promote a student-centered, inclusive, value-driven environment in all our schools. The school board recognizes its fiduciary responsibilities and board members strive to be engaged and promote a culture conducive to learning.”*

**The Board of Education Core Values:**

Engaged ~ Collaborate ~ Inclusive ~ Excellence ~ Citizenship ~ Innovation

**IO 1.0 CALL TO ORDER**  
Roll Call

**IO 2.0 CALL FOR EXECUTIVE SESSION**  
The Board of Education will meet in Closed Executive Session to conduct an employee discipline hearing, to discuss student matters and to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, and discussion of collective negotiating matters between the Board and representatives of its employees.

**IO 3.0 PLEDGE OF ALLEGIANCE**

**AI 4.0 APPROVAL OF AGENDA, APRIL 24, 2018**

**IO 5.0 PUBLIC PARTICIPATION**

- Identify oneself and be brief.
- Comments should be limited to 5 minutes.

**IO 6.0 SPECIAL PRESENTATIONS AND DISTRICT HIGHLIGHTS**

**District Highlights:**

- **Winners of Rube Goldberg Competition – Durfee Magnet School**
- **French STEM Academy Staff Recognition for China Partnership**
- **Reader’s Choice Awards Winners: Best Teacher Category**

**School Spotlight:**

- **Thomas Jefferson Middle School**

**Teachers and Teaching Assistants Appreciation Week: May 6 – 12, 2018!**

– **National Teacher Appreciation Day is Tuesday, May 8, 2018.**

**IO 7.0 SUPERINTENDENT’S REPORT**

- A. Strategic Plan Progress Update
- B. Demographer Presentation
- C. Elementary and Secondary School Athletics Pilot Programs Update for the 2018-2019 School Year

**AI 8.0 CONSENT ITEMS**

- A. Minutes: Open/Closed Meetings April 10, 2018
- B. Additional Regular Open/Closed Board of Education Meeting on Tuesday, July 24, 2018
- C. Move the Tuesday, November 27, 2018 Regularly Scheduled Open/Closed Board of Education Meeting to Tuesday, December 04, 2018
- D. Financial Conditions Report
- E. Treasurer’s Report
- F. Accepting a Gift from PNC Bank
- G. Skyward Software Service Agreement
- H. Job Description: Library Media Coordinator
- I. Approval of Updates to School Board Policy
  - Section 02 School Board: Policy 2:230 Public Participation at Board of Education Meetings and Petitions to the Board

**AI 9.0 ROLL CALL ACTION ITEMS**

- A. Personnel Action Items
- B. Potential Discipline or Dismissal of a Security Officer
- C. Re-employment Director of Macon-Piatt Special Education (Multi-Year Contract)
- D. K-5 Writing Curriculum Adoption
- E. K-8 Mathematics Curriculum Adoption

**DI 10.0 BOARD DISCUSSION ITEMS**

- A. Board Committee Updates and other Discussion

**IO 11.0 ANNOUNCEMENTS**

The Board of Education sends condolences to the family of:

Thomas E. Smith, who passed away Monday, April 09, 2018. Mr. Smith was a retired employee from Decatur Public Schools and the brother-in-law to Rhonda Smith, LPN Teaching Assistant in Decatur Public Schools.

Harold Benton, who passed away Sunday, April 15, 2018. Mr. Benton was the father of Melissa Cripe, Kindergarten Teacher at Muffley Elementary School.

Darlene Dasenbrock, who passed away Sunday, April 15, 2018. Mrs. Dasenbrock was the mother of Tonya Kates, Early Childhood Teacher at Garfield Elementary/Montessori School.

## **IO 12.0 IMPORTANT DATES**

- April**
- 25 Elementary Choral Festival
    - Stephen Decatur Middle School, 11:00 AM
  - 26 Elementary String Festival
    - MacArthur High School Gymnasium, 7:00 PM
  - 27 Midterm Distribution
  - 28 MacArthur High School Prom
  - 30 Secondary Art Show
    - Madden Arts Center

- May**
- 01-04 Secondary Art Show
    - Madden Arts Center, Reception on May 04
  - 02 Half Day of School for ALL Students
  - 05 Eisenhower High School Prom
  - 07-11 Elementary Art Show
    - Madden Arts Center, Reception on May 11
  - 10 Secondary Choral Festival
    - MacArthur High School

### **Upcoming Dates for EHS Seniors**

- May**
- 02 EHS Senior Awards Assembly
    - 9:00 AM, EHS Auditorium
  - 04 EHS Like Skills Graduation and Picnic
    - 11:00 AM, Rock Springs
  - 04 EHS National Honor Society Induction Ceremony
    - 7:00 PM, EHS Auditorium
  - 07 EHS Academic and Scholarship Awards Night
    - 6:00 PM, EHS Auditorium
  - 19 EHS Class of 2018 Graduation Ceremony
    - 7:30 PM, EHS Field (weather permitting)

### **Upcoming Dates for MHS Seniors**

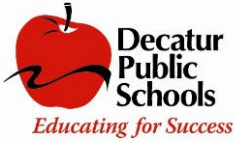
- May**
- 03 MHS National Honor Society Induction Ceremony
    - 7:00 PM, MHS Auditorium
  - 08 MHS Academic and Scholarship Awards Night
    - 6:00 PM, MHS Auditorium
  - 11 MHS Like Skills Graduation and Dance
    - 11:30 AM, Auditorium

- 19 MHS Class of 2018 Graduation Ceremony  
– 5:00 PM, MHS Field (weather permitting)

**NEXT MEETING**

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, May 08, 2018 in the 1<sup>st</sup> Floor Board Room at the Keil Administration Building.

**13.0 ADJOURNMENT**



## Board of Education Decatur Public School District #61

<b>Date:</b> April 24, 2018	<b>Subject:</b> Strategic Planning Progress Update
<b>Initiated By:</b> Dr. Paul Fregeau, Superintendent and Administration	<b>Attachments:</b> None
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

**BACKGROUND INFORMATION:**

In August, 2017, a Strategic Planning Committee was created to help develop a five-year Strategic Plan for District 61. The Strategic Planning Committee has developed the foundation for the District’s plan. During the September 26, 2017 Board of Education Meeting, the consensus from the Board Members was to move forward with the next phase of the Strategic Planning process – Action Planning Teams.

**CURRENT CONSIDERATIONS:**

Leaders for each of the five Action Planning Teams were identified to lead the efforts geared and focused on the following strategies:

- 1) **Learning Experiences**
- 2) **Learning Environments**
- 3) **Whole Child**
- 4) **Staff**
- 5) **Community Partnerships**

The Leaders and their Action Planning Teams met over the past 5-6 months to develop the action plan items that successfully supported each key strategy. The action plan items were presented to the original Strategic Planning Committee on April 23<sup>rd</sup> and 24<sup>th</sup>. Dr. Lindsey Gunn, Cambrian Group, will share information regarding the presentation from these two meetings. A future presentation and recommendation will be presented to the Board Members at a future Board of Education Meeting.

**FINANCIAL CONSIDERATIONS:**

None at this time.

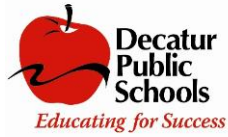
**STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education accept this informational report as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_



## Board of Education Decatur Public School District #61

<b>Date:</b> April 24, 2018	<b>Subject:</b> Demographer's Report
<b>Initiated By:</b> Business Information Services, LLC	<b>Attachment:</b>
<b>Reviewed By:</b> The Board of Education, Dr. Paul Fregeau, Superintendent, and The Executive Cabinet	

**BACKGROUND INFORMATION:**

The Decatur Public School District 61 Board of Education would like to utilize demographic services as a tool to plan future facilities and staffing needs across the District. In such, a demographer would study the area demographics in the Decatur community and provide projected long-range student enrollment data that would be beneficial when making future decisions for facilities and staffing needs for District 61.

**CURRENT CONSIDERATIONS:**

During the January 9, 2018 Board of Education Meeting, the Board approved Business Information Services (BIS) to conduct a demographic study regarding population and student enrollment within the Decatur community. A study was conducted and the summary/report will be presented as information only.

**FINANCIAL CONSIDERATIONS:**

The cost from Business Information Services was as follows:

- 2017-2018 School Year – Initial Study \$25,970

The demographic services was paid through the service accounts from the Board's budget within the Education Fund.

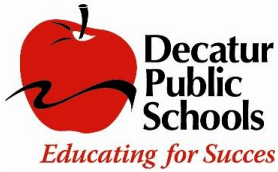
**STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education accept this informational report as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_



**Board of Education  
Decatur Public School District #61**

<b>Date:</b> April 24, 2018	<b>Subject:</b> Elementary and Secondary School Athletics Pilot Programs for the 2018-2019 School Year
<b>Initiated By:</b> Bobbi Williams, Assistant Superintendent – Elementary, Mike Dugan, Assistant Superintendent – Secondary and Joe Caputo, Athletics	<b>Attachments:</b> Power Point
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

**BACKGROUND INFORMATION:**

The athletic feeder program strives to bring a positive, constructive, safe environment for our elementary boys and girls interested in athletics. The report will inform the board on the accomplishments of this pilot year and to provide recommendations for future programming.

**CURRENT CONSIDERATIONS:**

This is the third year that DPS has developed and implemented various elementary pilot programs. The current state of athletic feeder programs will be reviewed and recommendations will be proposed.

**FINANCIAL CONSIDERATIONS:**

A Financial Summary sheet is included in the presentation. Projected estimate is based on maximum number of students enrolled and possible sponsorship funds are not included: \$64,420.

**STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education accept this informational report as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_



## Elementary & Secondary School Athletics Update

- 2017-2018 Status Update
- 2018-2019 Update/Recommendation

**April 24, 2018**  
**Board of Education Meeting**





# Elementary School Athletics

Approved Spend  
2017-2018

Approved Spend \$50,000.00  
Actual Spend \$48,601.00  
**Balance \$1399.00**

Activity	Program Status	Year(s) Existence	Coach Stipend	Decatur Park District DISC Venue	Total Spend
Basketball Boys 6 Grade	Schedule B	43	Schedule B	\$0	\$0
Cross Country Boys & Girls 3-4-5-6 Grade	Schedule B	43	Schedule B	\$0	\$0
Basketball Girls 4-5-6 Grade	Pilot	3	\$13,500	\$6005	\$19,505
Track & Field Boys & Girls 5-6 Grade	Pilot	1	\$7500	\$0	\$7500
Volleyball Girls 4-5-6 Grade	Pilot	3	\$14,000	\$4296	\$18,296
Wrestling Boys & Girls 4-5-6-7-8 Grade	Pilot	2	\$3300	\$0	\$3300
	<b>TOTAL</b>		<b>\$38,300</b>	<b>\$10,301</b>	<b>\$48,601</b>



# Elementary School Athletics

## Revenue & Expense

2017-2018

\*Revenue \$15,530.88

\*Expense \$16,263.68

**\*Balance (\$732.80)**

Activity	Program Status	Year(s) Existence	Revenue & Sponsorship	Expense	Difference
Basketball Boys 6 Grade	Schedule B	43	\$4653.46	\$2024	\$2629.46
Cross Country Boys & Girls 3-4-5-6 Grade	Schedule B	43	\$1496.75	\$3317.75	(\$1821)
Basketball Girls 4-5-6 Grade	Pilot	3	\$5176.55	\$3968	\$1208.55
Track & Field Boys & Girls 5-6 Grade	Pilot	1	*\$0	\$2493.68	(\$2493.68)
Volleyball Girls 4-5-6 Grade	Pilot	3	\$4,204.12	\$3121.75	\$1,082.37
Wrestling Boys & Girls 4-5-6-7-8 Grade	Pilot	2	\$0	\$1338.50	(\$1338.50)
	<b>TOTAL</b>		<b>\$15,530.88</b>	<b>\$16,263.68</b>	<b>(\$732.80)</b>

*\*Track & Field estimated revenue & sponsorship dollars due to activity in progress*

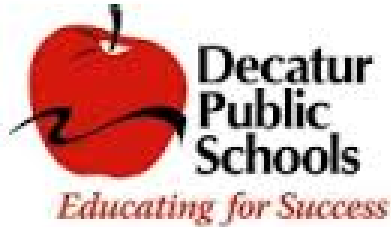


# Elementary School Athletics

## Lessons Learned & Action Plans

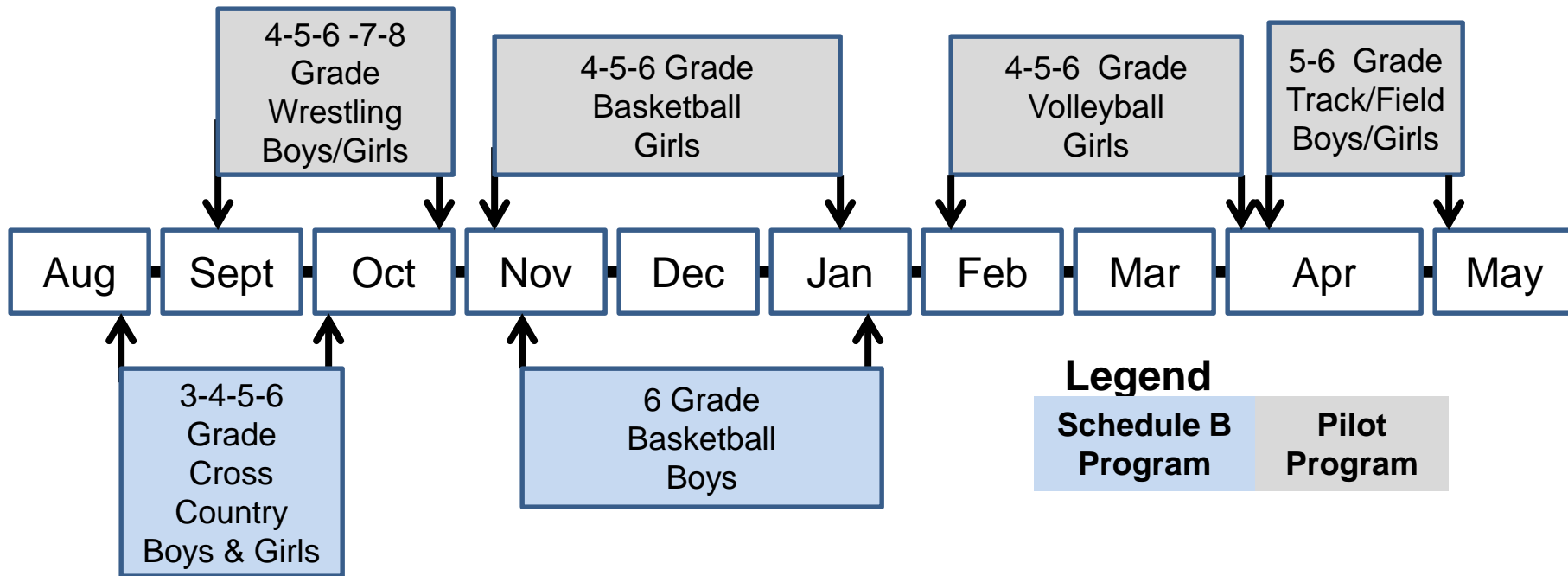
2017-2018

What Did We Learn	Action Plan
<p><b>Boys &amp; Girls Basketball</b> All coaches do not have the same level of coaching experience, style &amp; soft skills</p>	<p><b>Fall 2018</b> Conduct coaches clinic led by DPS HS Coaches and/or Millikin Coaches. Demonstrate key technical and interpersonal skill takeaways.</p>
<p><b>Girls Basketball</b> Due to inexperience, the girls style of play was overly aggressive at times. Experienced 5-6 grade girls were at times too rough with the inexperienced 4<sup>th</sup> Grade Girls.</p>	<p><b>Fall 2018</b> Consider forming a 4th Grade Division and 5-6 Grade Division or an A and B team based on skill set. Would allow players with matching skill set to play against one another. In addition, would allow players to get more playing time</p>
<p><b>4-5-6-7-8 Grade Boys &amp; Girls Wrestling</b> Millikin &amp; DPS teamed up on an 18 school Wrestling Road Show with sign up forms. Parent feedback saying they did not know about the program.</p>	<p><b>Fall 2018</b> Evaluate sending sign up forms home in Friday Folder, etc... and leverage Social Media such as the school building's FB page, etc...</p>
<p><b>Boys and Girls Cross Country</b> Parents struggle with cross country meets being held @ multiple locations versus the same location each week. Impacts transportation needs, etc...</p>	<p><b>Fall 2018</b> All Elementary School XC Meets will be held at Scovill Golf Course. We are partnering with the Decatur Park District to map out a dedicated course for our weekly XC meets, City Meet, BIG 12 and Festival</p>



# Elementary School Athletics

Timeline  
2018-2019



# Continue to Collaborate

2018-2019





# Cross Country Program

2018-2019



## **Sponsors!**

- Brinkoetter & Assoc.
- St Mary's Hospital
- Northwestern Mutual
- DMH
- CEFCU
- Staley CU
- Soy Capital
- LLCU
- Romano Co.

## **Events!**

- Elementary
- BIG 12
- Festival
- City
- CS8 Conference

## **Highlights!**

- 4000 Participants
- 2000 Spectators
- 1,2 & 3 Mile Course

**@ Scovill Golf Course**



# Elementary School Athletics

## Projected Expense & Revenue 2018-2019

Activity	Program Status	Participation	Revenue & Sponsorship	Expense	Difference
Basketball Boys 6 Grade	Schedule B	215	\$4650	\$2500	<b>\$2150</b>
Cross Country Boys & Girls 3-4-5-6 Grade	Schedule B	4000	\$10,000	\$15,320	<b>(\$5320)</b>
Basketball Girls 4-5-6 Grade	Pilot	225	\$5200	\$2500	<b>\$2700</b>
Track & Field Boys & Girls 5-6 Grade	Pilot	280	\$500	\$1500	<b>(\$1000)</b>
Volleyball Girls Girls 4-5-6 Grade	Pilot	300	\$4200	\$2500	<b>\$1700</b>
Wrestling Boys & Girls 4-5-6-7-8 Grade	Pilot	100	\$500	\$1500	<b>(\$1000)</b>
	<b>Totals</b>		<b>*\$25,050</b>	<b>\$25,820</b>	<b>(\$770)</b>

*\*Excludes any future revenue & sponsorship commitments*



# Elementary School Athletics

## Funding Request 2018-2019

Activity	Program Status	DISC Venue	Operations	Coach Stipend	Total Request
Basketball Boys 6 Grade	Schedule B	\$6900	\$0	Schedule B	\$6900
Cross Country Boys & Girls 3-4-5-6 Grade	Schedule B	\$0	\$5320	Schedule B	\$5320
Basketball Girls 4-5-6 Grade	Pilot	\$6900	\$0	\$15,000	\$21,500
Track & Field Boys & Girls 5-6 Grade	Pilot	\$0	\$0	\$7500	\$7500
Volleyball Girls 4-5-6 Grade	Pilot	\$4700	\$0	\$15,000	\$19,700
Wrestling Boys & Girls 4-5-6-7-8 Grade	Pilot	\$0	\$0	\$3500	\$3500
	<b>Totals</b>	<b>\$18,500</b>	<b>\$5320</b>	<b>\$41,000</b>	<b>\$64,420</b>





## **Next Steps:**

**A Recommendation will be submitted at a future Board of Education Meeting.**



# Questions

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

DATE/TIME: April 10, 2018

5:00 PM

LOCATION: Keil Administration Building  
3<sup>rd</sup> Floor Conference Room and  
1<sup>st</sup> Floor Board Room

PRESENT: Dan Oakes, President  
Kendall Briscoe  
Beth Creighton  
Sherri Perkins  
Beth Nolan, Vice President  
Courtney Carson  
Brian Hodges

STAFF: Superintendent Dr. Paul Fregeau, Board Secretary Melissa Bradford, Attorney Brian Braun and others

President Oakes called the meeting to order at 5:00 PM.

TOPIC	DISCUSSION	ACTION
<b>Call for Closed Executive Session</b>	President Oakes called the meeting to order and moved into Closed Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, pending and/or imminent litigations and discussion of collective negotiating matters between the Board and representatives of its employees, seconded by Mrs. Perkins.	Board moved to Closed Executive Session at 5:00 PM.
	Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Hodges, Carson, Perkins, Oakes, Briscoe, Nolan, Creighton Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	
<b>Return to Open Session</b>	President Oakes motioned to return to Open Session, seconded by Mrs. Perkins. All were in favor.	Board returned to Open Session at 6:30 PM.
<b>Open Session Continued</b>	President Oakes noted that the Board of Education had been in Closed Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, student matters, pending and/or imminent litigations and discussion of collective negotiating matters between the Board and representatives of its employees. No action was taken during Closed Executive Session.	
<b>Pledge of Allegiance</b>	President Oakes led the Pledge of Allegiance.	
<b>Approval of Agenda, April 10, 2018</b>	Superintendent Fregeau recommended the Board approve the April 10, 2018 Open Session Board Meeting agenda as presented.  Mrs. Creighton moved to approve the recommendation, seconded by Mrs. Briscoe. All were in favor.	Agenda was approved as presented.

TOPIC	DISCUSSION	ACTION
<b>Public Participation</b>	<p>President Oakes noted that during Public Participation, the Board of Education asked for the following:</p> <ul style="list-style-type: none"> <li>● Identify oneself and be brief</li> <li>● Comments should be limited to 5 minutes</li> </ul>	Information only.
<b>Public Participation Continued</b>	<p>Paula Busboom, President of the Decatur Federation of Teaching Assistants (DFTA), spoke to the Board regarding a date for the closure of the alternative placement rooms (APR) and the reduction in force of the APR Assistants. Mrs. Busboom also spoke on the relationships of students and APR Assistants. She asked the Board to re-consider the vote regarding the reduction in force.</p> <p>Michelle Mitchell, Alternative Placement Assistant at Muffley Elementary School, spoke to the Board regarding the closure of the alternative placement rooms (APR). Mrs. Mitchell also spoke on the relationships of students and APR Assistants. She asked the Board to re-consider the vote regarding the reduction in force.</p>	
<b>Special Presentations and District Highlights</b>	<p>President Oakes proclaimed Wednesday, April 25, 2018 as National Administrative Office Professionals Day.</p> <p>Maria Robertson, Director of Community Engagement, noted that registration will begin for K-8 and middle schools from April 16 – 20, 2018 for the 2018-2019 school year. Registration for high school students will be May 29 – June 01 for the 2018-2019 school year.</p> <p>DPS 61 Proud Partner – Mrs. Robertson recognized and thanked three community organizations for “back-pack attack” and the “jump start” school events that help DPS students and families prepare for the upcoming school year. The organizations were First Christian Church (BJ Leonard), Crossing Healthcare (Tanya Andricks) and YMCA (Matt Whitehead). The upcoming events will take place on Saturday, August 11, 2018. The first day of school for the 2018-2019 school year will be August 15, 2018.</p> <p>The school spotlight was Baum Elementary School. Tanya Young, Principal at Baum Elementary School, shared information as follows:</p> <ul style="list-style-type: none"> <li>● Demographics, Truancy and Mobility Rates</li> <li>● Staff</li> <li>● Discipline Focus: <ul style="list-style-type: none"> <li>○ Data driven responsiveness</li> <li>○ Trauma sensitivity</li> <li>○ Revitalizing school-wide expectations and effective practices</li> </ul> </li> <li>● Discipline Data</li> <li>● School Wide Interventions (staff training, PBIS, relationships, workshops, small group sessions and strategic approach to tier 2 and 3 interventions)</li> <li>● Assessment Data</li> <li>● Numerous Community Partnerships</li> </ul>	Information only.

TOPIC	DISCUSSION	ACTION
<b>Special Presentations and District Highlights Continued</b>	<ul style="list-style-type: none"> <li>● Strengths (culture and climate, staff retention, collaborative leadership, effective coaching practices, extended learning opportunities for all)</li> <li>● Weaknesses/Areas of Concerns (standard-based instructional mapping, documentation of behavioral interventions, school-wide behavior plan, strategies for difficult behaviors and support for new staff)</li> <li>● Opportunities/Growth (streamlining standards-based reporting, trauma responsiveness, targeted tier 1 ELA instructional focus, adoption of a math program and next steps in Trauma Sensitivity)</li> <li>● Threats/Challenges (resources and time)</li> </ul> <p>Principal Young would like to have intense professional development for primary staff including teaching assistants, full-time teaching assistants in K-1 classrooms or smaller class sizes and more resources and time towards teaching and learning.</p>	Information only.
<b>Consent Items</b>	<p>Superintendent Fregeau recommended the Board approve the Consent Items as presented, which included:</p> <ul style="list-style-type: none"> <li>A. Minutes: Open/Closed Meetings March 27, 2018</li> <li>B. Monthly Bills</li> <li>C. Freedom of Information Report</li> <li>D. Dennis Laboratory School Fundraiser</li> <li>E. District 61 Amended Calendar for the 2017 – 2018 School Year</li> <li>F. ISU Commitment for Furniture and Assistive Components</li> </ul> <p>Mr. Hodges moved to approve the recommendation, seconded by Mr. Carson. Hearing no further discussion, President Oakes called for a Roll Call Vote:                      Aye: Creighton, Hodges, Perkins, Briscoe, Oakes, Carson, Nolan                      Nay: None                      Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	Motion carried. The Consent Items were approved as presented.
<b>Roll Call Personnel Action Items</b>	<p>Superintendent Fregeau recommended the Board approve the Personnel Action Items listed in the Memo from Deanne Hillman, Director of Human Resources, as presented.</p> <p>Mrs. Perkins moved to approve the recommendation, seconded by Mr. Hodges. Hearing no further discussion, President Oakes called for a Roll Call Vote:                      Aye: Oakes, Nolan, Perkins, Carson, Creighton, Hodges, Briscoe                      Nay: None                      Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	Motion carried. The Personnel Action Items were approved as presented.
<b>Reduction in Force Resolution DPS 61</b>	<p>President Oakes noted that Superintendent Fregeau will bring a Resolution recommendation to them from Decatur Public School District 61 and asked the Board Members if they had any questions.</p> <p>No questions from Board Members at this time.</p>	Information only.

TOPIC	DISCUSSION	ACTION
<b>Resolution for ESP Employees</b>	<p>Superintendent Fregeau recommended that the Board adopt the “The Resolution regarding the Honorable Dismissal of twenty-four (24) Educational Support Personnel for the 2018-2019 School Year:</p> <ul style="list-style-type: none"> <li>● Two (2) Alternative Education Teaching Assistants</li> <li>● Four (4) Hardship Assistants</li> <li>● Three (3) Library Media Assistants</li> <li>● Four (4) Montessori Assistants</li> <li>● Two (2) Kindergarten/1<sup>st</sup> Grade Instructional Assistants</li> <li>● Three (3) Locker Room Supervisors</li> <li>● Six (6) Pre-Kindergarten Assistants</li> </ul> <p>Clara Oldham, Robin Williams, Jodi Folmsbee, Aleksandra Reynolds, Jarod Oldham, Brittany Morgan, Jennifer Voorhees, Molly Rude, Karen Bartley, Bridget Dutcher, Chelle Gooden, Mark Potter, Heather Scarlett, Mary Ann Carr, Leigh Ann Miner, Yolanda Brown, Ferlaxnes Carson, Westley Dawson, Megan Moran, Pamela Kennedy, Kaelee Queary, Andrea Livingston, Sean Nevitt and Mariella Babb as presented.</p>	<p>Motion carried. The Resolution for twenty-four ESP Employees was adopted as presented.</p>
<b>Supt.’s Report 2018-2019 Student Code of Conduct and Parent Handbook</b>	<p>Lawrence Trimble, Director of Student Services, presented a first-read summary of updates to the 2017-2018 Student Code of Conduct and Parent Handbook for the 2018-2019 school year. Some updates/changes were as follows:</p> <ul style="list-style-type: none"> <li>● Clarification of Athletic Fee maximums.</li> <li>● Instructional Materials Fee increase (\$3) and qualification requirements for free textbooks.</li> <li>● Expansion of electronic check policy.</li> <li>● Addition of Magnet and Montessori School enrollment, commitment, and removal processes.</li> <li>● New breakfast language under Cafeteria Services.</li> <li>● Incorporation of ISBE’s Pupil Transportation Frequently Asked Questions.</li> <li>● Relocation of Tardy Policy (directly after Absence Criteria) and removal of language specific to ten or more tardies.</li> <li>● Addition of World Languages, or Art, or Music, or Vocational Education (1 credit) to High School Graduation Requirements.</li> <li>● New Grade Level Classification, including appropriate placement at high school level based on credits.</li> <li>● Transfer language changes to clarify district-wide procedures and exclusion of magnet schools as transfer request options.</li> <li>● Clarify district response time to student record requests.</li> <li>● Minor verbiage changes to Bus Conduct.</li> </ul>	<p>Information only.</p>

Mr. Hodges moved to approve the recommendation, seconded by Mrs. Briscoe. Hearing no further discussion, President Oakes called for a Roll Call Vote:  
 Aye: Nolan, Perkins, Briscoe, Carson, Oakes, Creighton, Hodges  
 Nay: None  
 Roll Call Vote: 7 Aye, 0 Nay, 0 Absent

TOPIC	DISCUSSION	ACTION
<p><b>2018-2019 Student Code of Conduct and Parent Handbook Continued</b></p>	<ul style="list-style-type: none"> <li>● New language under Alternative Education Program to reflect exhausted interventions at the building level prior to student eligibility, and review of recommendations by the Alternative Education transition committee.</li> <li>● Relocation of Support Services and AWARE Counselors to Interventions and Resources.</li> <li>● Reformat of Range of Administrative Consequences/Interventions from list to table.</li> <li>● New language for Continuum of Support Services and Multi-Tiered System of Support under Interventions and Resources.</li> <li>● Reformat of Discipline Violations and Ranges of Consequences to reflect Levels One, Two, Three and Four.</li> <li>● Removal of Index of Infractions.</li> <li>● Inclusion of Community Resource Guide, including websites and phone numbers.</li> </ul>	<p>Information only.</p>
<p>There will be a final review by the District Leadership Team (DLT), Administrators and the Discipline Action Committee (DAC). The final handbook will be recommended for approval at a future Board of Education meeting. Once approved, copies will be given to our parents and an electronic copy will be placed on the District’s website.</p>		
<p>Mr. Trimble thanked the DAC committee for their hard work in re-designing the 2018-2019 handbook.</p>		
<p><b>School Board Policy Updates</b></p>	<p>Dr. Todd Covault, Chief Operational Officer, presented a brief update on the following School Board Policy:</p> <ul style="list-style-type: none"> <li>● Section 02 Policy 2:230 – Public Participation at BOE Meetings and Petitions to the Board                             <ul style="list-style-type: none"> <li>○ If approved, public participation will change from 5 minutes to 3 minutes.</li> </ul> </li> </ul>	<p>Information only.</p>
<p>There were no questions from the Board Members. The update(s) to Policy 2:230 will be recommended for approval at the April 24, 2018 Board of Education Meeting.</p>		
<p><b>Board Discussion Items</b></p>	<p><u>Board Committee Updates</u></p> <p>Mrs. Creighton noted that she and Mr. Carson will be attending the Discipline Action Committee (DAC) meeting and that she and Mr. Hodges will be attending the Schedule B meeting this month (April).</p>	<p>Information only.</p>
<p>Vice President Nolan noted that the Insurance Committee continues to meet and work on a Wellness Plan in order to receive breaks on insurance premiums. Vice President Nolan also noted that she did a “ride along” with a maintenance employee. She learned a lot regarding the facilities and their job duties.</p>		
<p>President Oakes noted that he and Superintendent Fregeau will be attending the DPS Foundation meeting and he and Mr. Carson will be attending an ADM meeting regarding the FFA program.</p>		

TOPIC	DISCUSSION	ACTION
<b>Board Discussion Items Continued</b>	<p><u>Board Discussion</u></p> <p>President Oakes discussed two Board of Education meeting dates with the Board Members. The consensus from the Board of Education was as follows:</p> <ul style="list-style-type: none"> <li>• Add a Board meeting in the month of July 2018, which will be July 24, 2018</li> <li>• Move the regularly scheduled November 27, 2018 Board meeting to December 04, 2018 due to the Thanksgiving Holidays. There will be NO school spotlights in the month of December 2018.</li> </ul>	Information only.

The Board Secretary will proceed with a recommendation for approval of these two changes at the April 24, 2018 Board meeting. The current Board Meeting calendar was through May 2019. School Board elections are forthcoming.

<b>Announcements</b>	The Board of Education sends condolences to the family of:	Information only.
	Ardeth “Ardie” Gay Herron Reilly, who passed away Wednesday, April 04, 2018. Mrs. Reilly was the mother of Christy Worrell, School Nurse at Dennis Laboratory School and South Shores Elementary School.	

<b>Important Dates</b>	<p><u>April</u> 16-20 Registration Week for the 2018-2019 School Year for Elementary, K-8 and Middle Schools</p> <ul style="list-style-type: none"> <li>– During Regular School Office Hours</li> <li>– April 17 &amp; 18 from 10:30 AM to 7:00 PM</li> </ul> <p><b>Please Note: High school registration will be at the end of May 2018; more information forthcoming.</b></p> <ul style="list-style-type: none"> <li>20 Midterms</li> <li>24 Elementary Band Festival                             <ul style="list-style-type: none"> <li>– Eisenhower High School Gymnasium, 7:00 PM</li> </ul> </li> <li>25 Elementary Choral Festival                             <ul style="list-style-type: none"> <li>– Stephen Decatur Middle School, 11:00 AM</li> </ul> </li> <li>26 Elementary String Festival                             <ul style="list-style-type: none"> <li>– MacArthur High School Gymnasium, 7:00 PM</li> </ul> </li> <li>27 Midterm Distribution</li> <li>28 MacArthur High School Prom</li> <li>30 Secondary Art Show                             <ul style="list-style-type: none"> <li>– Madden Arts Center</li> </ul> </li> </ul>	Information only.
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Superintendent Fregeau reiterated that the last official full day of student attendance for PreK-12 for the 2017-2018 school year will be Thursday, May 24, 2018; graduation will be Saturday, May 19, 2018.



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

**NEXT MEETING**

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, April 24, 2018 in the Auditorium at Thomas Jefferson Middle School, 4735 E. Cantrell Street, Decatur, IL 62521.

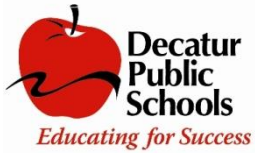
**Adjournment**

President Oakes asked for a motion to adjourn. Mrs. Briscoe moved to adjourn, seconded by Mr. Hodges. All were in favor.

Board  
adjourned at  
7:35 PM.

\_\_\_\_\_  
Dan Oakes, President

\_\_\_\_\_  
Melissa Bradford, Board Secretary



## Board of Education Decatur Public School District 61

<b>Date:</b> April 24, 2018	<b>Subject:</b> Monthly Financial Conditions Report
<b>Initiated By:</b> Todd Covault, EdD, Chief Operational Officer	<b>Attachments:</b> <ul style="list-style-type: none"> <li>• Financial Conditions Report</li> <li>• Illinois Voucher Backlog</li> <li>• Vouchers Awaiting Release</li> </ul>
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

**BACKGROUND INFORMATION:**

The attached report illustrates the District’s year-to-date revenues and expenditures and provides an explanation of the financial conditions of the Decatur Public School District and Macon-Piatt Special Education District.

**CURRENT CONSIDERATIONS:**

As the District completes March, the eighth month of FY18, the Macon-Piatt Special Education District has expended 80.63% of its overall budget; Decatur 61 has expended 69.25% of its overall budget.

As of April 16, 2018, the State Comptroller is holding FY18 ISBE vouchers in the amount of \$2,849,093 of which \$1,801,123 is associated with transportation, and, \$795,184 is associated with the Early Childhood Block Grant.

The District’s March 2018 month-end education fund balance is \$15,406,084; the March 2017 month-end education fund balance was \$11,820,811.

**FINANCIAL CONSIDERATIONS:**

n/a

**STAFF RECOMMENDATION:**

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

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_

**2017-2018 Decatur Public S.D. #61  
Fund Balance Summary - March 31, 2018**

<u>Fund</u>	<u>Fund Balance 07/01/17</u>	<u>Year-to- Date Revenues</u>	<u>Expenditures To Date</u>	<u>Net Cash Flow</u>	<u>Change in Fund Balance</u>	<u>Balance 3/31/18</u>	<u>Budget Balance 06/30/18</u>
<b>DISTRICT # 61</b>							
<b>Education</b>	\$15,564,040	\$61,249,629	\$61,407,585	(\$157,956)	\$0	<b>\$15,406,084</b>	<b>\$ 15,704,445</b>
<b>Operation &amp; Maintenance</b>	\$4,167,372	\$1,870,914	\$4,211,365	(\$2,340,451)	\$0	<b>\$1,826,921</b>	<b>\$ 3,549,492</b>
<b>Debt Service</b>	\$2,016,514	\$5,196,508	\$5,672,815	(\$476,307)	\$0	<b>\$1,540,207</b>	<b>\$ 1,791,289</b>
<b>Transportation</b>	\$2,238,943	\$4,719,571	\$3,743,849	\$975,722	\$0	<b>\$3,214,665</b>	<b>\$ 2,207,210</b>
<b>IMRF</b>	\$1,727,272	\$1,491,060	\$1,925,629	(\$434,569)	\$0	<b>\$1,292,703</b>	<b>\$ 2,062,711</b>
<b>Social Security</b>	\$2,703,155	\$813,426	\$1,387,807	(\$574,381)	\$0	<b>\$2,128,774</b>	<b>\$ 2,527,259</b>
<b>Capital Projects Fund</b>	\$1,100,537	\$3,281,795	\$1,302,068	\$1,979,727	\$0	<b>\$3,080,264</b>	<b>\$ 3,043,837</b>
<b>Working Cash</b>	\$4,713,279	\$2,375,052	\$2,700,000	(\$324,948)	\$0	<b>\$4,388,331</b>	<b>\$ 4,698,064</b>
<b>Tort Immunity/Judgment</b>	\$2,926,203	\$1,431,602	\$1,451,145	(\$19,543)	(\$289,803)	<b>\$2,616,857</b>	<b>\$ 3,001,678</b>
<b>Fire Prevention/Safety</b>	\$3,634,915	\$197,419	\$493,396	(\$295,977)	\$0	<b>\$3,338,938</b>	<b>\$ 3,389,019</b>
<b>Totals District 61</b>	<b>\$40,792,230</b>	<b>\$82,626,976</b>	<b>\$84,295,659</b>	<b>(\$1,668,683)</b>	<b>(\$289,803)</b>	<b>\$38,833,744</b>	<b>\$41,975,004</b>
<b>Macon-Piatt Special Ed District</b>	<b>\$3,312,959</b>	<b>\$20,219,179</b>	<b>\$16,271,217</b>	<b>\$3,947,962</b>	<b>\$0</b>	<b>\$7,260,921</b>	<b>\$ 3,312,959</b>

**Macon-Piatt Special Education District**  
**Report Date: March 2018**  
**Financial Condition as of March 31, 2018**

**Percent of year passed: 75%**

	<b>Revenues</b>	<b>Adopted Budget</b>	<b>Actual Y-T-D</b>	<b>Percent Received/Used</b>
12	Education	20,179,245	20,219,179	100.20%
22	Operation & Maintenance	-	-	0.00%
42	Transportation	-	-	0.00%
52	IMRF	-	-	0.00%
	<b>Total Revenues</b>	<u>20,179,245</u>	<u>20,219,179</u>	<u>100.20%</u>

**Expenditures**

12	Education	18,735,148	15,320,218	81.77%
22	Operation & Maintenance	272,770	110,636	40.56%
42	Transportation	24,150	7,491	31.02%
52	IMRF	1,147,177	832,872	72.60%
	<b>Total Expenditures</b>	<u>20,179,245</u>	<u>16,271,217</u>	<u>80.63%</u>

**Net Cash**

Total Revenues	20,179,245	20,219,179	100.20%
Total Expenditures	<u>20,179,245</u>	<u>16,271,217</u>	80.63%
Net Cash	<u>-</u>	<u>3,947,962</u>	

**Fund Balances**

	<b>Actual</b>
12 Education	<u>7,260,921</u>

**Decatur Public School District #61**  
**Report Date: March 2018**  
**Financial Condition as of March 31, 2018**

**Percent of year passed: 75%**

	<b>Revenues</b>	<b>Budget</b>	<b>Actual Y-T-D</b>	<b>Percent Received/Used</b>	<b>FY 17 Percent Received/Used As Of 3/31/17</b>
10	Education	89,690,637	61,249,629	68.29%	63.94%
20	Operation & Maintenance	5,334,460	1,870,914	35.07%	71.00%
30	Debt Service	7,314,775	5,196,508	71.04%	70.31%
40	Transportation	6,631,733	4,719,571	71.17%	51.92%
50	IMRF	2,665,983	1,491,060	55.93%	60.14%
51	Social Security	1,794,265	813,426	45.33%	49.87%
60	Capital Projects	3,670,000	3,281,795	89.42%	70.98%
70	Working Cash	2,684,785	2,375,052	88.46%	43.49%
80	Tort Immunity/Judgment	2,772,375	1,431,602	51.64%	50.23%
90	Fire Prevention/Safety	354,105	197,419	55.75%	51.82%
	<b>Total Revenues</b>	<b>122,913,118</b>	<b>82,626,976</b>	<b>67.22%</b>	<b>63.18%</b>

**Expenditures**

10	Education	89,550,232	61,407,585	68.57%	71.90%
20	Operation & Maintenance	5,952,340	4,211,365	70.75%	69.49%
30	Debt Service	7,540,000	5,672,815	75.24%	70.58%
40	Transportation	6,663,466	3,743,849	56.18%	57.64%
50	IMRF	2,330,544	1,925,629	82.63%	72.18%
51	Social Security	1,970,161	1,387,807	70.44%	69.74%
60	Capital Projects	1,726,700	1,302,068	75.41%	47.28%
70	Working Cash	2,700,000	2,700,000	100.00%	0.00%
80	Tort Immunity/Judgment	2,696,900	1,451,145	53.81%	43.53%
90	Fire Prevention/Safety	600,000	493,396	82.23%	41.09%
	<b>Total Expenditures</b>	<b>121,730,343</b>	<b>84,295,659</b>	<b>69.25%</b>	<b>69.06%</b>

**Net Cash**

Total Revenues	122,913,118	82,626,976	67.22%
Total Expenditures	121,730,343	84,295,659	69.25%
<b>Net Cash</b>	<b>1,182,775</b>	<b>(1,668,683)</b>	

**Fund Balances**

	<b>Actual</b>	
10	Education	15,406,084
20	Operation & Maintenance	1,826,921
30	Debt Service	1,540,207
40	Transportation	3,214,665
50	IMRF	1,292,703
51	Social Security	2,128,774
60	Capital Projects	3,080,264
70	Working Cash	4,388,331
80	Tort Immunity/Judgment	2,616,857
90	Fire Prevention/Safety	3,338,938
	<b>Total Funds</b>	<b>38,833,744</b>

# Bill Backlog

## As of 8:00 AM 4/18/2018

The backlog includes what is currently at the Comptroller's Office and the estimated \$2.0 billion with state agencies.

**\$8,822,105,886.24**  
**ESTIMATED GENERAL FUNDS PAYABLES BACKLOG**

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**132,543**  
**VOUCHERS BACKLOGGED**  
Includes vouchers and transfers to other state funds.



ILLINOIS STATE BOARD OF EDUCATION  
**VOUCHERS AWAITING PROCESSING BY COMPTROLLER**  
 (General Revenue Fund 001 Only as of 4/16/2018)

RCDT: 39055061025  
 Recipient: DECATUR SD 61

Fiscal Year : 2018

Program Name	Voucher Number	Voucher Date	Amount
3100 . Special Ed. - Private Facility Tuition	00041350	12/27/2017	4,340.90
	00072729	03/27/2018	4,340.90
	<b>Sub Total :</b>		<b>\$8,681.80</b>
3120 . Special Ed. - Orphanage - Individual	00041802	12/27/2017	29,176.04
	00073119	03/27/2018	47,603.02
	<b>Sub Total :</b>		<b>\$76,779.06</b>
3130 . Special Ed. - Orphanage - Summer Individual	00037930	12/14/2017	6,344.00
3360 . State Free Lunch & Breakfast	00040887	12/26/2017	5,781.73
	00052970	01/23/2018	4,254.63
	00065865	03/06/2018	4,932.09
	00073422	03/27/2018	5,421.12
<b>Sub Total :</b>		<b>\$20,389.57</b>	
3500 . Transportation - Regular and Vocational	00042531	12/27/2017	605,931.97
	00074102	03/27/2018	605,931.98
<b>Sub Total :</b>		<b>\$1,211,863.95</b>	
3510 . Transportation - Special Education	00043377	12/27/2017	294,629.72
	00074946	03/27/2018	294,629.72
<b>Sub Total :</b>		<b>\$589,259.44</b>	
3695 . Truants Alternative/Optional Ed.	00031763	12/01/2017	8,363.00
	00045075	01/03/2018	8,363.00
	00054273	02/01/2018	8,363.00
	00063495	03/01/2018	8,363.00
	00075877	04/02/2018	8,364.00
<b>Sub Total :</b>		<b>\$41,816.00</b>	
3705 . Early Childhood - Block Grant	00044778	01/03/2018	138,706.00
	00044779	01/03/2018	25,975.00
	00044780	01/03/2018	34,115.00
	00054701	02/01/2018	138,706.00
	00054702	02/01/2018	25,975.00
	00054703	02/01/2018	34,115.00
	00063837	03/01/2018	138,706.00

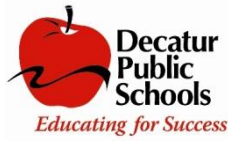
ILLINOIS STATE BOARD OF EDUCATION  
**VOUCHERS AWAITING PROCESSING BY COMPTROLLER**  
 (General Revenue Fund 001 Only as of 4/16/2018)

**RCDT: 39055061025**  
**Recipient: DECATUR SD 61**

**Fiscal Year : 2018**

Program Name	Voucher Number	Voucher Date	Amount
3705 - Early Childhood - Block Grant	00063838	03/01/2018	25,975.00
	00063839	03/01/2018	34,115.00
	00076357	04/02/2018	138,706.00
	00076358	04/02/2018	25,975.00
	00076359	04/02/2018	34,115.00
	<b>Sub Total :</b>		<b>\$795,184.00</b>
3950 - Orphanage Tuition - 18-3	00041975	12/27/2017	19,388.00
	00073296	03/27/2018	19,388.00
	<b>Sub Total :</b>		<b>\$38,776.00</b>
3999 - Other State Programs	00051542	01/17/2018	20,000.00
	00055106	02/01/2018	20,000.00
	00063318	03/01/2018	10,000.00
	00077678	04/04/2018	10,000.00
	<b>Sub Total :</b>		<b>\$60,000.00</b>
	<b>GRAND TOTAL :</b>		<b>\$2,849,093.82</b>





## Board of Education Decatur Public School District #61

<b>Date:</b> April 24, 2018	<b>Subject:</b> Treasurer's Report
<b>Initiated By:</b> Todd Covault, EdD, Chief Operational Officer	<b>Attachments:</b> Treasurer's Report
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

**BACKGROUND INFORMATION:**

The attached report details the District's investments and the status of the District's cash as of March 31, 2018.

**CURRENT CONSIDERATIONS:**

N/A

**FINANCIAL CONSIDERATIONS:**

N/A

**STAFF RECOMMENDATION:**

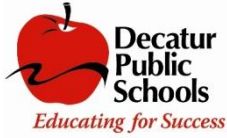
The Administration respectfully requests that the Board of Education approve the Treasurer's Report as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_

<b>DECATUR PUBLIC SCHOOL DISTRICT #61</b>					
<b>TREASURER'S REPORT</b>					
<b>March 2018</b>					
	Cash/Investments				Cash/Investments
	as of				as of
	02/28/18	Receipts	Disbursements	Change/Interest	03/31/18
Education	20,434,468.69	9,127,165.05	12,102,284.00	20,924.40	17,480,274.14
Operations & Maintenance	2,375,641.39	7,390.30	558,090.40	1,180.03	1,826,121.32
Debt Service	1,015,644.98	523,988.05	0.00	574.50	1,540,207.53
Transportation	3,249,843.34	897.00	102,925.51	1,466.64	3,149,281.47
IMRF	1,557,183.17	0.00	265,367.93	888.14	1,292,703.38
Social Security	2,324,938.90	9.16	197,801.47	1,628.20	2,128,774.79
Capital Projects	3,076,939.78	0.00	0.00	3,324.30	3,080,264.08
Working Cash	4,387,172.06	0.00	0.00	1,159.58	4,388,331.64
Tort/Judgment Immunity	2,729,193.37	1,066.10	135,382.00	1,979.14	2,596,856.61
Fire Prevention & Safety	3,336,264.67	0.00	562.44	3,234.94	3,338,937.17
Macon-Piatt Special Education	7,291,913.71	2,280,311.11	2,315,242.19	3,337.01	7,260,319.64
Activities	562,764.87	40,695.33	24,672.40	384.50	579,172.30
	52,341,968.93	11,981,522.10	15,702,328.34	40,081.38	48,661,244.07
				Dr. Todd Covault	03/31/18



## Board of Education Decatur Public School District #61

<b>Date:</b> April 24, 2018	<b>Subject:</b> Accepting a Gift from PNC Bank
<b>Initiated By:</b> Sarah Knuppel, Principal of Pershing Early Learning Program and Bobbi Williams, Assistant Superintendent - Elementary	<b>Attachments:</b> None
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

**BACKGROUND INFORMATION:**

Board Policy 8:80 provides that the Board of Education accepts gifts from any education foundation or other entity or individual provided the gift can be used in a manner compatible with the Board's educational objectives and policies. All gifts received become the School District's property.

**CURRENT CONSIDERATIONS:**

Pershing Early Learning Program received a donation from PNC Bank as a result of PNC meeting a goal for volunteer hours with our organization. The donation includes a \$3000 monetary award, as well as 7 iPads with cases and \$150 of iTunes gift cards. Pershing's intent is to divide the iPads between the three pre-K school sites and to use the money to plant sensory gardens at our sites.

The Administration has provided a letter of acknowledgement to PNC thanking them for the gracious gift.

**FINANCIAL CONSIDERATIONS:**

The value of the donation is \$5600.

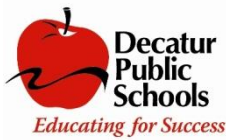
**STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education accept the gracious donation from PNC Bank as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_



## Board of Education Decatur Public School District #61

<b>Date:</b> April 24, 2018	<b>Subject:</b> Skyward Software Service Agreement
<b>Initiated By:</b> Michael Dugan, Assistant Superintendent - Secondary	<b>Attachments:</b> Skyward Software As A Service Agreement-Negotiated
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

**BACKGROUND INFORMATION:**

The Student Information System Committee after a review of the three vendors and the RFPs recommended Skyward Student Information System for adoption during the 2019-2020 school year.

Skyward has been providing a Student Information System experience to school districts since 1981. More than just a traditional software provider, it has been their aim to be the driving force behind a more productive, collaborative, and successful work and learning environment. Skywards serves over 2,000 K-12 schools in over 20 states and multiple international locations. Skyward serves 310 districts within Illinois including the following local districts: Mahomet-Seymour Unit 3, Mt. Zion Community School District #3, McLean Unit #5, Bloomington School District #87, Peoria Public Schools #150, Urbana School District #116, Charleston CUSD #1, Mattoon CUSD #2 and Danville CUSD #118.

The board approved the Skyward Student Information System Contract at the March 27, 2018 Board Meeting

**CURRENT CONSIDERATIONS:**

Decatur Public School and Skyward has completed a Negotiated Skyward Software Service Agreement.

**FINANCIAL CONSIDERATIONS:**

Find below the four-year purchase plan for Skyward:

- FY 18 - \$156,663.00
- FY 19 - \$73,350.00
- FY 20 - \$73,350.00
- FY 21 - \$73,350.00

**STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education approve the Skyward Software Service Agreement as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_

## SKYWARD® SOFTWARE AS A SERVICE AGREEMENT - NEGOTIATED

This Skyward® Software as a Service Agreement (this "Agreement") is made and entered into by and between Skyward, Inc., a Wisconsin corporation with offices at 2601 Skyward Drive, Stevens Point, WI 54482 ("Skyward") and Decatur School District 61, with offices at 101 W. Cerro Gordo Street, Decatur, IL 62523-0000 ("Subscriber"). Skyward and Subscriber may be collectively referred to herein as the "parties" or individually as a "party."

### RECITALS

A. Skyward has developed certain proprietary computer software, as updated and revised from time to time (the "Skyward Software"). The Skyward Software, together with any additional products provided by Skyward in association therewith, shall be collectively referred to as the "Skyward Products."

B. Skyward (or its authorized service provider) further provides professional services in association with the Skyward Products consisting of: implementation services, training services, support and maintenance services, application hosting services, data conversion services, network and data management services; and other professional services agreed to by the parties (the "Skyward Services").

C. Skyward and Subscriber desire to enter into this Agreement to establish the terms and conditions under which Skyward will provide Subscriber with access to the Skyward Products and certain Skyward Services, as more particularly described herein.

### TERMS AND CONDITIONS

#### 1.0 Access and Use of Skyward Products.

**1.1 Grant of Access.** Subject to the terms and conditions of this Agreement, Skyward hereby grants to Subscriber and Subscriber's Authorized Users (as defined herein), a nonexclusive, non-transferable, non-licensable, non-perpetual limited right to access the Skyward Products identified in the proposal signed by Skyward and Subscriber, including any addenda thereto, attached hereto and incorporated herein by reference (the "Proposal"), together with all related instruction manuals and other materials associated therewith (the "Materials"). Subscriber and Subscriber's Authorized Users may only access and use the Skyward Products through Skyward's authorized third party host and pursuant to that certain Hosting Services Agreement executed by Subscriber simultaneously with the execution of this Agreement, or subsequently entered into by Subscriber and Skyward. Subscriber and Subscriber's Authorized Users may access and use the Skyward Products and Materials solely for their own internal operational purposes and shall comply with the use restrictions contained herein. Any additional software, modules or other products purchased by Subscriber from Skyward during the term of this Agreement shall be deemed Skyward Products and shall be subject to the terms and conditions of this Agreement unless otherwise agreed to by the parties in writing.

**1.2 Use Restrictions.** By accepting the rights granted by Skyward hereunder, Subscriber agrees that it will not, without the prior express written consent of Skyward: (a) sell, license, sublicense, distribute, lease or otherwise transfer or allow the transfer of the Skyward Products or Materials, or any permitted backup copy, to third parties; (b) use the Skyward Products or Materials in any manner inconsistent with the rights granted above; (c) modify or create derivative works of the Skyward Products or Materials; (d) permit the Skyward Products to be downloaded, embedded, or otherwise transferred to a third party processor, host, or any other server or equipment not under the exclusive control of Subscriber or Skyward; or (e) attempt to decompile, disassemble or reverse engineer the Skyward Products, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Skyward Products, or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Skyward Products.

**1.3 Authorized Users.** Subscriber is solely responsible for providing and administering usernames for all of Subscriber's authorized employees who have a need to access the Skyward Products or Materials (each an "Authorized User" and collectively the "Authorized Users"). Subscriber is further solely responsible for (a) maintaining the security of all user names and passwords granted to Subscriber or its Authorized Users; (b) the security of Subscriber's information systems used to access the Skyward Products; and (c) Subscriber's Authorized Users' compliance with the terms of this Agreement. Subscriber will immediately notify Skyward if it becomes aware of any loss, theft, or unauthorized use of any of Subscriber's passwords or user names, or any other breach of Subscriber's security as it relates to the Skyward Products.

**1.4 Third Party Products and Services.** Any information or proposals for third party products or services provided by Skyward to Subscriber are for informational purposes only and it is the sole responsibility of Subscriber to independently verify any terms, conditions, fees and expenses associated with any such third party products or services. Subscriber further acknowledges that any such information or proposals provided by Skyward were based on information provided by Subscriber and that Skyward did not perform an independent technology analysis, unless requested by Subscriber to do so. In the event Skyward provides any third party products or services to Subscriber under the terms of this Agreement, Subscriber agrees that it will be bound by and will comply with the terms and conditions of any end user license agreement or other restrictions of use required by such third parties in association with the use of their products or services.

## 2.0 Fees and Payment.

**2.1 Fees.** Subscriber shall pay the subscription and hosting fees associated with the Skyward Products and Skyward Services identified in the Proposal (collectively the "Subscription Fees"). In addition, Subscriber shall pay any other reoccurring fees and amounts due in association with the Skyward Products and Skyward Services identified in the Proposal or otherwise agreed to in writing by Skyward and Subscriber during the term of this Agreement.

**2.2 Payment.** Subscriber shall make payment of the Subscription Fees when due as provided in the Proposal. Subscriber shall make payment of any other amounts due within thirty (30) from the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law.

**2.3 Taxes.** If any authority imposes a duty, tax, levy or fee, excluding those based on Skyward's net income, upon the Skyward Products, Materials, or Skyward Services, then Subscriber agrees to pay the amount specified and Subscriber is solely responsible for any personal property taxes for the Skyward Products from the date they were acquired.

## 3.0 Ownership and Protection of Intellectual Property.

**3.1 Reservation of Title.** Subscriber acknowledges and agrees that the Skyward Products, including but not limited to, the specific design and structure of individual programs, input formats, object code and source code, algorithms, frameworks, and the Materials, all constitute trade secrets, confidential and proprietary information, and copyrighted material of Skyward. Subscriber further acknowledges and agrees that this Agreement does not affect any transfer of title in the Skyward Products or Materials and that the Skyward Products and Materials shall remain the sole and exclusive property of Skyward or Skyward's licensor.

**3.2 Subscriber's Responsibilities.** Subscriber shall implement reasonable security measures to protect such trade secrets, confidential and proprietary information, and copyrighted material. Subscriber shall devote its best efforts to ensure that all Subscriber's personnel protect the Skyward Products and Materials as confidential and proprietary information and the trade secrets of Skyward to any other person, firm, organization, or employee that does not need (consistent with Subscriber's right of use hereunder) to obtain access to the Skyward Products and Materials. The duties and obligations of Subscriber hereunder shall remain in full force and effect for so long as Subscriber continues to have access to or use the Skyward Products and Materials.

### 3.3 Reproductions, Filming and Back-Up Copies.

**3.3.1 Reproduction of Materials.** Subscriber may reproduce the Materials for authorized use by personnel of Subscriber as required to operate the Skyward Products, provided that Subscriber includes in those reproductions all Skyward notices of ownership and proprietary rights thereto. Said reproductions of the Materials shall be subject to the same restrictions on use and disclosure as the original provided by Skyward hereunder.

**3.3.2 Filming.** Subscriber may film or record one or more training or support sessions performed by Skyward personnel, with the prior written consent of Skyward. In the event Skyward grants such written consent, Subscriber agrees that Subscriber, its members, officers, and employees will treat such recordings as confidential and proprietary information of Skyward and that Subscriber will comply with the requirements of Section 3.2 above with respect to any such recordings. In the event of any discrepancy between statements made by Skyward personnel and the Materials, the Materials shall control in all respects.

**3.4 Audit Rights.** During the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement, upon written notice to Subscriber, Skyward may audit Subscriber's database and/or computing devices to determine Subscriber's compliance with this Agreement and payment of all applicable Subscription Fees due Skyward, if any, in association with the Skyward Products. If such audit reveals that Subscriber knowingly underpaid the Subscription Fees due Skyward under the terms of this Agreement, then Subscriber shall pay to Skyward any such unpaid amounts within thirty (30) days of receipt of written notice from Skyward.

## 4.0 Indemnification and Source Code Escrow.

**4.1 Ownership.** Skyward warrants and represents that it has full right, power and authority to provide Subscriber with access to the Skyward Products and Materials, subject to the terms and conditions of this Agreement. Skyward shall indemnify and hold Subscriber harmless from any and all claims, liabilities, or actions brought by any third party against Subscriber for infringement of Subscriber's right to use the Skyward Products and Materials in accordance with the terms of this Agreement.

**4.2 Infringement Claim.** Notwithstanding the express limitation of liability contained in Section 5.4 below, at Skyward sole expense, Skyward shall defend and hold harmless Subscriber from and against any and all claims, actions, and liabilities brought by any third party alleging that the Skyward Products and/or Materials infringe upon a trade secret, or a registered patent or copyright in the United States and Skyward shall pay all costs and damages arising out of any such claim. To qualify for such defense and payment, Subscriber must give Skyward prompt written notice of such claim and allow Skyward to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise, provided no such settlement adversely affects Subscriber's ability to exercise the rights granted in this Agreement, unless Subscriber consents thereto.

**4.3 Remedy.** Subscriber agrees that if the Skyward Products and/or Materials become, or in the opinion of Skyward is likely to become, the subject of a trade secret, patent, or copyright infringement claim, Subscriber shall permit Skyward at Skyward's option and expense, to: (a) promptly procure for Subscriber the right to continue to use the Skyward Products and/or Materials; or (b) replace the Skyward Products and/or Materials with an alternative that functions substantially the same as the product which becomes or is likely to become the subject of such a claim; or (c) modify the Skyward Products and/or Materials in a manner which causes it to function substantially the same as it had prior to modification.

## **5.0 Limited Warranty and Limitation of Liability.**

**5.1 Limited Warranty.** Skyward shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the security of the Software Products and minimize errors and interruptions in Subscriber's access and use of the Skyward Products, provided that: (a) Subscriber uses the Skyward Products strictly in accordance with the user documentation furnished by Skyward; (b) Subscriber pays all amounts due under this Agreement and is not in default of any provisions of this Agreement; and (c) Subscriber makes no changes (nor permits any changes to be made other than by or with the express written approval of Skyward) to the Software Products. This limited warranty extends only to Subscriber.

**5.2 Limitations.** In no event does Skyward warrant that the Skyward Products will be error free or that Subscriber will be able to operate the Skyward Products without problems or interruptions. Subscriber acknowledges that the availability of the Skyward Products depends upon the availability of the Internet and any cloud computing service provider that Skyward uses and that Skyward has no control over such availability. Accordingly, Skyward makes no representations, warranties, or covenants regarding the availability of the Skyward Products to the extent that such availability depends upon the availability of the Internet or any cloud computing service provider that Skyward uses. Subscriber further acknowledges that the Skyward Products may be temporarily unavailable for scheduled maintenance, for unscheduled emergency maintenance, or due to other causes beyond Skyward's reasonable control and Skyward will not be liable to Subscriber as a result of these temporary interruptions.

**5.3 Remedies and Exclusions.** Subscriber's sole and exclusive remedy and the entire liability of Skyward under the above referenced limited warranty will be for Skyward to make commercially reasonable efforts to provide the Skyward Products as warranted. If for any reason, Skyward is unable to provide the Skyward Products as warranted within thirty (30) days following Subscriber's report of a breach of this limited warranty, then upon Subscriber's written request, Skyward will refund the Subscription Fees paid by Subscriber to Skyward for the then current fiscal year, pro-rated as of the date of the report of the breach, and Subscriber's right to access and use the Skyward Products will be terminated. Except for the limited warranty described herein, no other warranties, express or implied, are provided by Skyward. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

**5.4 Limitation of Liability.** The liability of Skyward to Subscriber for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Subscriber to Skyward with respect to the Skyward Products (excluding the cost of any hardware purchased by Skyward and transferred to Licensee) during the 365 days preceding the cause of action. IN NO EVENT WILL SKYWARD BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF SKYWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Skyward shall not be held liable for any claims or demands brought against Subscriber by any other party unless Subscriber has properly notified Skyward as to such damages, claims, or demands, and Subscriber has taken action to minimize such damages, claims, or demands. Subscriber further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Subscriber's failure to properly save or back up all data and information inputted by Subscriber.

## **6.0 Term and Termination.**

**6.1 Term.** The term of this Agreement shall commence on the installation date identified in the Proposal and shall continue for the period of time identified in the Proposal (the "Initial Term"), unless terminated earlier as provided herein. Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each as "Renewal Term"), unless terminated as provided herein. All references to the "term" of this Agreement shall include the Initial Term and any Renewal Term. Notwithstanding the foregoing, either party may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing the other party with not less than ninety (90) days advance written notice. In the event this Agreement is extended as provided above, Subscriber shall pay the then current Subscription Fees associated with the Skyward Products and Skyward Services for each Renewal Term.

### **6.2 Termination by Subscriber.**

**6.2.1 Voluntary Termination.** Notwithstanding Section 6.1 above, Subscriber may terminate this Agreement at any time for convenience by providing Skyward with not less than one hundred twenty (120) days prior written notice. Provided however, Subscriber acknowledges that (a) if Subscriber terminates this Agreement as provided in this Section 6.2.1 during the Initial Term, then Subscriber shall be responsible for payment of all Subscription Fees identified in the Proposal for the Initial

Term, which shall be due and payable on the effective date of termination; and (b) all Subscription Fees previously paid by Subscriber are non-refundable and will not be prorated or refunded to Subscriber.

**6.2.2 Termination Upon Skyward Default.** Subscriber may terminate this Agreement without penalty in the event Skyward fails to perform any material obligation under this Agreement and such failure continues for a period of thirty (30) days following receipt of written notice of such breach from Subscriber.

**6.2.3 Termination Upon Nonappropriation.** Skyward acknowledges that this Agreement is a commitment of Subscriber's current revenues and that payment obligations of Subscriber created by this Agreement are conditioned upon the availability of funds that are duly appropriated and allocated for the payment of goods and services under this Agreement. If such funds are not appropriated and allocated by Subscriber's governing board, then this Agreement may be terminated by Subscriber at the end of the fiscal period for which funds are appropriated and allocated. Subscriber shall provide Skyward with prompt written notice of any such non-appropriation event.

**6.3 Termination by Skyward.** The occurrence of any one or more of the following shall be deemed a "Subscriber Default": (a) any attempted sale, sublicense, transfer or assignment of all or any part of the Skyward Products and/or Materials without the prior written consent of Skyward; (b) any attempt to decompile, disassemble, or otherwise reverse engineer all or any part of the Skyward Products and/or Materials, or assist another in so doing; (c) any breach of Skyward's confidential and proprietary rights, trade secrets, or copyrights in the Skyward Products and/or Materials; or (d) Subscriber fails to perform any other material obligation under this Agreement, including but not limited to a failure to pay when due any amounts due Skyward under the terms of this Agreement and any Proposal and such failure continues for a period of thirty (30) days following receipt of written notice from Skyward. Upon the occurrence of a Subscriber Default, Skyward shall have the right to immediately terminate this Agreement.

**6.4 Effect of Termination.** In the event of the termination of this Agreement for any reason, all of Subscriber's rights and privileges under this Agreement, including but not limited to Subscriber's rights to access and use the Skyward Products and Materials shall be immediately terminated.

**6.5 Injunctive Relief.** In the event of a Subscriber Default described in Section 6.3(a)-(c) above, in addition to the right to terminate in Section 6.3 above, Skyward will be entitled, without proof of damages, to immediate injunctive relief (including but not limited to, a temporary restraining order, temporary injunction and permanent injunction, all without bond), restraining Subscriber from any further use of the Skyward Products and Materials and requiring that all copies (including any permitted back-up copies) be immediately returned to Skyward. Notwithstanding anything contained herein to the contrary, this Section will not be construed to limit Skyward's rights to pursue any other remedy or relief available under this Agreement or otherwise available. Subscriber further agrees that Skyward's pursuit of any remedy under this Agreement or otherwise available will not constitute an election of remedies by Skyward.

## **7.0 Professional Services.**

**7.1 Software Support.** So long as Subscriber continues to pay the Subscription Fees, Skyward will provide Subscriber with technical support and software maintenance with respect to the Skyward Products, subject to the terms and conditions described on Schedule A, attached hereto and incorporated herein by reference.

**7.2 Professional Services.** In the event Subscriber requests implementation services, training services, data conversion services, network or data management services, or other project management and professional services from Skyward during the term of this Agreement and Skyward agrees in writing to provide such services, then the terms and conditions of Skyward's provision of such services to Subscriber shall be in accordance with the terms and conditions described on Schedule B, attached hereto and incorporated herein by reference.

**7.3 Collection of Technical Data.** Subscriber agrees that Skyward may collect and use technical data and related information, including but not limited to technical information about Subscriber's use of the Skyward Products, that is gathered periodically to monitor the health of Subscriber's database and to facilitate the provision of updates to the Skyward Products, product support, and other services to Subscriber related to the Skyward Products. Skyward may use this information to operate, provide, improve and develop Skyward's products, services and technologies, and for such other purposes described in this Agreement. Provided however, Skyward agrees that such data shall not include any personally identifiable information of any of Subscriber's students and/or employees and Skyward shall otherwise comply with all of the terms and conditions of this Agreement with respect to Subscriber's data.

**7.4 Non-Solicitation.** The parties agree that their respective employees are a valuable asset to their respective organizations and are difficult to replace. Accordingly, during the term of this Agreement and continuing for a period of one (1) calendar year thereafter, neither party shall solicit, whether directly or indirectly, the employment of any of the other party's employees without the prior written consent of the other party. If a party violates this Section 7.4, the parties agree that the violating party shall pay to the other party the sum of Fifty Thousand Dollars (\$50,000.00) for each violation, not to exceed a total sum of One Hundred Thousand Dollars (\$100,000.00) as liquidated damages. The parties further agree that precise monetary damages for a party's violation of this Section 7.4 would be difficult to ascertain and that the foregoing sum represents a fair and conservative approximation of cost of recruitment, hiring and training that would be incurred by the other party.



## 8.0 Interpretation and Construction.

**8.1 Entire Agreement.** This Agreement shall be governed by the laws of the State of Illinois, without regard to any conflict of laws provisions or rules of construction concerning the draftsmanship hereof. This Agreement contains the entire understanding and full and complete agreement of the parties, and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof. This Agreement may be altered, amended or modified only in writing, signed by both of the parties hereto. Headings included in this Agreement are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of this Agreement, unless otherwise indicated.

**8.2 Assignment.** Neither party may, voluntarily or involuntarily, assign or otherwise transfer this Agreement without the other party's prior written consent. Any attempted assignment or delegation without prior written consent will be null and void. Notwithstanding the foregoing, the transfer of all or substantially all of Skyward's capital stock or assets to a third party through a sale, merger or other transaction or proceeding shall not be deemed an assignment under the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, legal representatives and permitted assigns.

**8.3 Severability.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect of the intent of the parties expressed herein.

**8.4 Waiver.** No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

**8.5 Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, provided that the delayed part: (a) gives the other party prompt notice of such cause, and (b) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

**8.6 Notices.** Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (a) when personally delivered, (b) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, or (c) three business days after being mailed by certified mail, postage prepaid, addressed to the party receiving notice at the address listed in the opening paragraph of this Agreement, unless that party otherwise notifies the other party in accordance with this Section of a change of address.

**8.7 Survival.** The provisions contained in Sections 3, 4, 5, and 6, this Section, and any other provisions of this Agreement which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties hereto.

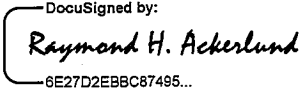
**8.8 Counterparts and Signatures.** The undersigned warrant and represent that they have the legal authority to execute and deliver this Agreement on behalf of the parties hereto. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that original signatures of a party transmitted by facsimile or in portable document format (pdf) or electronic signatures affixed to this Agreement shall be as valid as an original signature of such party to this Agreement. If this document is executed by electronic signature, both parties agree that their electronic signature is legally binding and shall have the same validity and meaning as a hand written signature and neither party will contest the validity of their respective electronic signature, or claim that it is not legally binding.

*(Signature Page Attached)*

The undersigned, being duly authorized representatives of Skyward and Subscriber, do hereby agree to the terms and conditions of this Agreement.

SKYWARD, INC.

SUBSCRIBER:

By:  \_\_\_\_\_  
Name: Raymond Ackerlund  
Title: Chief Marketing Officer  
Date: April 9, 2018

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Treasurer  
Date: \_\_\_\_\_

**SCHEDULE A**  
**SKYWARD® TECHNICAL SUPPORT AND SOFTWARE MAINTENANCE**  
**STANDARD TERMS AND CONDITIONS**

These Skyward® Technical Support and Software Maintenance Standard Terms and Conditions shall apply to all Support Services (as defined herein) provided by Skyward to Subscriber. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Skyward® Software as a Service Agreement between the parties.

1. **Support and Maintenance.** So long as Subscriber continues to pay the Subscription Fees, Skyward will provide Subscriber with technical support services with respect to the Skyward Products, subject to the terms and conditions described herein (the "Support Services"). Subscriber's use of all updates and new releases shall be subject to the terms and conditions of the Skyward® Software as a Service Agreement between Skyward and Subscriber.
2. **Service Hours.** Skyward personnel shall be normally available either via phone or via email Monday through Friday, 8:00 a.m. to 5:00 p.m., central time. Subscriber's offices are closed in observance of holidays observed by Skyward.
3. **Support and IT Contacts.** Subscriber shall identify certain individuals who shall be authorized to contact Skyward for technical and product questions (the "Support and IT Contacts"). Subscriber understands and acknowledges that no more than the number of authorized Support and IT Contacts identified below may be in communication with Skyward at any one time. If the Skyward Products licensed by Subscriber includes both the Skyward Student Suite and the Skyward Business Suite, Subscriber may provide the permitted number of Support and IT Contacts for each Skyward product suite. Additional permitted contact(s) for the Food Service or Special Education modules shall apply only if those modules are included in the Skyward Products licensed by Subscriber. Subscriber shall provide Skyward with a written list of its Support and IT Contacts within (30) days following the execution of this Agreement. Subscriber further agrees to provide Skyward written notice of any changes to Subscriber's authorized contacts.

Subscriber Student Enrollment	Permitted Number of Support Contacts	Permitted Number of IT Contacts	Additional support contact(s) for Food Service or Special Education
0-5,000	2	1	1
5,001 – 10,000	3	2	1
10,001 – 20,000	4	3	2
20,001+	5	4	2

4. **Exclusions.** The Support Services to be provided by Skyward to Subscriber hereunder does not include technical support or services for issues not directly related to the Skyward Products, including but not limited to the following: crystal reports, open database connections, third party software or services, hardware, local area network connectivity, and LAN device configuration outside of the initial installation.
5. **Rights of Skyward.** Skyward shall own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Skyward in connection with performing the Support Services, including all intellectual property rights therein. Nothing contained herein will be construed so as to restrict or limit Skyward's right to perform similar services for any other party or to assign any employees or subcontracts to perform similar services for any other party, provided that Skyward complies with its confidentiality obligations hereunder. Skyward shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by Skyward, any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber and any of its employees, agents or users, relating to any product or service owned or provided by Skyward.
6. **Limited Warranty.** Skyward warrants to Subscriber that the Support Services provided hereunder will be performed in a professional manner and in accordance with good usage and accepted practices as established in the community in which such Support Services are performed. If such Support Services prove to be not so performed and if Subscriber notifies Skyward within thirty (30) days from the date of completion of the Support Service, Skyward will, at its sole discretion, either correct any defects and deficiencies for which it is responsible or render a full or prorated refund or credit based on the original charge for the Support Service, if any. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.
7. **Limitation of Liability.** IN NO EVENT WILL SKYWARD BE LIABLE TO SUBSCRIBER OR ANY PERSON OR ENTITY USING ANY SUPPORT SERVICE SUPPLIED UNDER THIS AGREEMENT FOR ANY LOSS OF TIME, REVENUE, PROFITS, BUSINESS INTERRUPTION, INCONVENIENCE, LOSS OR DAMAGE OF DATA, LOSS OF USE OF ANY PRODUCT OR EQUIPMENT OR PROPERTY DAMAGE CAUSED BY ANY TECHNICIAN, PRODUCT OR EQUIPMENT OR THEIR FAILURE TO WORK, OR FOR ANY OTHER INDEIRECT, SPECIAL, RELIANCE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF SUPPORT SERVICES. SKYWARD'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE, OR EXPENSE FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE FEES ACTUALLY PAID BY SUBSCRIBER TO SKYWARD FOR THE SUPPORT SERVICES, IF ANY.
8. **Confidentiality.** All personally identifiable information and data relating to Subscriber's students and/or employees used by Subscriber in conjunction with the Skyward Products shall at all times be treated as confidential by Skyward and will not be copied, used or disclosed by Skyward for any purpose. Skyward recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Skyward agrees to comply with said restrictions.

**SCHEDULE B  
SKYWARD® PROFESSIONAL SERVICES  
STANDARD TERMS AND CONDITIONS**

These Skyward® Professional Services Standard Terms and Conditions (these “Standard Terms and Conditions”) shall apply to all Professional Services (as defined herein) provided by Skyward to Subscriber. All capitalized terms not otherwise defined in these Standard Terms and Conditions shall have the meaning assigned to them in the Skyward® Software as a Service Agreement between the parties.

**1.0 Professional Services and Training.**

**1.1 Professional Services.** Subject to these Standard Terms and Conditions, Skyward will perform certain professional services in association with the Skyward Products separately purchased by Licensee as described on the Proposal, or any subsequent Proposal or statement of work agreed to by Skyward and Subscriber (the “Professional Services”). Skyward shall assign a project manager and Skyward and Subscriber shall agree on a training calendar and implementation schedule associated with Subscriber’s purchase of the Skyward Products. In the event any Professional Services to be provided by Skyward to Subscriber contemplates the creation of object code, such object code shall be referred to herein as a “Deliverable.”

**1.2 On-Site Training.** The cost of all on-site training described in the Proposal is based on Subscriber having training facilities available. Each on-site training day described in the Proposal consists of a six (6) hour training day and a maximum of number of individuals that may attend is stated in the Proposal. In the event the number of attendees exceeds the permitted number, then Subscriber will be charged an additional \$200.00 for each additional attendee.

**1.3 Web Enabled Training.** The cost of all web enabled training described in the Proposal is based on Subscriber having training facilities available to support the broadcast of the web enabled training. Web enabled training described in the Proposal consists of up to six (6) hour in a training day and the maximum number of individuals that may attend, as identified in the Proposal. In the event the number of attendees exceeds the permitted number, then Subscriber will be charged an additional \$200.00 for each additional attendee.

**1.4 Cancellation or Expiration.** Any scheduled training days may be cancelled by Subscriber up to forty-eight (48) hours in advance for Web Enabled Training and minimum of ten (10) days in advance for On-Site Training. If the scheduled training day is cancelled by Licensee after the minimum advanced notice to Skyward, then Licensee will be responsible for the full amount of the scheduled training and any airline change fees (if applicable). All training days described in the Proposal may be utilized by Licensee for a period of up to twelve (12) months following the implementation of each software module to which the training pertains. Any training days that are not utilized by Licensee within the time provided will expire and are non-refundable.

**2.0 Subscriber’s Responsibilities.**

**2.1 Subscriber’s Facilities.** Subscriber will make available in a timely manner for Skyward’s use, at no charge to Skyward, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by Skyward to perform the Professional Services. Subscriber will be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Subscriber computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Subscriber. The Skyward Products will be installed by an authorized Skyward customer service representative. In the event Subscriber is currently utilizing a network installed by a third party, Subscriber agrees to provide an authorized technical support representative on-site to provide any necessary assistance during the installation process.

**2.2 Subscriber’s Obligations.** Subscriber acknowledges that meeting any dates agreed to by the parties are contingent upon timely completion of activities by Subscriber as contemplated by the parties under this Agreement including, without limitation, those activities designated to Subscriber in Section 2.1 above (a “Subscriber Obligation”). Subscriber will immediately advise Skyward in writing as soon as it becomes aware of any developments that may delay completion of a scheduled Deliverable including, without limitation, Subscriber’s failure or inability to perform a Subscriber Obligation. Any dates agreed to by the parties will be equitably adjusted by the parties (but in no event less than a day- for-day adjustment) in writing in the event of: (a) any delay caused by Subscriber’s failure or inability to perform a Subscriber Obligation; (b) any delay due to Subscriber’s request for changes; (c) any delay due to a third party’s act, failure to act or delay in performing any obligation whatsoever; or (d) any other delay incurred as a result of Subscriber’s action(s) or omission(s). No such delay will relieve or suspend Subscriber’s obligation to pay Skyward under Section 3 below and, in addition to such payment obligations, Subscriber will pay for any and all costs and expenses incurred by Skyward relating to re-staffing as a result of any delay caused by Subscriber.

**3.0 Fees and Payment.** Subscriber shall pay all fees due Skyward in association with the Professional Services provided by Skyward to Subscriber hereunder. Provided however, if the Professional Services are not commenced within one hundred eighty (180) days, then the applicable fees shall be adjusted to Skyward’s then current rates and fees for such services. Subscriber shall further reimburse Skyward for all reasonable costs and expenses incurred by Skyward in its performance of the Services under this Agreement in accordance with Skyward’s then current business expense policy. Unless otherwise stated, Subscriber shall make all payments under this Agreement within thirty (30) days after the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law.

#### 4.0 Subscriber Data.

**4.1 Confidentiality of All Data.** All personally identifiable information and data relating to Subscriber's students and/or employees used by Subscriber in conjunction with the Skyward Products shall at all times be treated as confidential by Skyward and will not be copied, used or disclosed by Skyward for any purpose. Skyward recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Skyward agrees to comply with said restrictions.

**4.2 Family Educational Rights and Privacy Act.** The parties expect and anticipate that Skyward may receive education records from Subscriber only as an incident of the Professional Services that Skyward provides to Subscriber. In the event Subscriber provides Personally Identifiable Information ("PII") (including but not limited to personally identifiable student information as defined by applicable state and federal law) to Skyward, they shall be deemed a "school official determined to have a legitimate educational interest" under 34 CFR 99.31(a)(1), as provided by Subscriber's policies and procedures. Skyward acknowledges that PII is the confidential information of Subscriber and shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. Skyward agrees to abide by the requirements of applicable federal and state law pertaining to the disclosure of PII, and agrees to take all reasonable measures to protect against the unauthorized disclosure of any PII. Except for use and disclosure to their employees and personnel to the extent necessary to fulfill its obligations under the terms of any Statement of Work, Skyward shall not use or further disclose PII. Upon the expiration or termination of this Agreement, Skyward agrees to promptly return to Subscriber any and all PII in Skyward's possession.

**4.3 Health Insurance Portability and Accountability Act.** In the event that Subscriber is converting its data and information management systems, then the parties represent and acknowledge that such conversion process may necessarily involve the incidental receipt of data by Skyward that constitutes personal health information, as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition to the terms and conditions contained herein, Skyward and Subscriber may enter into a HIPAA Business Associate Agreement providing for the protection of such personal health information as required by HIPAA.

**4.4 Indemnification.** Skyward shall, at its sole cost and expense, defend and hold harmless Subscriber from and against any and all claims, actions, and liabilities brought by any third party against Subscriber as a result of the release of PII or other confidential information of Subscriber to the extent directly caused by the negligence or willful misconduct of Skyward or its employees. Provided however, to qualify for such defense, Subscriber must give Skyward prompt written notice of such claim and allow Skyward to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise.

**4.5 Open Database Connection.** If requested by Subscriber and agreed to by Skyward, Skyward may establish an open database connection ("ODBC") between Skyward's database and the database of Subscriber. In the event such an ODBC is established by Skyward, Subscriber will be permitted to insert its data into the Skyward database subject to the following terms and conditions: (a) Subscriber will be the sole and exclusive owner of all data inserted into the Skyward database, (b) Subscriber agrees to hold Skyward harmless from any liability relating to Subscriber's insertion of data into the Skyward database, including but not limited to the corruption of such database, (c) Subscriber shall compensate Skyward to repair any problems relating to the corruption of the Skyward database arising from or related to the insertion of the Subscriber's data, (d) Subscriber agrees to log all data inserts by date, time, database, table and field and to create a backup of the database prior to inserting any data, and (e) Subscriber shall not allow any third party vendors, suppliers, or other individuals or entities associated with Subscriber access to the ODBC without the prior written consent of Skyward and Skyward may, in its sole discretion, require that any such third party execute a confidentiality and nondisclosure agreement in the form and substance required by Skyward. The Subscriber further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Subscriber's failure to properly save or back up all data and information inputted by Subscriber through the ODBC.

#### 5.0 Proprietary Rights.

**5.1 Rights of Skyward.** Subject to Subscriber's rights described below, Skyward shall own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Skyward in connection with performing the Professional Services, including all intellectual property rights therein. Nothing contained herein will be construed so as to restrict or limit Skyward's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party, provided that Skyward complies with its confidentiality obligations hereunder. Skyward shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by Skyward, any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber and any of its employees, agents or users, relating to any product or service owned or provided by Skyward.

**5.2 Rights of Subscriber.** Subject to these Standard Terms and Conditions, Skyward grants Subscriber a limited, non-transferrable, non-sublicensable, nonexclusive right (exclusive of any rights to use the Skyward Products) to use and reproduce the Deliverables solely for Subscriber's internal use in conjunction with Subscriber's use of the Skyward Products as authorized by Skyward in writing and solely for so long as Subscriber is authorized to use said Skyward Products.

**5.3 Use Restrictions.** Subscriber shall not itself, or through any affiliate, agent, or third party: (a) decompile, disassemble, reverse engineer, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Deliverables or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Deliverables, including without limitation any such mechanism used to restrict or control the functionality of the Deliverables (except that the foregoing provision shall not apply to the extent that such activities may not be prohibited under applicable law); (b) sell, lease, license, sublicense, distribute or otherwise provide to any third party or any other person the Deliverables, in whole or in part; (c) modify or create derivative works of the Deliverables; (d) use or reproduce the Deliverables, except as specifically permitted under this Agreement; or (e) use the Deliverables to provide processing services to any third party or otherwise use the Deliverables on a service bureau basis. Subscriber shall promptly notify Skyward of any unauthorized use, disclosure, reproduction, or distribution of the Deliverables, which comes to Subscriber's attention, or which Subscriber reasonably suspects. Subscriber is solely responsible

for obtaining all equipment, and the compatibility thereof with the Deliverables, and for paying all fees including, without limitation, all taxes and any related costs or fees, necessary to use the Deliverables.

**5.4 Subscriber Data.** Subject to the terms and conditions of this Agreement, Subscriber grants Skyward and its contractors and agents a limited, nontransferable, fully-paid, royalty-free, non-sublicenseable, nonexclusive right during the term of this Agreement to use, reproduce, modify, prepare derivative works of, perform, display, transmit, make, have made and import any data provided by Subscriber to Skyward or its contractors or agents in connection with the performance of the Professional Services under this Agreement as necessary or useful to perform the Professional Services. Except as expressly set forth herein, Subscriber retains all right, title and interest in and to its data.

**6.0 Limited Warranty and Limitation of Liability.**

**6.1 Limited Warranty.** With respect to each Deliverable, Skyward warrants to Subscriber that, for a period of thirty (30) calendar days after the date of delivery of such Deliverable to Subscriber, such Deliverable will substantially conform to any applicable functional specifications for such Deliverable that are described in the applicable Statement of Work or any Change Order thereto. If any Deliverable does not perform as expressly warranted in this section, Subscriber will notify Skyward in writing and Skyward will, at its sole option and expense: (a) replace or modify such Deliverable with a Deliverable that performs as expressly warranted in this section; or (b) if Skyward determines that the foregoing is not commercially reasonable, accept return of such Deliverable (if applicable) and refund to Subscriber the fees paid by Subscriber associated with such Deliverable under this Agreement. The foregoing limited warranty does not cover repair or replacement of or refunds for any Deliverable if the nonconformity to such limited warranty is caused, in whole or in part, by: (i) alteration, modification or correction other than by Skyward; (ii) software, hardware or interfacing not provided or specified in the applicable Statement of Work by Skyward; (iii) abuse, misuse or improper installation; or (iv) a change to Subscriber's computing environment that would affect the specific Deliverable. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

**6.2 Limitation of Liability.** The liability of Skyward to Subscriber for any claim whatsoever related to any Professional Services and/or Deliverable, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made by Subscriber to Skyward with respect to such Professional Service and/or Deliverable. IN NO EVENT WILL SKYWARD BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE A DELIVERABLE EVEN IF SKYWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## SaaS HOSTING SERVICES AGREEMENT - NEGOTIATED

This SaaS Hosting Services Agreement (this "Agreement") is made and entered into by and between Skyward, Inc., a Wisconsin corporation with offices at 2601 Skyward Drive, Stevens Point, WI 54482 ("Skyward"), Decatur School District 61, with offices at 101 W. Cerro Gordo Street, Decatur, IL 62523-0000 ("Subscriber"), and Integrated Systems Corporation, a Wisconsin corporation, with offices at 10325 N. Port Washington Road, Mequon, WI 53902 ("Host"). Skyward, Subscriber and Host may be collectively referred to herein as the "parties" or individually as a "party."

### RECITALS

A. Skyward has developed certain proprietary computer software, as updated and revised from time to time (the "Skyward Software"). The Skyward Software, together with any additional products provided by Skyward in association therewith, shall be collectively referred to as the "Skyward Products."

B. Skyward and Subscriber have entered into that certain Skyward Software as a Service Agreement (the "SaaS Agreement") whereby Skyward granted Subscriber the right to access and use certain Skyward Products more particularly described therein, subject to and conditioned upon Subscriber entering into this Agreement to provide for the terms and conditions of Subscriber's access and use of the Skyward Products through Skyward's authorized third party host.

C. Host is an application service provider who is in the business of providing services for server and application hosting, management, and operations and Skyward has granted Host a license to host the Skyward Products.

### TERMS AND CONDITIONS

#### 1.0 Hosting Services.

**1.1 Description of Hosting Services.** Host shall provide Subscriber with remote access to a digital information processing, transmission and storage system on one or more servers located at Host's facilities that will enable Subscriber to access the Skyward Products over the Internet. Subject to Subscriber's compliance with the SaaS Agreement and this Agreement, Host will support the Skyward Products through implementation of Skyward-provided or authorized modifications, patches, updates, upgrades and new releases or versions of the Skyward Products. Host will use commercially reasonable efforts to back up the information on its servers and to store the information in a reasonably secure environment and shall also use commercially reasonable efforts to provide redundant systems designed to decrease the risk or magnitude of a loss of data. The services to be provided by Host to Subscriber, as described in this Section 1.1, shall be collectively referred to as the "Hosting Services."

**1.2 Use of Hosting Services.** Subscriber may access and use the Hosting Services only to the extent of authorizations acquired by Subscriber from Skyward or Host. Subscriber is responsible for use of the Hosting Services by any party who accesses the Hosting Services with Subscriber's account credentials. Subscriber acknowledges and agrees that its use of the Hosted Services is subject to Subscriber's compliance with the terms and conditions of the SaaS Agreement, this Agreement, and any prohibited use policies of Host. Subscriber may not use the Hosting Services to providing hosting or timesharing services to any third party or to provide any third party with access to the Skyward Products.

**1.3 Obligations of Subscriber.** Subscriber is solely responsible for information, data, and content of Subscriber placed on Host's servers by Subscriber or Subscriber's Authorized Users (as defined in the SaaS Agreement). Unless caused by their negligence or willful misconduct, Skyward and Host shall not be liable to Subscriber for loss of its information, data, and content placed on Host's servers as a result of the Hosting Services, but Host shall, in the event of a loss, use its commercially reasonable efforts to attempt to recover or reconstruct any such information that has been lost. Subscriber warrants and represents that information, data, and content placed on Host's servers as a result of the Hosting Services: (a) is not offensive, defamatory, or obscene; (b) is not racially, ethnically or otherwise objectionable; (c) does not promote discrimination based on sex, race, religion, nationality, disability, sexual orientation or age; and (d) does not violate any other applicable law. Host reserves the right to delete any material installed or inputted on Host's server or to disconnect a server which contains material which Host believes in good faith breaches any of these warranties. A breach of any of the foregoing warranties by Subscriber shall constitute an event of default under the terms of this Agreement and may result in the termination of this Agreement pursuant to Section 6.0 below.

**2.0 Fees and Payment.** Subscriber shall pay the Subscription Fees (as defined in the SaaS Agreement) described in the Proposal (as defined in the SaaS Agreement), and other reoccurring fees and amounts due in association with the Hosting Services (collectively the "Fees"), during the term of this Agreement. Subscriber shall make payment of the Fees when due as provided in the Proposal or within thirty (30) from the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law. If any authority imposes a duty, tax, levy or fee (excluding those based on Host's net income) upon the Hosting Services, then Subscriber agrees to pay the amount specified.

#### 3.0 Reservation of Title.

**3.1 Host Property.** All computer systems, operating software, network equipment, and any hardware, software, documentation, information, business practices, or operating methods provided by Host as part of the Hosting Services shall

remain the property of Host. Host will retain title to all rights in all intellectual property provided by Host under the terms of this Agreement, including but not limited to, any know-how, customizations, practices, and other technologies related to the Hosting Services.

**3.2 Skyward Property.** Subscriber and Host each acknowledge and agree that the Skyward Products, including but not limited to, the specific design and structure of individual programs, input formats, object code and source code, algorithms, frameworks, all constitute trade secrets, confidential and proprietary information, and copyrighted material of Skyward. Subscriber and Host further acknowledge and agree that this Agreement does not affect any transfer of title in the Skyward Products and that the Skyward Products shall remain the sole and exclusive property of Skyward or Skyward's licensor.

#### 4.0 Subscriber Data.

**4.1 Confidentiality of All Data.** All personally identifiable information and data relating to Subscriber's students and/or employees used by Subscriber in conjunction with the Skyward Products shall at all times be treated as confidential by Host and will not be copied, used or disclosed by Host for any purpose. Host recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Host agrees to comply with said restrictions.

**4.2 Family Educational Rights and Privacy Act.** The parties expect and anticipate that Host may receive education records from Subscriber only as an incident of the Hosting Services. In the event Subscriber provides Personally Identifiable Information ("PII") (including but not limited to personally identifiable student information as defined by applicable state and federal law) to Host, they shall be deemed a "school official determined to have a legitimate educational interest" under 34 CFR 99.31(a)(1), as provided by Subscriber's policies and procedures. Host acknowledges that PII is the confidential information of Subscriber and shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. Host agrees to abide by the requirements of applicable federal and state law pertaining to the disclosure of PII, and agrees to take all reasonable measures to protect against the unauthorized disclosure of any PII. Except for use and disclosure to their employees and personnel to the extent necessary to fulfill its obligations under this Agreement, Host shall not use or further disclose PII. Upon the expiration or termination of this Agreement, Host agrees to promptly return to Subscriber any and all PII in Host's possession.

**4.3 Health Insurance Portability and Accountability Act.** The parties acknowledge that Host may receive data that constitutes personal health information, as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition to the terms and conditions contained herein, Host and Subscriber may enter into a HIPAA Business Associate Agreement providing for the protection of such personal health information as required by HIPAA.

**4.4 Indemnification.** Host shall, at its sole cost and expense, defend and hold harmless Subscriber and Skyward from and against any and all claims, actions, and liabilities brought by any third party against Subscriber or Skyward as a result of the release of PII or other confidential information of Subscriber or Skyward to the extent directly caused by the negligence or willful misconduct of Host or its employees. Provided however, to qualify for such defense, Subscriber and Skyward must give Host prompt written notice of such claim and allow Host to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise.

**4.5 Open Database Connection.** If requested by Subscriber and agreed to by Skyward, Skyward may utilize the Hosting Services to establish an open database connection ("ODBC") between Skyward's database and the database of Subscriber. In the event such an ODBC is established by Skyward, Subscriber will be permitted to insert its data into the Skyward database subject to the following terms and conditions: (a) Subscriber will be the sole and exclusive owner of all data inserted into the Skyward database, (b) Subscriber agrees to hold Skyward harmless from any liability relating to Subscriber's insertion of data into the Skyward database, including but not limited to the corruption of such database, (c) Subscriber shall compensate Skyward to repair any problems relating to the corruption of the Skyward database arising from or related to the insertion of the Subscriber's data, (d) Subscriber agrees to log all data inserts by date, time, database, table and field and to create a backup of the database prior to inserting any data, and (e) Subscriber shall not allow any third party vendors, suppliers, or other individuals or entities associated with Subscriber access to the ODBC without the prior written consent of Skyward and Skyward may, in its sole discretion, require that any such third party execute a confidentiality and nondisclosure agreement in the form and substance required by Skyward. The Subscriber further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Subscriber's failure to properly save or back up all data and information inputted by Subscriber through the ODBC.

#### 5.0 Security and Limited Warranty.

**5.1 Server Security.** Subscriber acknowledges that no security systems or procedures currently available are capable of providing complete protection from unauthorized individuals who may seek to gain access to Host's servers. Host shall use commercially reasonable efforts and processes to secure its servers from access by unauthorized individuals, test its servers for viruses at reasonable intervals and maintain back-up copies of all content. Accordingly, so long as Host uses the commercially reasonable efforts set forth above, Host shall not be liable for any damage to the Subscriber arising from unauthorized access or the introduction of a bug or virus, unless caused by the negligence or willful misconduct of Host. Notwithstanding anything in this Agreement to the contrary, Host shall not be liable for any damage caused by Subscriber or any employee or agent of Subscriber. Subscriber agrees that its use of the Hosting Services will be in compliance with applicable law and will not otherwise violate the terms of any applicable license. Subscriber acknowledges that Skyward is not responsible for the security of Host's servers and will not be responsible to maintain any back-up copies of the content on Host's servers. Notwithstanding anything in this Agreement to the contrary, Skyward and Host shall not be liable for any damages to Subscriber caused by unauthorized individuals who gain access to the Host's servers, unless caused by the negligence or willful misconduct of Skyward or Host. Subscriber assumes all risk related to the processing of transactions related to electronic commerce.



**5.2 Limited Warranty.** Host warrants that the Hosting Services will be available 99.5% of the time during Operational Hours (as defined herein), except for service interruptions for routine maintenance and backups. For the purposes of this Agreement, "Operational Hours" are 7 days per week, 24 hours per day and 365 days per year. Regular maintenance and service activities are scheduled outside of Normal User Hours (as defined herein). For the purposes of this Agreement, the "Normal User Hours" are Monday through Friday from 7 A.M. to 5 P.M. central standard time excluding the following ISCorp observed holidays: New Years' Day, Martin Luther King, Jr. Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event there is an interruption in the Hosting Services during Normal User Hours, Host will respond in 30 minutes or less of being notified of such an interruption in the Hosting Services. Host will use its best efforts to respond to any interruptions in the Hosting Services outside of Normal User Hours. Except as specifically set forth in this Agreement, Host makes no warranties of any kind with respect to the Hosting Services or products provided under this Agreement. Except as specifically set forth in this Agreement, Host **DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**5.3 Subscriber's Remedies.** In any instance involving performance or nonperformance of the Hosting Services or products provided hereunder, Subscriber's sole and exclusive remedy shall be: (a) in the case of Hosting Services, refund or credit, at Subscriber's election, of a pro rata portion of the price paid for such Hosting Services which were not provided, or (b) in the case of products, repair, replacement or return of the defective product to Host for refund, at the option of Host. A credit for an interruption in the Hosting Services during the Normal User Hours will be issued only for periods, calculated in 15 minute increments, in excess of the 99.5% scheduled available up-time within a calendar month. A credit for an interruption in the Hosting Services during the Operational Hours, but outside of the Normal User Hours, will be issued only for periods, calculated in one hour increments, in excess of the 99.5% scheduled available up-time within a calendar month. An interruption in the Hosting Services is deemed to have occurred only if the Hosting Services have stopped or been severely impacted that they are unusable by Customer as a result of failure of Host facilities, equipment, or personnel used to provide the Hosting Services, and only where the interruption in the Hosting Services is not the result of: (i) negligence or other conduct of Subscriber, its employees or agents, including a failure or malfunction resulting from applications or services provided by Subscriber; (ii) failure or malfunction of any equipment or services not provided by Host; (iii) circumstances beyond the control of Host; or (iv) interruption due to scheduled maintenance, alteration, or implementation, provided that such scheduled event is provided in writing and in advance to Subscriber. All claims for a credit must be submitted to Host in writing within 60 days of the date of such interruption in the Hosting Services.

**5.4 Limitation of Liability.** The liability of Skyward and Host to Subscriber for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Subscriber to Host with respect to the Hosting Services during the 365 days preceding the cause of action. **IN NO EVENT WILL SKYWARD OR HOST BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE HOSTING SERVICES EVEN IF SKYWARD OR HOST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Skyward and Host shall not be held liable for any claims or demands brought against Subscriber by any other party unless Subscriber has properly notified Skyward and Host as to such damages, claims, or demands, and Subscriber has taken action to minimize such damages, claims, or demands.

**6.0 Term and Termination.** The term of this Agreement shall run concurrent with the term of the SaaS Agreement. In the event the SaaS Agreement is terminated for any reason, this Agreement shall automatically terminate as of the date of such termination without further notice. In addition to the foregoing, any party may terminate this Agreement in the event another party fails to perform any material obligation under this Agreement and such failure continues for a period of thirty (30) days following receipt of written notice of such failure. In the event of the termination of this Agreement for any reason, all of Subscriber's rights and privileges under this Agreement, including but not limited to Subscriber's rights to access and use the Hosting Services shall be immediately terminated.

## **7.0 Interpretation and Construction.**

**7.1 Entire Agreement.** This Agreement shall be governed by the laws of the State of Illinois, without regard to any conflict of laws provisions or rules of construction concerning the draftsmanship hereof. This Agreement contains the entire understanding and full and complete agreement of the parties, and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof. This Agreement may be altered, amended or modified only in writing, signed by both of the parties hereto. Headings included in this Agreement are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of this Agreement, unless otherwise indicated.

**7.2 Assignment.** No party may, voluntarily or involuntarily, assign or otherwise transfer this Agreement without the prior written consent of the other parties. Any attempted assignment or delegation without prior written consent will be null and void. Notwithstanding the foregoing, the transfer of all or substantially all of Skyward or Host's capital stock or assets to a third party through a sale, merger or other transaction or proceeding shall not be deemed an assignment under the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, legal representatives and permitted assigns

**7.3 Severability.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect of the intent of the parties expressed herein.

**7.4 Waiver.** No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

**7.5 Force Majeure.** Except for the obligation to make payments, the parties will not be liable for any failure or delay in their performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, provided that the delayed part: (a) gives the other party prompt notice of such cause, and (b) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

**7.6 Notices.** Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (a) when personally delivered, (b) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, or (c) three business days after being mailed by certified mail, postage prepaid, addressed to the party receiving notice at the address listed in the opening paragraph of this Agreement, unless that party otherwise notifies the parties in accordance with this Section of a change of address.

**7.7 Survival.** Any provisions of this Agreement, including but not limited to Section 3.0, 5.4, this Section 7.7, which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties hereto.

**7.8 Counterparts and Signatures.** The undersigned warrant and represent that they have the legal authority to execute and deliver this Agreement on behalf of the parties hereto. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that original signatures of a party transmitted by facsimile or in portable document format (pdf) or electronic signatures affixed to this Agreement shall be as valid as an original signature of such party to this Agreement. If this document is executed by electronic signature, both parties agree that their electronic signature is legally binding and shall have the same validity and meaning as a hand written signature and neither party will contest the validity of their respective electronic signature, or claim that it is not legally binding.

The undersigned, being duly authorized representatives of the parties to this Agreement, do hereby agree to the terms and conditions of this Agreement.

SKYWARD, INC.

SUBSCRIBER:

DocuSigned by:  
*Raymond H. Ackerlund*  
By: \_\_\_\_\_  
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By: \_\_\_\_\_

Name: Raymond Ackerlund

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

Title: Chief Marketing Officer

Title: Treasurer

Date: April 9, 2018

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

HOST:

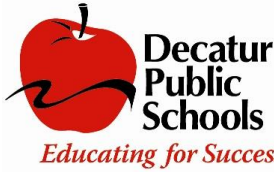
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*Jeff Zillner*  
By: \_\_\_\_\_  
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Name: Jeff Zillner

Title: VP of Operations

Date: April 9, 2018

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



**Board of Education  
Decatur Public School District #61**

<b>Date:</b> April 24, 2018	<b>Subject:</b> Job Description: Library Media Coordinator
<b>Initiated By:</b> Dr. Joshua Peters, Director of Curriculum and Instruction- Secondary and Charlotte Thompson, Director of Curriculum and Instruction- Elementary	<b>Attachments:</b> Job Description: Library Media Coordinator
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent and Deanne Hillman, Director of Human Resources	

**BACKGROUND INFORMATION:**

Human Resources staff and administrators are conducting an ongoing review of job descriptions for compliance with state and federal laws, district policies and agreements; and the alignment of the descriptions with the essential duties and expectations of the position.

**CURRENT CONSIDERATIONS:**

For each position, the job description was created to align the responsibilities and duties with the expectations of the position. The following job descriptions were reviewed and updated as indicated:

<b>Position Title</b>	<b>Changes/Updates</b>
Library Media Coordinator	Updated wording, formatting and "Report To" field.

**FINANCIAL CONSIDERATIONS:**

This is an existing position that is within budget.

**STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education approve the Job Description: Library Media Coordinator as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_

**TITLE:** Library Media Coordinator

**PURPOSE:** To provide leadership, electronic and traditional materials, technology resources, and library media services for the implementation of a school library media program that serves as an integral part of a student-centered educational process, offers professional development in library best practices, and facilitate quality library media services for all district staff and students.

**QUALIFICATIONS:**

- Five years of successful library teaching experience preferred
- Possesses Illinois State Teaching Certificate and Library Information Specialist Endorsement Required
- Master's Degree in Education, Library Science, or Information Media preferred
- Experience which demonstrates leadership and organizational skills
- Able to organize time, space, materials, and groups
- Able to recommend, implement and evaluate instructional strategies and materials in required curriculum area using both electronic and traditional materials and technology resources
- Possesses excellent communication and interpersonal skills
- Exhibits knowledge and characteristics of a future ready librarian
- Functions as a team member
- Able to propose, develop and implement staff development training

**REPORTS TO:** Directors of Curriculum & Instruction

**MAINTAINS LIAISON WITH:**

- Central Administration
- Building Administrators
- School staff
- Library Media staff
- Parents
- Students
- Community Agencies
- Professional Development Institute Personnel
- Appropriate agency contact personnel including state and regional library systems

**DUTIES AND RESPONSIBILITIES:**

(Following are essential fundamentals to include but not limited to the following job duties.)

- Provide support and direction for library media services.
- Facilitate alignment of district curriculum, instruction, professional development, information media, technology, and assessment practices within the library media program.
- Provide support and leadership in ongoing professional development focused on the goals of the library media program.

- Maintain library media coordinator responsibilities in designated areas as required.
- Provide leadership in "best practices" grounded in scientifically-based research in literacy and future ready libraries.
- Mentor and support the library media staff to insure continuation of programs and instruction. Support the library media needs of districts teachers, specialists, and coordinators.
- Select library media materials for the elementary libraries and support other certified library staff members in the selection of library media materials.
- Oversee the acquisition, processing, and circulation of library media materials as required.
- Work with teachers to coordinate electronic and traditional library materials, technology resources, and activities with the curriculum.
- Provide ongoing collection analysis and development through weeding for elementary libraries staffed by Library Media Assistants.
- Supports district Kids+Books=Success! free book distribution program, School District Library Grant, and other grants as applicable.
- Implement applicable grants to enhance the library media program.
- Manage and support the library circulation database system in affiliation with Illinois Heartland Library System.
- Oversee and implement district library media budget. Manage elementary library budgets. Oversee middle and high school library budgets.
- Prepare required reports for local, regional, state, and federal entities.
- Oversee processes, procedures, and staff associated with the District Learning Resource Center.
- Inspire the use and enjoyment of the library by students, staff, and teachers.
- Promote reading as a source of enjoyment for all students, staff, and teachers and make available traditional print, electronic print, and non-print materials which will encourage reading.
- Provide professional development for library media staff aligned with the goals of the library, including the library circulation database system, Illinois Heartland Library System, and current information media best practices.
- Work with the building principal in planning expenditures and organization of the library media facilities as needed.
- Advise school leadership and district staff in the advancement of literacy and library media technology for the needs of the district.
- Serve as the liaison with agencies outside of the district, including local agencies, consortium libraries, and vendors.
- Other duties as assigned.

### **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 #61 Board of Education.

At times this position may require more than the work day to perform the essential duties of the position, therefore, this position allows for flex time due to meetings and duties that may extend beyond the professional work day.

### **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 conditions herein 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 job functions.

While performing the duties of this job, the employee is regularly required to use repetitive hand motions, including prolonged use of a computer terminal. The employee is frequently required to sit, see, talk, and hear. The employee is occasionally required to stand and walk. The employee must frequently lift and/or move up to 20 pounds.

Specific vision abilities required by this job include close vision, depth perception, and ability to adjust focus with or without correction.

Hear in the normal audio range with or without correction.

While performing the duties of this job, the employee regularly is required to compare, analyze, communicate, coordinate, instruct, synthesize, evaluate, use interpersonal skills, compile, and negotiate. The employee frequently is required to compute. The employee occasionally is required to copy.

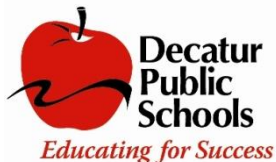
### **WORK ENVIRONMENT:**

The noise level in the work environment is usually moderate. The job is performed under minimal temperature variations and a generally hazard free environment.

The employee may be required to work at multiple agency locations as necessary.

*The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities, duties, and skills that may be required.*

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



## Board of Education Decatur Public School District #61

<b>Date:</b> April 24, 2018	<b>Subject:</b> Approval of Updates to School Board Policy 2:230 Public Participation at Board of Education Meetings and Petitions to the Board
<b>Initiated By:</b> Todd Covault, EdD, Chief Operational Officer	<b>Attachments:</b> School Board Policy 2:230 Public Participation at Board of Education Meetings and Petitions to the Board
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

**BACKGROUND INFORMATION:**

Administrative staff regularly reviews Board policies to make adjustments based on current practices, needed changes to practices, and updates to reflect changes associated with new laws. The policies are reviewed and the respective administrator is responsible for bringing recommendations to the Superintendent, the District Leadership Team, and the Board of Education.

**CURRENT CONSIDERATIONS:**

Policy 2:230 – *School Board – Public Participation at Board of Education Meetings and Petitions to the Board* was brought to the Board on April 10<sup>th</sup> for a first reading and is now being presented for approval. This policy was updated to limit public participation at Board meetings from five (5) minutes to three (3) minutes. No additional changes have been made to this policy since the first reading.

**FINANCIAL CONSIDERATIONS:**

N/A

**STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education approve *School Board Policy 2:230 Public Participation at Board of Education Meetings and Petitions to the Board* as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_

## School Board

### Public Participation at Board of Education Meetings and Petitions to the Board

At each regular and special open meeting, members of the public and District employees may comment to or ask questions of the School Board, subject to reasonable constraints.

The individuals appearing before the Board are expected to follow these guidelines:

1. Address the Board only at the appropriate time as indicated on the agenda and when recognized by the Board President.
2. Identify oneself and be brief. Ordinarily, comments shall be limited to three (3) minutes. In unusual circumstances, and when an individual has made a request in advance to speak for a longer period of time, the individual may be allowed to speak for more than 5 minutes.
3. Observe the Board President's decision to shorten public comment to conserve time and give the maximum number of individuals an opportunity to speak.
4. Observe the Board President's decision to determine procedural matters regarding public participation not otherwise covered in Board policy.
5. Conduct oneself with respect and civility toward others and otherwise abide by Board policy 8:30, *Visitors to and Conduct on School Property*.

Petitions or written correspondence to the Board shall be presented to the Board at the next regular Board packet.

LEGAL REF.: 5 ILCS 120/2.06.

CROSS REF.: 2:220, 8:10, 8:30

ADOPTED: June 10, 1997

REVISED: March 2008  
April 14, 2009  
August 26, 2014  
April 24, 2018





## Board of Education Decatur Public School District #61

<b>Date:</b> April 24, 2018	<b>Subject:</b> Personnel Action
<b>Initiated By:</b> Deanne Hillman, Director of Human Resources, and the Human Resources Department	<b>Attachments:</b> 4 Pages of Personnel Action
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

**BACKGROUND INFORMATION:**

Per Board Policy 5:30 Hiring Process and Criteria – The District hires the most qualified personnel consistent with budget and staffing requirements and in compliance with School board policy on equal employment opportunities and minority recruitment.

**CURRENT CONSIDERATIONS:**

All offers of employment are contingent upon the approval of the Board of Education. Accordingly, anyone who is offered and begins employment prior to the approval of the Board of Education understands that they will do so as a substitute. If the approval of the Board of Education is obtained, these substitutes will then be made whole retroactive to their first day of employment.

**FINANCIAL CONSIDERATIONS:**

These positions are in the budget.

**STAFF RECOMMENDATION:**

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

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_

**To: Board of Education**  
**Fr: Deanne Hillman**  
**Human Resources Director**  
**Date: April 19, 2018**  
**Board Date: April 24, 2018**  
**Re: Personnel Action**

**EMPLOYMENT RECOMMENDATIONS**

**TEACHERS:**

Name	Position	Effective Date
Elizabeth Alva	Middle School Counselor, Hope Academy <i>(Pending Licensure)</i>	August 13, 2018
Megan Miller	Speech and Language Pathologist, Durfee	August 13, 2018
Madeline Morthland	Social Emotional Development, Macon Piatt <i>(Pending Licensure)</i>	August 13, 2018
Annie Smith	Social Worker, Pershing	August 13, 2018
Kimberly Stolze	SEAP, Southeast(SEAP)	August 13, 2018

**SCHEDULE B:**

Name	Position	Effective Date
Christopher DeSanto	High School Head Girls Softball Coach, Eisenhower	April 4, 2018
Joseph Flanigan	Middle School Athletic Director, Thomas Jefferson	July 1, 2018
Michelle Mitchell	Elementary Track & Field Coach, Muffley	March 26, 2018
Josh Rushbrook	Elementary Track & Field Coach, Harris	April 10, 2018

**TEMPORARY ASSIGNMENT OF RETIRED TEACHERS (not to constitute continuous contractual employment) Employment to be effective from start date indicated through May 24, 2018**

**TEACHER:**

Name	Position	Effective Date
Judith Ankrom	.4 FTE Speech and Language Pathologist, Durfee	April 12, 2018
Patricia Watson	.6 FTE Speech and Language Pathologist, Durfee	April 11, 2018

**TRANSFERS****TEACHING ASSISTANT:**

Name	Position	Effective Date
Sheila Hawkins	From Essential Skills Teaching Assistant, Thomas Jefferson, 6.25 hours per day to Special Ed Individual Teaching Assistant, SEAP, 6.25 hours per day	April 16, 2018

**RESIGNATIONS****TEACHERS:**

Name	Position	Effective Date
Christopher Allen	Physical Education, South Shores	May 24, 2018
Tabetha Frick	Cross Categorical, MacArthur	May 24, 2018
Alyx Kennedy	Middle School Media Specialist, Garfield	End of the 2017-2018 School Year
Katelin Klimczak	Guidance Counselor, Eisenhower	End of the 2017-2018 School Year
Kelly Mahoney	ELA/ESL Curriculum Coordinator, PDI	End of the 2017-2018 School Year
Karen Mercer	Grade 1, Oak Grove	End of the 2017-2018 School Year
Emily Walker	Cross Categorical, Thomas Jefferson	May 24, 2018

**TEACHING ASSISTANT:**

Name	Position	Effective Date
Leslie Dingman	Essential Skills Teaching Assistant, Harris	April 17, 2018
Mary Scott	Cross Categorical Teaching Assistant, Maroa/Forsyth	End of the 2017-2018 School Year

**OUTREACH:**

Name	Position	Effective Date
Erik Fostino	TAOEP Caseworker, Student Services	May 24, 2018

**SCHEDULE B:**

Name	Position	Effective Date
Sean Flaherty	High Head Girls Basketball Coach, Eisenhower	March 13, 2018
Sierra Muma	Cheerleading Coach, Thomas Jefferson	April 17, 2018
Doug Sprague	Elementary Boys Basketball Coach, Garfield	April 11, 2018
Benjamin Steele	Elementary Girls Basketball Coach, Garfield	February 12, 2018
Christian Williams-Green	Elementary Girls Basketball Coach, Hope Academy	April 12, 2018

**RETIREMENT**

**ADMINISTRATIVE SUPPORT:**

Name	Position	Effective Date
Kenneth Christy	Custodial Foreman, Buildings & Grounds	June 30, 2018

**COMPENSATION RECOMMENDATIONS:**

- The following staff member should be compensated **\$150.00** for participating in Autism Eval Training Part 1 & 3 on March 9 & 19, 2018 at Richland NCES Building:  
Colleen Beavers
- The following staff members should be compensated for participating in New Teacher Daily 5 on April 14, 2018 at Harris:

Molly Miller	\$100.00	Autumn Lourash	\$50.00
Holly Davis-Kitson	\$50.00	Ashley Falk	\$50.00
Carie Hughes	\$50.00	Stacey Long	\$50.00
Ashton Doty	\$50.00		
- The following staff members should be compensated for participating in New Teacher Daily 5 Cafe on November 18, 2017 at Harris:

Holly Davis-Kitson	\$50.00	Stacey Long	\$50.00
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Molly Miller	\$100.00	Autumn Lourash	\$50.00
Carie Hughes	\$50.00	Ashley Falk	\$50.00

- The following staff members should be compensated for participating in New Teacher Daily 5 Cafe Boot Training on January 2, 2018 at Harris:

Molly Miller	\$100.00	Autumn Lourash	\$50.00
Carol Dance	\$50.00	Cara Shingleton	\$50.00
Tracy Sexton-Long	\$50.00	Holly Davis-Kitson	\$50.00

- The following staff members should be compensated for participating in New Teacher Daily 5 Cafe on January 27, 2018 at Harris:

Molly Miller	\$100.00	Stacey Long	\$50.00
Carol Dance	\$50.00	Carie Hughes	\$50.00
Ashley Falk	\$50.00	Holly Davis-Kitson	\$50.00

- The following staff member should be compensated **\$2,500.00** for the X-Step for his years of service to Decatur Public Schools:  
Lewis Hackett

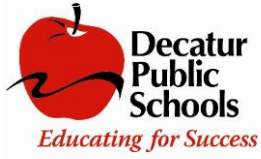
- The following staff member should be compensated **\$2,000.00** for the X-Step for her years of service to Decatur Public Schools:  
Regina Maddox-Peoples

- The following staff member should be compensated **\$1,500.00** for the X-Step for her years of service to Decatur Public Schools:  
Becky Collins

- The following staff member should be compensated **\$3,500.00** for the X-Step for her years of service to Decatur Public Schools:  
Janet Vercellino

- The following staff member should be compensated **\$1,500.00** for the X-Step for her years of service to Decatur Public Schools:  
Dena Bruce

- The following staff member should be compensated **\$3,000.00** for the X-Step for his years of service to Decatur Public Schools:  
Kenneth Christy



**Board of Education  
Decatur Public School District #61**

<b>Date:</b> April 24, 2018	<b>Subject:</b> Extension of MPSED Director's Multi-Year Contract
<b>Initiated By:</b> Deanne Hillman, Director of Human Resources	<b>Attachment:</b> Signed Director's Contract
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

**BACKGROUND INFORMATION:**

On April 19, 2018, the Executive Board of Macon-Piatt Special Education District approved a new three-year contract with Director of Macon-Piatt Special Education Kathleen Horath to replace the current multi-year contract scheduled to end June 30, 2019. This new agreement commences July 1, 2018 and goes through June 30, 2021.

**CURRENT CONSIDERATIONS:**

The decision was made by the executive board to authorize the administrative agent to ratify the agreement.

**FINANCIAL CONSIDERATIONS:**

The Board shall set the Director's salary. For the 2018-19, 2019-20, and 2020-21 years the amount of the Director's salary shall be not less than the salary determined by the administrative district for the Director of Special Education annually.

**STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education approve and ratify the extension of the Macon Piatt Special Education Director's Multi-Year Contract as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_

**DIRECTOR'S CONTRACT**  
**Fiscal Year 2018-19, 2019-20, and 2020-21**

This Contract made and entered into this 24th day of April, 2018 by and between Macon Piatt Board of Directors (hereinafter "the Board"), by and through the Board of Education of Decatur School District No. 61, Decatur, Illinois (hereinafter "Administrative District") and Kathleen Horath, (hereinafter "the Director"), as approved at the meeting of the Board held on April 19, 2018 as found in the minutes of that meeting and as ratified by Administrative District at the meeting of its Board of Education held on April 24, 2018 as found in the minutes of that meeting.

**IT IS AGREED:**

**1. Employment.** The Director is hereby hired and retained from July 1, 2018 to June 30, 2021, as Director of the Macon-Piatt Special Education District.

**2. Duties.** The duties and responsibilities of the Director shall be all those duties incident to the office of the Director as set forth in the job description, a copy of which is attached as Exhibit A; those obligations imposed by the law of the State of Illinois upon a Director of the Macon-Piatt Special Education District; and to perform such other duties normally performed by a Director as from time to time may be assigned to the Director by the Superintendent of Schools or the Board. The work day, work year, contract year, holidays and holiday pay for the Director shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (December 13, 2016).

**3. Salary.** The Board shall set the Director's salary. For the 2018-19, 2019-20, and 2020-21 years the amount of the Director's salary shall be not less than the salary determined by the administrative district for the Director of Special Education annually.

The Director 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 Director for the Macon-Piatt Special Education 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 certified members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of an approved written amendment and shall become 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, nor that the termination date of this Contract has been in any way extended unless so stated in the Board motion. Director shall waive any tenure earned in the employ of either Macon-Piatt or Administrative District during the life of this multi-year contract as provided in 105 ILCS 5/10-23.8a and/or 105 ILCS 5/20-22.31(c).

**4. Pension.** In addition to the salary of the Director as set forth hereinabove in paragraph 3, the Board shall pay 9.8901% of the salary set forth in paragraph 3 (or 9.0% 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 Director 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 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 to the Teacher Health Insurance Security Fund.

6. **Evaluation.** Annually, but no later than March 1<sup>st</sup> of each year, the Chairperson of the Board shall review with the Director progress toward established goals (which are attached hereto) and working relationships among the individual member district superintendents, central office, principals, faculty, staff and communities as well as the Macon-Piatt Assistant Director, and Special Education Administrators. A summary of the evaluation will be provided to the Director in writing within 30 days following the evaluation pursuant to the governing district's evaluation plan for administrators.

7. **License.** The Director shall furnish to the Board during the term of this Contract, a valid and appropriate license to act as Director in accordance with the laws of the State of Illinois and as directed by the Board.

8. **Academic Improvement and Student Performance Goals.** This contract is a performance based contract linked to student performance, academic improvement, and other district performance based goals which are attached hereto as Exhibit A.

9. **Other Work.** The Director 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 her duties as Director. The Director shall have the responsibility to inform the Macon-Piatt Board of such outside activity in a timely fashion.

10. **Discharge for Good Cause.** Throughout the term of this Contract, the Director 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 shall have the right to service of written charges, notice of hearing and a closed session hearing before the Board. If the Director chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Director. Failure to comply with the terms and conditions of this Contract after notification and a reasonable opportunity to correct, where appropriate, shall also be sufficient cause for purposes of discharge as provided in this Contract. This employment contract may be terminated by:

- a. Mutual agreement;
- b. Permanent disability;
- c. Discharge for cause;
- d. Death; or
- e. The Board finding that irreconcilable differences developed between it and the Director;
- f. Unilateral termination by the Director.

11. **Termination by Contract.** During the term of this Contract, the Board and Director may mutually agree, in writing, to terminate this Contract. The Director may unilaterally elect to terminate this Contract at any time upon ninety (90) days' written notice to the Board. In the event the Board determines to initiate negotiations with the Director with respect to a discharge for irreconcilable differences between it and the Director and for termination of this Contract, the Director agrees to negotiate with the Board and settle any and all claims and demands which may arise from or be connected with such discharge. If no settlement can be mutually agreed upon after a reasonable period of negotiations, the Director hereby agrees to accept as liquidated



damages a monetary amount not to exceed the compensation and monetary equivalent of said benefits herein due and owing under the remaining term of this Contract in full release of any and all claims, rights, causes of action, proceedings or privileges she might have pursuant to this Contract or any federal or state constitutional, statutory or administrative provision, with the exception of any workers compensation claim she might have and tenure rights under the School Code attained prior to the commencement of this Contract. Notwithstanding the provisions of this subparagraph, nothing herein shall preclude the Board of Education from terminating this Contract pursuant to paragraph 9 a. b. c. d. or f. without payment of the liquidated damages.

**12. Reappointment.** Prior to March 1, 2021, the Board shall take action to extend or not extend the terms of this Contract and shall notify the Director in writing of such action. It shall be the Director's responsibility to notify the Board in writing of this contractual obligation on or before February 1, 2021. The failure to notify the Board of this obligation in writing shall be deemed material breach of contract. Otherwise, failure of the Board to notify the Director in writing of her termination prior to March 1, 2021 shall extend this Contract for one (1) additional year.

**13. Contract Extension.** At the end of any year of this Contract, the Board and Director may mutually agree to extend the employment of the Director for a multi-year period of up to five (5) years provided the goals provided for herein have been met. 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 February 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 in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.

**14. Referrals to Director.** The Board collectively and individually and the Superintendents shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Director for study and recommendation.

**15. Professional Activities.** The Director 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.

**16. Reimbursement for Use of Personal Car.** The Board shall pay the Internal Revenue Service rate to the Director for vouchered reimbursable mileage expenses incurred by the Director 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.

**17. Membership Dues.** The Board shall pay the cost of Director's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (December 13, 2016).

**18. Medical Insurance.** Director shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (December 13, 2016).

**19. Life Insurance.** Director shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (December 13, 2016).

**20. Vacation.** Director shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (December 13, 2016).

**21. Sick Leave and Personal Leave.** Director shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (December 13, 2016).

**22. Disability.** Should the Director be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Director'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'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 shall provide medical evidence of illness to the Board President upon request.

**23. 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.

**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 Administrative District  
President, Board of Education  
Decatur School District No. 61  
Keil Administrative Center  
101 W. Cerro Gordo Street  
Decatur, Illinois 62523

To the Director:  
Kathleen Horath  
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. 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 and/or 105 ILCS 5/10-22.31(c).

**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.

Kathleen R Horath  
Director

**Macon-Piatt Board of Directors**

By: Vicki Zimmerman  
Board Chairperson

**ATTEST:**

Vicki A. Voth  
Secretary

**Board of Education  
Decatur Public  
School District No.61**

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

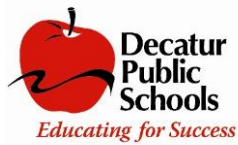
**ATTEST:**

\_\_\_\_\_  
Secretary

## EXHIBIT A

### Performance Goals:

1. Growth Area: Least Restrictive Environment (Indicator 5A)
  - a. Increase the number of students educated in the least restrictive environment to current Illinois Targets in all Districts (currently 58%)
2. Growth Area: Academic Growth in Reading and Math
  - a. Increase the number of students making appropriately rigorous progress as shown by increased rigor on annual goals and objectives
3. Growth Area: Fiscal Management
  - a. Continue sound fiscal and management practices
4. Growth Area: Management
  - a. Continue to explore alternative means to deliver special education services to the member Districts based on the needs of the individual Districts while keeping the integrity of the Cooperative intact.



## Board of Education Decatur Public School District #61

<b>Date:</b> April 24, 2018	<b>Subject:</b> K-5 Writing Curriculum Adoption
<b>Initiated By:</b> Charlotte Thompson, Director of Curriculum and Instruction- Elementary	<b>Attachments:</b> Implementation Quote K-5
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### **BACKGROUND INFORMATION:**

Twenty K-5 teachers participated in the Writing pilot for the 2017-2018 school year. We began this journey with three programs under consideration: Zaner Blosser Writing, 6 Traits Writing, and Write Steps. Our goal was to truly evaluate which writing program would not only serve our students best, but provide teachers and staff members with guidance teaching writing that they have been craving. \$200,000 of the general budget was allocated to this purchase.

We asked staff to share what characteristics are most important in a writing program. The following bullets share the top two responses:

1. Supports the balanced literacy framework by connecting reading and writing instruction (74.6%)
2. Teacher and student friendly materials and rubrics (71%)

### **CURRENT CONSIDERATIONS:**

After careful consideration, the K-5 Writing Committee recommends the purchase and implementation of **Scholastic 6 Traits Writing K-5 program**. This program will help Decatur Public School students and teachers meet the high expectations of the Common Core State Standards in Writing.

### **FINANCIAL CONSIDERATIONS:**

- Regular Classroom- \$169,377.86
- Special Education- \$9,957.45
- Teaching Guides- \$11,812.50
- SEAP & Phoenix Materials- \$8,506.58

**Total Program Cost with Shipping: \$199,654.39**

### **STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education adopt (approve) the Scholastic 6 Traits Writing Program as Decatur Public School District 61 official K-5 Writing Curriculum in the total amount of \$199,654.39 as presented.

### **RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_



# K-5 Writing Program Recommendation

— April 24, 2018 —

*Charlotte Thompson*  
*Director of Curriculum & Instruction- Elementary*  
*Kelly Mahoney*  
*ELA and ELL Coordinator*

# Meet the Pilot Team

- Lorraine Major South Shores - K
- Sheree Park Stevenson - K
- Cassie Mann Dennis - 1st
- Karen Mercer Oak Grove - 1st
- Hollie Peckert Johns Hill - 1st
- Karen McCoskey Muffley - 2nd
- Sonya Long Durfee - 2nd
- Lyndsay Lemanczyk Hope - 3rd
- Ashley Minton Baum - 4th
- Cathy Jones French - 4th
- Barb Scarlett Garfield - 4th/5th
- Kristina Sommer Parsons - 5th
- Katie Dilbeck French - 1st
- Julie Ryan Dennis - 2nd
- Jordan Rahar Garfield - 3rd
- Kristin Portis Franklin - 3rd
- Stephen Wood South Shores - 4th
- Abby Emroski Hope - 5th
- Billie Hall Johns Hill - 5th
- Tessa Meinders Stevenson - 5th

\*2 teachers dropped from the pilot mid-year\*

# Responsibilities of Pilot Teachers

- Carefully examine top-rated writing curriculum materials
- Evaluate the writing materials in alignment with the district evaluation criteria
- Administer pilot pre and post assessments with validity
- Respect each other's opinions and maintain a level of collegiality at all times
- Inform building colleagues and building leadership team members as to the progress of the pilot process
- Assist in selecting the best curriculum materials that meets the needs of our students
- Provide instruction in writing with validity to the materials being piloted
- Agree to classroom visits by pilot consultant and ELA Coordinator (for support purposes only-non evaluative)
- Attend all Writing Pilot Committee meetings as scheduled



# Timeline

Oct.

Nov.

Dec.

Feb.

Mar.

April

Initial pilot training  
Pre-Assessment #1

1st Check in  
Meeting

2nd Check in  
Meeting/  
Coaching Day

Post-Assessment  
#1 given

3rd Check in  
Meeting  
Pre-Assessment  
#2

Post-Assessment #2  
Vendor Fair  
Teacher Input  
Survey

Board Adoption  
Writing Program  
Selection  
Notification

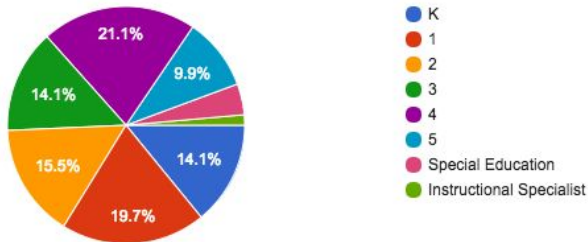
# Survey Says...

71 Respondents; 11 pilot teacher responses in vote

Vote represents approximately  $\frac{1}{3}$  of the grade level depending on the grade.

## What grade do you teach?

71 responses

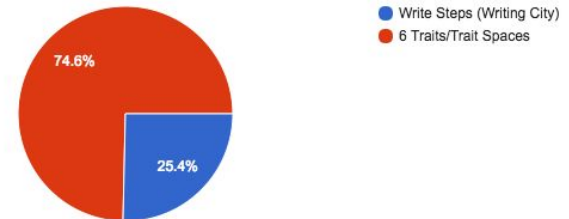


What characteristics are most important to you in a writing program?

1. Supports the balanced literacy framework by connecting reading and writing instruction (74.6%)
2. Teacher and student friendly materials and rubrics (71%)
3. Grammar, usage, and mechanics instruction (69%)

## Which curriculum resource do you believe is best for a district-wide adoption?

71 responses



# Strengths and Weaknesses

## Strengths

- Research based
- Daily lesson plans
- Mentor Texts (Read Alouds)
  - Some trade books can be found on Epic/Storia
- Teacher's Guide- Everything you need to teach is right there.
- Instruction of the traits spirals throughout the units
- Student Friendly Rubrics

## Weaknesses

- Daily lessons require a great amount of time.
- Student Handbook is a consumable.



We Recommend purchasing 6 Traits Curriculum  
Materials for Writing

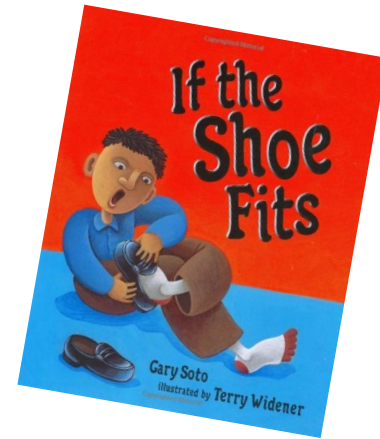
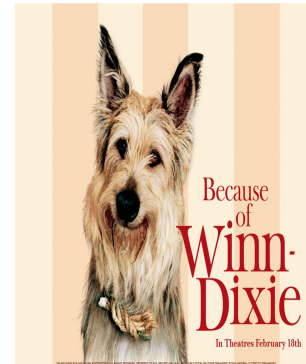
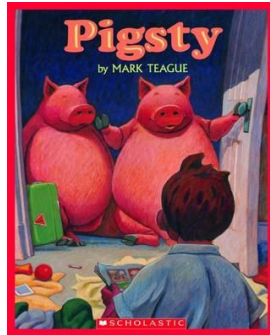
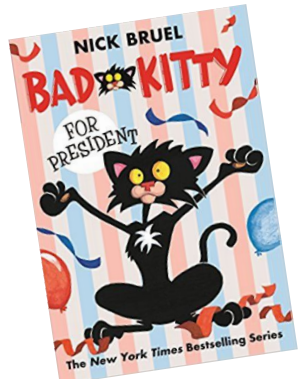
-Writing Pilot Team

# Training Plan

Initial Training in Summer

2 half day early release PLC's with K-5 staff; ½ day Admin. training

Participation in conference style self-selected choice in October and April PLC 2019





Thank You!

— Any Questions? —

# 2017-18 Quote

**BILL TO:**

Decatur Public Schools  
 101 W. Cerro Gordo  
 Decatur, IL 62523

**SHIP TO:**

Professional Development Institute  
 601 N. Church Street  
 Decatur, IL 62522

**PO#** [REDACTED]

**DATE** 9/12/2017

Paperback prices are subject to change. All other prices are guaranteed until August 31, 2018

Most deliveries in the US may be expected in approximately 2 weeks after we receive your order. If an order needs to be expedited there is a 14% S&H charge for all products.	SUMMARY	
DESCRIPTION		AMOUNT
REGULAR CLASSROOM	1	\$ 169,377.86
SPECIAL EDUCATION	1	\$ 9,957.45
TEACHING GUIDES	1	\$ 11,812.50
SEAP AND PHOENIX	1	\$ 8,506.58
<b>5% S&amp;H Approved by Dave Hartman</b>		

**CONTACT INFORMATION:**

Kathy Nief  
 (C)708-217-1190  
 (F)331-777-5697  
[knief@scholastic.com](mailto:knief@scholastic.com)

PLEASE NOTE: Availability of products are subject to change without notice.

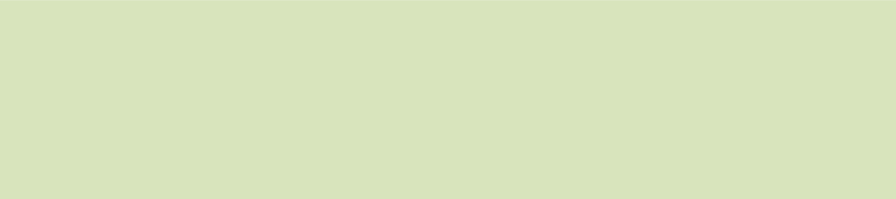
\* State law requires that sales tax be added to your order unless we have a "sales tax exemption certificate" on file. If tax has been added to your order and you are exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to Scholastic Inc., 2931 E. McCarty Street,

<b>Subtotal</b>	<b>\$ 199,654.39</b>
<b>*Tax ___%</b>	
<b>* Total</b>	<b>\$ 199,654.39</b>

***THANK YOU FOR YOUR BUSINESS!***

**2017-18 Quote**

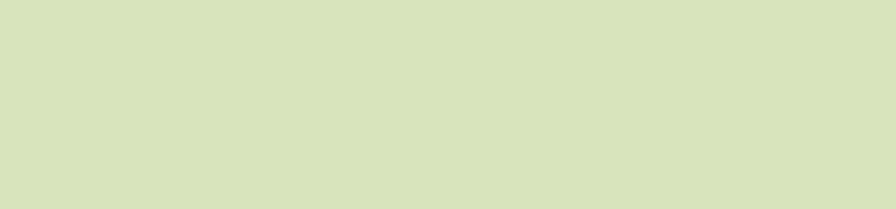
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P.O. Box 7502  
 Jefferson City, MO 65102  
 FAX: 800-560-6815  
 email: [educationorders@scholastic.com](mailto:educationorders@scholastic.com)

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**PO#** [Redacted]  
**DATE** 9/12/2017

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		Jefferson City, MO	Net 30		
DESCRIPTION	ITEM #	QTY	LIST PRICE	YOUR PRICE	AMOUNT
<b>S&amp;H Applies:</b>					
TRAITS WRITING GRADE K - COMMON CORE STATE STANDARDS (Without Handbooks)	ASK-2017-0281	39	\$995.00	\$671.25	\$ 26,178.75
TRAITS WRITING GRADE 1 - COMMON CORE STATE STANDARDS (Without Handbooks)	ASK-2017-0282	45	\$995.00	\$671.25	\$ 30,206.25
TRAITS WRITING GRADE 2 - COMMON CORE STATE STANDARDS (Without Handbooks)	ASK-2017-0283	41	\$995.00	\$671.25	\$ 27,521.25
TRAITS WRITING GRADE 3 - COMMON CORE STATE STANDARDS (Without Handbooks & Folders)	ASK-2017-0284	42	\$1,059.00	\$679.00	\$ 28,518.00
TRAITS WRITING GRADE 4 - COMMON CORE STATE STANDARDS (Without Handbooks & Folders)	ASK-2017-0285	37	\$1,059.00	\$679.00	\$ 25,123.00
TRAITS WRITING GRADE 5 - COMMON CORE STATE STANDARDS (Without Handbooks & Folders)	ASK-2017-0286	35	\$1,059.00	\$679.00	\$ 23,765.00
<b>5% S&amp;H Approved by Dave Hartman</b>					

<b>CONTACT INFORMATION:</b>		PLEASE NOTE: Availability of products are subject to change without notice.
Kathy Nief (C)708-217-1190 (F)331-777-5697 <a href="mailto:knief@scholastic.com">knief@scholastic.com</a>		

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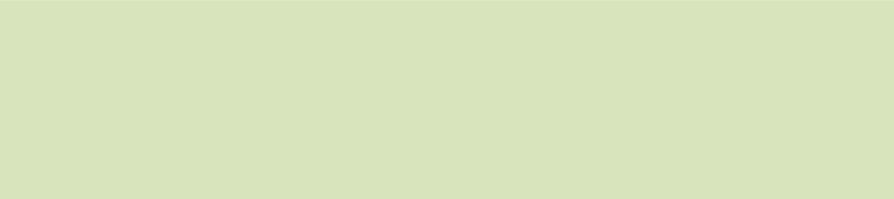
<b>Subtotal</b>	\$	<b>161,312.25</b>
<b>5% S&amp;H</b>	\$	<b>8,065.61</b>
<b>*Tax ___%</b>		
<b>* Total</b>	\$	<b>169,377.86</b>

**THANK YOU FOR YOUR BUSINESS!**



**2017-18 Quote**

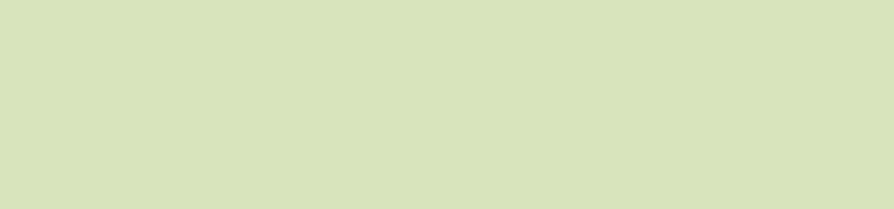
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 Jefferson City, MO 65102  
 FAX: 800-560-6815  
 email: [educationorders@scholastic.com](mailto:educationorders@scholastic.com)

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**DATE** 9/12/2017

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		Jefferson City, MO	Net 30		
<b>DESCRIPTION</b>	<b>ITEM #</b>	<b>QTY</b>	<b>LIST PRICE</b>	<b>YOUR PRICE</b>	<b>AMOUNT</b>
<b>Free S&amp;H:</b>					
Mentor Text Grade K	ASK-2017-0275	15		\$127.36	\$ 1,910.40
Mentor Text Grade 1	ASK-2017-0276	15		\$128.98	\$ 1,934.70
Mentor Text Grade 2	ASK-2017-0277	15		\$125.22	\$ 1,878.30
Mentor Text Grade 3	ASK-2017-0278	15		\$81.85	\$ 1,227.75
Mentor Text Grade 4	ASK-2017-0279	15		\$102.05	\$ 1,530.75
Mentor Text Grade 5	ASK-2017-0280	15		\$98.37	\$ 1,475.55

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[knief@scholastic.com](mailto:knief@scholastic.com)

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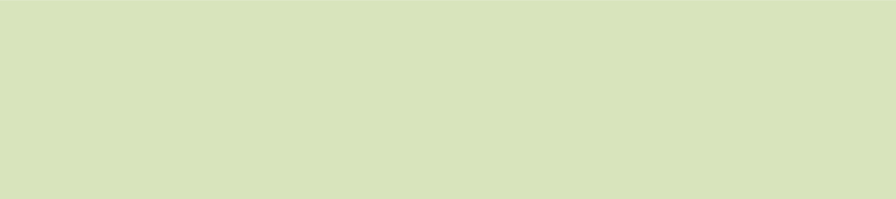
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**THANK YOU FOR YOUR BUSINESS!**

<b>Subtotal</b>	<b>\$ 9,957.45</b>
<b>9% S&amp;H</b>	<b>FREE</b>
<b>*Tax ___%</b>	
<b>* Total</b>	<b>\$ 9,957.45</b>

**2017-18 Quote**

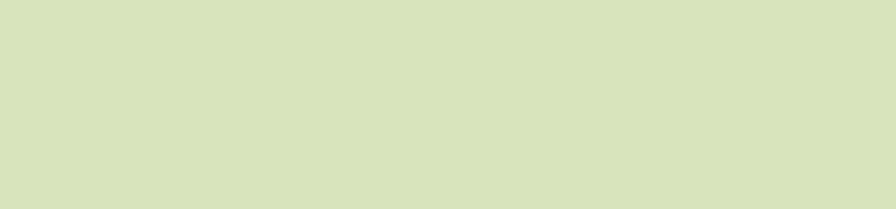
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 FAX: 800-560-6815  
 email: [educationorders@scholastic.com](mailto:educationorders@scholastic.com)

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		Jefferson City, MO	Net 30		
<b>DESCRIPTION</b>	<b>ITEM #</b>	<b>QTY</b>	<b>LIST PRICE</b>	<b>YOUR PRICE</b>	<b>AMOUNT</b>
<b>S&amp;H Applies:</b>					
Traits Writing Gr K Teaching Guide	535817	15		\$125.00	\$ 1,875.00
Traits Writing Gr 1 Teaching Guide	535818	15		\$125.00	\$ 1,875.00
Traits Writing Gr 2 Teaching Guide	535819	15		\$125.00	\$ 1,875.00
Traits Writing Gr 3 Teaching Guide	535820	15		\$125.00	\$ 1,875.00
Traits Writing Gr 4 Teaching Guide	535821	15		\$125.00	\$ 1,875.00
Traits Writing Gr 5 Teaching Guide	535822	15		\$125.00	\$ 1,875.00
only available if complete kits are ordered					
<b>5% S&amp;H Approved by Dave Hartman</b>					

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Kathy Nief  
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 (F)331-777-5697  
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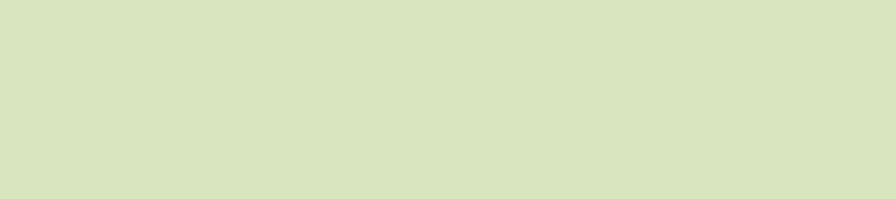
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<b>Subtotal</b>	<b>\$ 11,250.00</b>
<b>5% S&amp;H</b>	<b>\$ 562.50</b>
<b>*Tax ___%</b>	
<b>* Total</b>	<b>\$ 11,812.50</b>

**THANK YOU FOR YOUR BUSINESS!**

**2017-18 Quote**

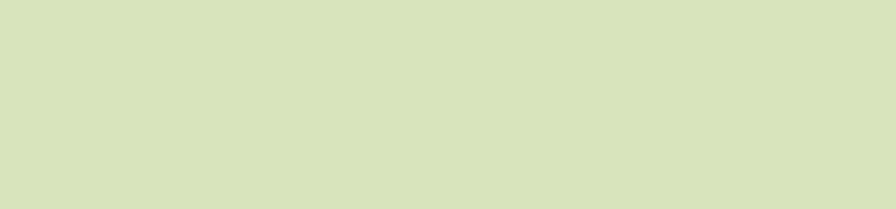
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		Jefferson City, MO	Net 30		
DESCRIPTION	ITEM #	QTY	LIST PRICE	YOUR PRICE	AMOUNT
<b>S&amp;H Applies:</b>					
TRAITS WRITING GRADE K - COMMON CORE STATE STANDARDS (Without Handbooks)	ASK-2017-0281	2	\$995.00	\$671.25	\$ 1,342.50
TRAITS WRITING GRADE 1 - COMMON CORE STATE STANDARDS (Without Handbooks)	ASK-2017-0282	2	\$995.00	\$671.25	\$ 1,342.50
TRAITS WRITING GRADE 2 - COMMON CORE STATE STANDARDS (Without Handbooks)	ASK-2017-0283	2	\$995.00	\$671.25	\$ 1,342.50
TRAITS WRITING GRADE 3 - COMMON CORE STATE STANDARDS (Without Handbooks & Folders)	ASK-2017-0284	2	\$1,059.00	\$679.00	\$ 1,358.00
TRAITS WRITING GRADE 4 - COMMON CORE STATE STANDARDS (Without Handbooks & Folders)	ASK-2017-0285	2	\$1,059.00	\$679.00	\$ 1,358.00
TRAITS WRITING GRADE 5 - COMMON CORE STATE STANDARDS (Without Handbooks & Folders)	ASK-2017-0286	2	\$1,059.00	\$679.00	\$ 1,358.00
<b>5% S&amp;H Approved by Dave Hartman</b>					

**CONTACT INFORMATION:**

Kathy Nief  
 (C)708-217-1190  
 (F)331-777-5697  
[knief@scholastic.com](mailto:knief@scholastic.com)

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<b>Subtotal</b>	<b>\$ 8,101.50</b>
<b>5% S&amp;H</b>	<b>\$ 405.08</b>
<b>*Tax ___%</b>	
<b>* Total</b>	<b>\$ 8,506.58</b>

**THANK YOU FOR YOUR BUSINESS!**

## Board of Education Decatur Public School District #61

<b>Date:</b> April 24, 2018	<b>Subject:</b> K-8 Math Curriculum Adoption
<b>Initiated By:</b> Charlotte Thompson, Director of Curriculum and Instruction- Elementary and Dr. Joshua Peters, Director of Curriculum and Instruction- Secondary	<b>Attachments:</b> Implementation Quote K-5 and Implementation Quote 6-8
<b>Reviewed By:</b> Dr. Paul Fregeau, Superintendent	

### **BACKGROUND INFORMATION:**

Twenty-nine K-5 teachers and twenty-two Grades 6-8 teachers participated in the Math pilot. We began this journey with several math programs as part of the pilot: My Math K-5, Glencoe Math 6-8, K-5 Everyday Math 4, Envision, 2.0 K-8, Go Math! K-8, and Big Ideas Math 6-8. Our goal was to truly evaluate which math program would not only serve our students best, but provide teachers and staff members with guidance teaching mathematics that they have been craving. \$400,000 of the general budget was allocated to this purchase.

We asked staff to share what characteristics are most important in a mathematics program. The following bullets share the top two responses which ironically matched K-8 (both of which the recommended program offer):

- Differentiated Instruction (65.7%- K-5 Grades; 83.3% 6-8 Grade)
- Conceptual understanding with procedural fluency (56.9% K-5 Grades; 66.7% 6-8 Grade)

### **CURRENT CONSIDERATIONS:**

After careful consideration, the K-8 Mathematics Committee recommends the purchase and implementation of **Houghton Mifflin Harcourt Go Math! K-8 program**. This program will help Decatur Public School students and teachers meet the high expectations of the Common Core State Standards in Mathematics. It will further give continuity of math programming from Kindergarten through 8th grade.

### **FINANCIAL CONSIDERATIONS:**

- Kindergarten- \$59,872.32
- 1<sup>st</sup> Grade- \$60,480.00
- 2<sup>nd</sup> Grade- \$61,618.08
- 3<sup>rd</sup> Grade- \$57,259.20
- 4<sup>th</sup> Grade- \$56,442.96
- 5<sup>th</sup> Grade- \$56,121.12
- Manipulatives- \$8,988.75 (we split the cost)
- Professional Development- \$39,200.00

**Total Program Cost K-5 (with Shipping)- \$399,982.43**

**Part X. Cost for Grades 6-8:**

- 6th Grade: \$65,211.60
- 7th Grade: \$43,619.55
- 7th Grade Accelerated: \$18,884.90
- 8th Grade: \$43,619.55
- Professional Development- \$15,900.00
- Technical Services- \$2,950.00

**Total Program Cost 6-8 (with Shipping)- \$190,185.60**

**STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education adopt (approve) the Houghton Mifflin Harcourt Go Math Program as Decatur Public School District 61 official K-8 Mathematics Curriculum in the total amount of \$590,168.03 (\$399, 982.43 for K-5 and \$190,185.60 for 6-8) as presented.

**RECOMMENDED ACTION:**

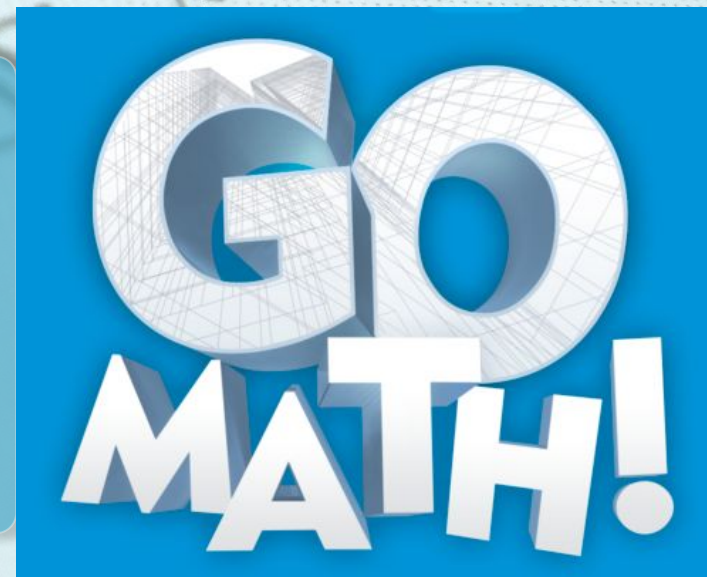
- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_

# Mathematics Adoption K-8

-April 24, 2018-

*Dr. Joshua Peters, Charlotte Thompson, and Mona Busch*



# Meet the Pilot Team

K-5  
Team

Maria Bohnsack	Durfee	3rd	enVision Math 2.0
Pam Bonds	Parsons	5th	Everyday Math
Jessie Brinkoetter	Baum	3rd	Everyday Math
Taryn Diaz	Stevenson	1st	Go Math
Ashton Doty	Harris	1st	Go Math
Phillip Drete	Dennis**	5th	Go Math
Albulena Emroski	Hope*	5th	Go Math
Heather England	Franklin*	5th	enVision Math 2.0
Heather Groves	Harris***	1st	Go Math
Joni Grubbs	Baum	2nd	Everyday Math
Liz Harding	Johns Hill	3rd	Go Math
Cathy Jones	French	4th	My Math
Sue Krause	South Shores	3rd	Everyday Math
Lisa Landacre	South Shores	2nd	Everyday Math
Stacey Long	Harris	4th	enVision Math 2.0
Tiara Mackins	Hope*	2nd	Go Math
Lorraine Major	South Shores	K	Everyday Math
Olivia Mannlein	Stevenson	3rd	My Math
Abby Martin	Dennis**	5th	Go Math
Glenna McKenzie	Johns Hill	K	My Math
Kelli Murray	Oak Grove	3rd	My Math
Jessica Niebrugge	Parsons	2nd	My Math
Sarah Pierce	Johns Hill	3rd	Go Math
Ashley Ridley	Oak Grove	1st	Go Math
Vanessa Slunder	Muffley	2nd	My Math
Jared Staples	Muffley	4th	My Math
Vernadene Wells	Franklin*	2nd	enVision Math 2.0
Jaci Wescott	Durfee	1st	Everyday Math
Maria Wiggins	French	2nd	My Math

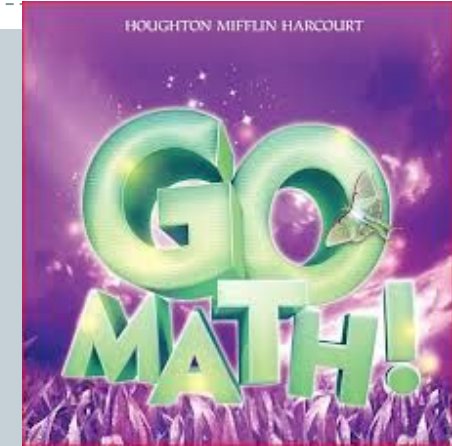
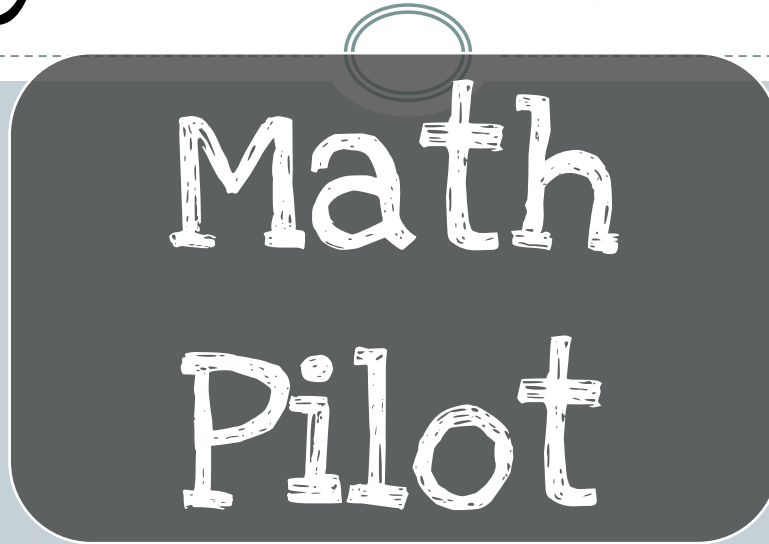
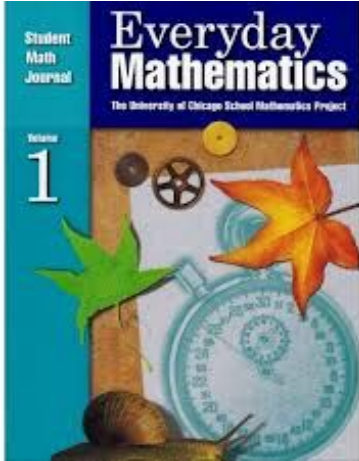
Teacher	School	Grade	Math Pilot
Brittany Acree	Dennis	7-8	Big Ideas Math
Sara Bodzin	Durfee	6	Glencoe Math
Allison Brinkoetter	Dennis	6	enVision Math 2.0
Jackalyn Creason	Baum	6	Go Math
Sandra Fitzgerald	Durfee	6	Glencoe Math
Todd Garner	Johns Hill	7-8	Glencoe Math
Kathryn Gibbons	Hope	6-8	Go Math
Greg Green	Parsons	6	enVision Math 2.0
Matt Grossman	Thomas Jefferson	7	Big Ideas Math
Rebecca Harmon	Stevenson	6	Go Math
Kathy Hodge	Thomas Jefferson	8	enVision Math 2.0
Melissa Hopkins	Thomas Jefferson	8	Go Math
Sarah Jones	Thomas Jefferson	7	Glencoe Math
Amy Neal	Stephen Decatur	8	Big Ideas Math
Tamra Neal	Phoenix	6	Glencoe Math
Tami Roberts	French	6	Big Ideas Math
Kathryn Rodgers	Oak Grove	6	enVision Math 2.0
Heather Samonds	Johns Hill	6	Big Ideas Math
Tyler Slaby	Stephen Decatur	7	enVision Math 2.0
Brooke Taylor	Durfee	6	Glencoe Math
Cheri Timmons	Franklin	6	enVision Math 2.0
Andrea Wakeland	Muffley	6	Big Id

6-8  
Team

# Looking at our Options K-8

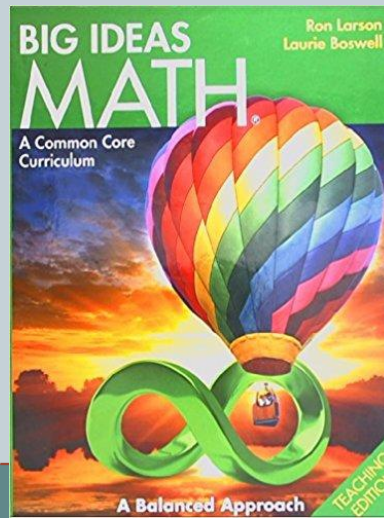
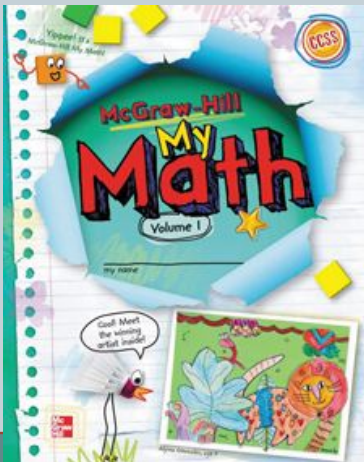
Everyday Math 4

Go Math!



My Math

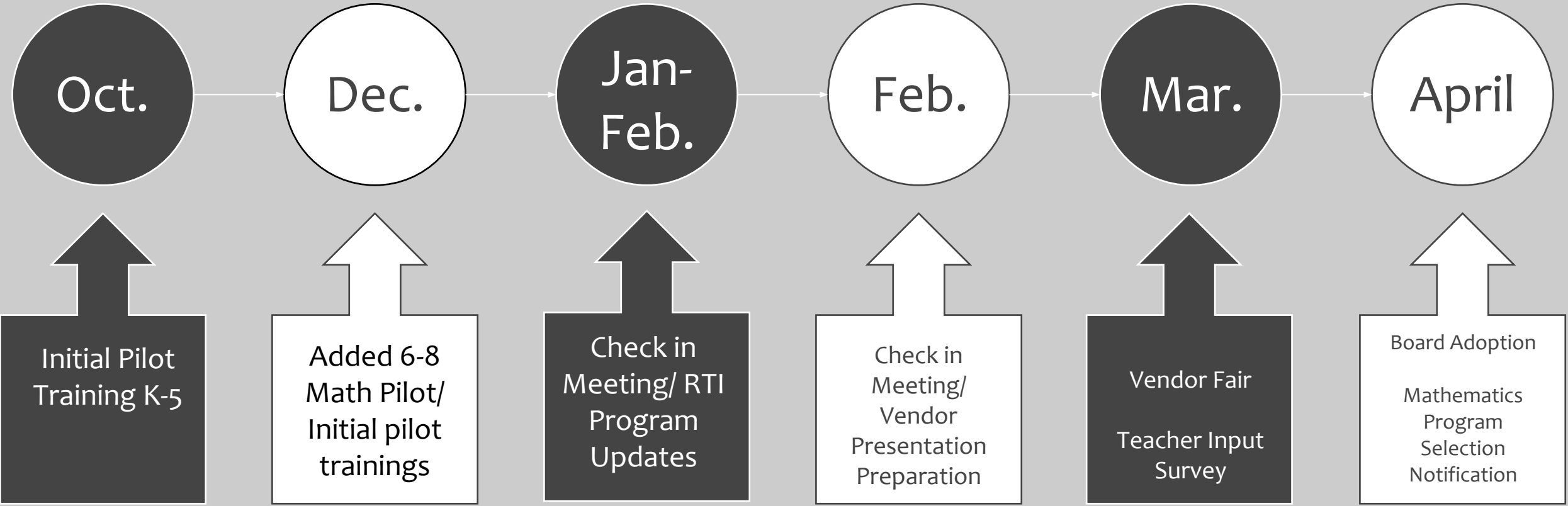
enVision Math 2.0



Big Ideas Math



# Timeline



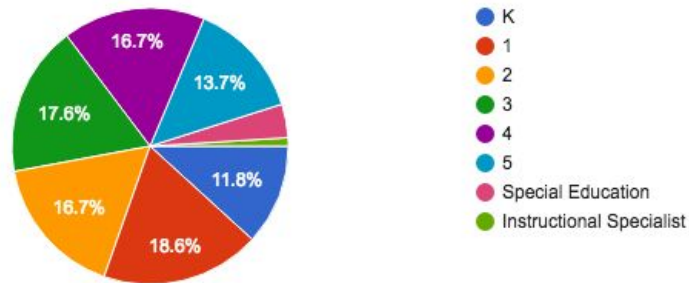
# Survey Says...

# K-5

102 Respondents. All pilot teachers represented in vote. Vote represents approximately 1/2 of the grade level depending on the grade.

## What grade do you teach?

102 responses

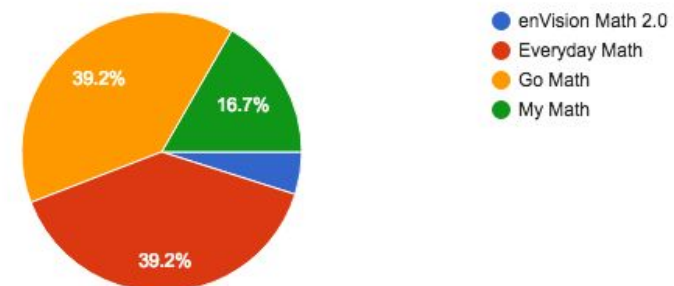


## What characteristics are most important to you in a math program?

1. Differentiated Instruction (65.7%)
2. Conceptual understanding with procedural fluency (56.9%)

## Which math curriculum resource do you believe is best for a district-wide adoption?

102 responses



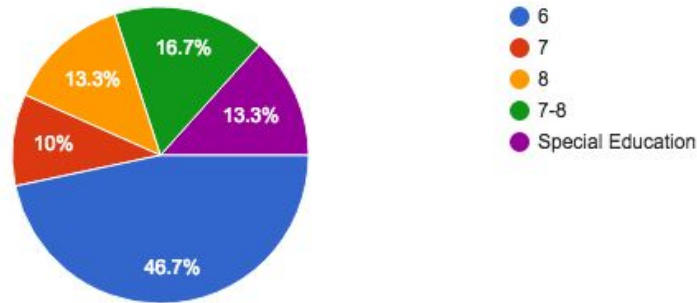
# Survey Says...

# 6-8

30 Respondents. All pilot teachers represented in vote. Vote represents approximately 1/2 of the grade level depending on the grade.

What grade do you teach?

30 responses

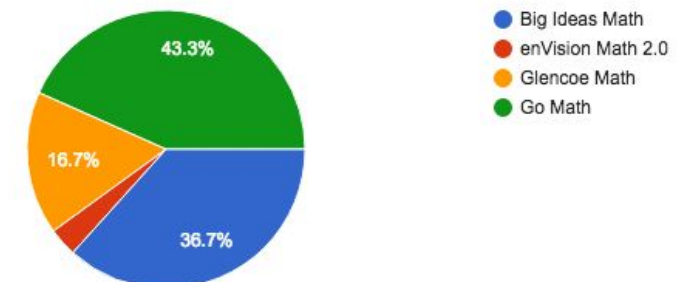


What characteristics are most important to you in a math program?

1. Differentiated Instruction (83.3%)
2. Conceptual understanding with procedural fluency (66.7%)

Which math curriculum resource do you believe is best for a district-wide adoption?

30 responses

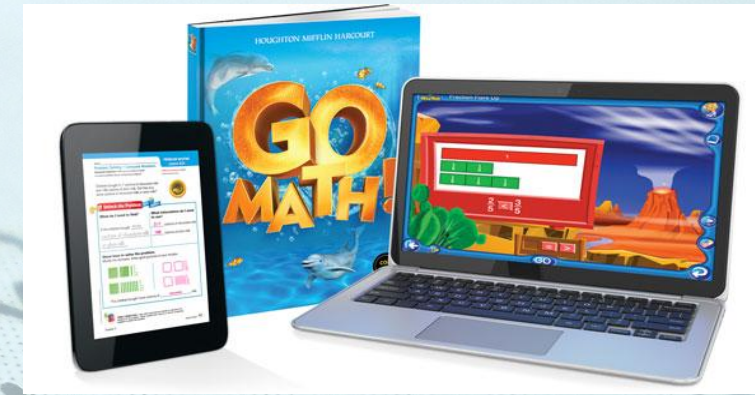


GO MATH!



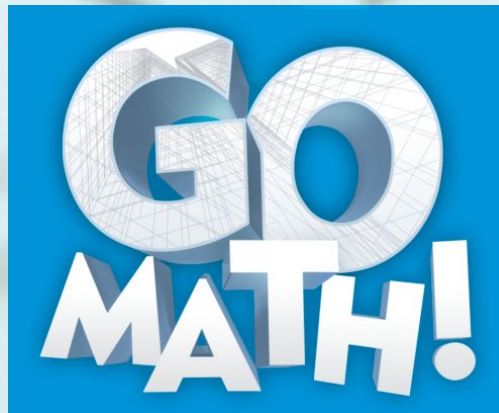
# Focus on Curriculum & Instruction

- Planning and pacing guide
- Beginning and end of year assessments
- K-8 progress to Algebra, including a 7th grade Accelerated Plan
- Clear pacing guide by year/chapter, etc.
- All Common Core aligned (RTI Support, Grab and Go Centers Kit, etc.)
- Personal Math Trainer



**THANK YOU**

Any Questions?





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**Proposal**

Prepared For

## **Decatur School District 61**

101 W Cerro Gordo St  
Decatur IL 62523

For the Purchase of:

## **HMH Go Math 2015**

Prepared By

Amy L Waller

amy.waller@hnhco.com

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# Decatur School District 61 HMH Go Math 2015

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b>Grade K</b>						
<b>Hybrid Package w/PARCC Multi-Volume</b>						
<b>Student and Teacher Resource Packages</b>						
1594043	9780544400399 Go Math! Hybrid Student Resource Package w/Multi-Vol SE 6 Yr Print/6 Yr DigitalGrade K 2015	\$91.50	687	\$62,860.50	\$12,572.10	\$50,288.40
<i>Package Includes:</i> Multi Volume Student Edition Set 6 Year Print Subscription Grade K (1 copy for 6 years) Bilingual Mathboard Grade K Online Interactive Student Edition, (Includes Personal Math Trainer) 6-Year Grade K Downloadable Student Edition PDF						
1595680	9780544429857 Go Math! Hybrid Teacher Resource Package w/PARCC print w/6 Year Digital Grade K	\$443.70	27	\$11,979.90	\$2,395.98	\$9,583.92
<i>Package Includes:</i> Teacher Edition with Planning Guide Bundle Grade K Teacher Digital Management Center 6-year Grade K Chapter Resource Blackline Master Collection Grade K Strategic Intervention Teacher Guide Grade K English Language Activity Guide, Teacher Edition Grades K-2 PARCC Test Prep Student Edition Grade K PARCC Test Prep Teacher Edition BLM Grade K Grab and Go Differentiated Centers Kit Grade K Downloadable Teacher Resource Tool						
<b>Total for Hybrid Package w/PARCC Multi-Volume</b>			<b>\$59,872.32</b>			
<b>RESOURCE/SPECIAL ED</b>						
1592889	9780544390508 GO Math! Teacher Edition and Planning Guide Bundle Grade K 2015	\$118.00	9	\$1,062.00	\$1,062.00	
1592858	9780544390188 Go Math! Chapter Resource Blackline Master Collection Grade K	\$27.60	9	\$248.40	\$248.40	
1565457	9780544249028 GO Math! Strategic Intervention Teacher Guide Grade K	\$55.20	9	\$496.80	\$496.80	
<b>Total for RESOURCE/SPECIAL ED</b>						
<b>Total for Grade K</b>			<b>\$59,872.32</b>			
<b>Grade 1</b>						
<b>Hybrid Package w/PARCC Multi-Volume</b>						
<b>Student and Teacher Resource Packages</b>						
1594044	9780544400603 Go Math! Hybrid Student Resource Package w/Multi-Vol SE 6 Yr Print/6 Yr DigitalGrade 1 2015	\$91.50	705	\$64,507.50	\$12,901.50	\$51,606.00
<i>Package Includes:</i> Multi Volume Student Edition Set 6 Year Print Subscription Grade 1 (1 copy for 6 years) Online Interactive Student Edition, (Includes Personal Math Trainer) 6-Year Grade 1 Bilingual Mathboard Grade 1 Downloadable Student Edition PDF						



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<b>Grade 1</b>						
1595681	9780544429864 Go Math! Hybrid Teacher Resource Package w/PARCC print w/6 Year Digital Grade 1	\$443.70	25	\$11,092.50	\$2,218.50	\$8,874.00
<i>Package Includes:</i> Teacher Edition with Planning Guide Bundle Grade 1 Teacher Digital Management Center 6-year Grade 1 Chapter Resource Blackline Master Collection Grade 1 Strategic Intervention Teacher Guide Grade 1 English Language Activity Guide, Teacher Edition Grades K-2 PARCC Test Prep, Student Edition Grade 1 PARCC Test Prep, Teacher Edition Grade 1 Grab and Go Differentiated Centers Kit Grade 1 Downloadable Teacher Resource Tool						
<b>Total for Hybrid Package w/PARCC Multi-Volume</b>				<b>\$60,480.00</b>		
<b>RESOURCE/SPECIAL ED</b>						
1592890	9780544390515 GO Math! Teacher Edition and Planning Guide Bundle Grade 1 2015	\$118.00	13	\$1,534.00	\$1,534.00	
1592859	9780544390195 Go Math! Chapter Resource Blackline Master Collection Grade 1	\$27.60	13	\$358.80	\$358.80	
1565458	9780544249035 GO Math! Strategic Intervention Teacher Guide Grade 1	\$55.20	13	\$717.60	\$717.60	
<b>Total for RESOURCE/SPECIAL ED</b>				<b>\$60,480.00</b>		
<b>Total for Grade 1</b>						
<b>Grade 2</b>						
<b>Hybrid Package w/PARCC Multi-Volume</b>						
<b>Student and Teacher Resource Packages</b>						
1594045	9780544400610 Go Math! Hybrid Student Resource Package w/Multi-Vol SE 6 Yr Print/6 Yr DigitalGrade 2 2015	\$91.50	706	\$64,599.00	\$12,919.80	\$51,679.20
<i>Package Includes:</i> Multi Volume Student Edition Set 6 Year Print Subscription Grade 2 (1 copy for 6 years) Bilingual Mathboard Grade 2 Online Interactive Student Edition, (Includes Personal Math Trainer) 6-Year Grade 2 Downloadable Student Edition PDF						
1595682	9780544429871 Go Math! Hybrid Teacher Resource Package w/PARCC print w/6 Year Digital Grade 2	\$443.70	28	\$12,423.60	\$2,484.72	\$9,938.88
<i>Package Includes:</i> Teacher Edition with Planning Guide Bundle Grade 2 Teacher Digital Management Center 6-year Grade 2 Chapter Resource Blackline Master Collection Grade 2 Strategic Intervention Teacher Guide Grade 2 English Language Activity Guide, Teacher Edition Grades K-2 PARCC Test Prep, Student Edition Grade 2 PARCC Test Prep, Teacher Edition Grade 2 Grab and Go Differentiated Centers Kit Grade 2 Downloadable Teacher Resource Tool						
<b>Total for Hybrid Package w/PARCC Multi-Volume</b>				<b>\$61,618.08</b>		
<b>RESOURCE/SPECIAL ED</b>						
1592891	9780544390522 GO Math! Teacher Edition and Planning Guide Bundle Grade 2 2015	\$118.00	11	\$1,298.00	\$1,298.00	



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ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b>Grade 2</b>						
1592860	9780544390201 Go Math! Chapter Resource Blackline Master Collection Grade 2	\$27.60	11	\$303.60	\$303.60	
1565459	9780544249042 GO Math! Strategic Intervention Teacher Guide Grade 2	\$55.20	11	\$607.20	\$607.20	
<b>Total for RESOURCE/SPECIAL ED</b>						
<b>Total for Grade 2</b>				<b>\$61,618.08</b>		
<b>Grade 3</b>						
<b>Hybrid Package w/PARCC Multi-Volume</b>						
<b>Student and Teacher Resource Packages</b>						
1594046	9780544400627 Go Math! Hybrid Student Resource Package w/Multi-Vol SE 6 Yr Print/6 Yr Digital Grade 3 2015	\$91.50	661	\$60,481.50	\$12,096.30	\$48,385.20
<i>Package Includes:</i>						
<i>Multi Volume Student Edition Set 6 Year Print Subscription Grade 3 (1 copy for 6 years)</i>						
<i>Bilingual Mathboard Grade 3</i>						
<i>Online Interactive Student Edition, (Includes Personal Math Trainer) 6-Year Grade 3</i>						
<i>Downloadable Student Edition PDF</i>						
1595683	9780544429888 Go Math! Hybrid Teacher Resource Package w/PARCC print w/6 Year Digital Grade 3	\$443.70	25	\$11,092.50	\$2,218.50	\$8,874.00
<i>Package Includes:</i>						
<i>Teacher Edition with Planning Guide Bundle Grade 3</i>						
<i>Teacher Digital Management Center 6-year Grade 3</i>						
<i>Chapter Resource Blackline Master Collection Grade 3</i>						
<i>Strategic Intervention Teacher Guide Grade 3</i>						
<i>English Language Activity Guide, Teacher Edition Grades 3-6</i>						
<i>PARCC Test Prep, Student Edition Grade 3</i>						
<i>PARCC Test Prep, Teacher Edition BLM Grade 3</i>						
<i>Grab And Go Differentiated Centers Kit Grade 3</i>						
<i>Downloadable Teacher Resource Tool</i>						
<b>Total for Hybrid Package w/PARCC Multi-Volume</b>				<b>\$57,259.20</b>		
<b>RESOURCE/SPECIAL ED</b>						
1592892	9780544390539 GO Math! Teacher Edition and Planning Guide Bundle Grade 3 2015	\$118.00	17	\$2,006.00	\$2,006.00	
1592861	9780544390218 Go Math! Chapter Resource Blackline Master Collection Grade 3	\$27.60	17	\$469.20	\$469.20	
1565460	9780544249059 GO Math! Strategic Intervention Teacher Guide Grade 3	\$55.20	17	\$938.40	\$938.40	
<b>Total for RESOURCE/SPECIAL ED</b>						
<b>Total for Grade 3</b>				<b>\$57,259.20</b>		
<b>Grade 4</b>						
<b>Hybrid Package w/PARCC Multi-Volume</b>						
<b>Student and Teacher Resource Packages</b>						
1594047	9780544400634 Go Math! Hybrid Student Resource Package w/Multi-Vol SE 6 Yr Print/6 Yr Digital Grade 4 2015	\$91.50	645	\$59,017.50	\$11,803.50	\$47,214.00
<i>Package Includes:</i>						
<i>Multi Volume Student Edition Set 6 Year Print Subscription Grade 4 (1 copy for 6 years)</i>						
<i>Bilingual Mathboard Grade 4</i>						
<i>Online Interactive Student Edition, (Includes Personal Math Trainer) 6-Year Grade 4</i>						
<i>Downloadable Student Edition PDF</i>						



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<b>Grade 4</b>						
1595684	9780544429895 Go Math! Hybrid Teacher Resource Package w/PARCC print w/6 Year Digital Grade 4	\$443.70	26	\$11,536.20	\$2,307.24	\$9,228.96
<i>Package Includes:</i> Teacher Edition with Planning Guide Bundle Grade 4 Teacher Digital Management Center 6-year Grade 4 Chapter Resource Blackline Master Collection Grade 4 Strategic Intervention Teacher Guide Grade 4 English Language Activity Guide, Teacher Edition Grades 3-6 PARCC Test Prep, Student Edition (1copy) Grade 4 PARCC Test Prep, Teacher Edition BLM Grade 4 Grab And Go Differentiated Centers Kit Grade 4 Downloadable Teacher Resource Tool						
<b>Total for Hybrid Package w/PARCC Multi-Volume</b>				<b>\$56,442.96</b>		
<b>RESOURCE/SPECIAL ED</b>						
1592893	9780544390546 GO Math! Teacher Edition and Planning Guide Bundle Grade 4 2015	\$118.00	10	\$1,180.00	\$1,180.00	
1592862	9780544390225 Go Math! Chapter Resource Blackline Master Collection Grade 4	\$27.60	10	\$276.00	\$276.00	
1565461	9780544249066 GO Math! Strategic Intervention Teacher Guide Grade 4	\$55.20	10	\$552.00	\$552.00	
<b>Total for RESOURCE/SPECIAL ED</b>						
<b>Total for Grade 4</b>				<b>\$56,442.96</b>		
<b>Grade 5</b>						
<b>Hybrid Package w/PARCC Multi-Volume</b>						
<b>Student and Teacher Resource Packages</b>						
1594048	9780544400641 Go Math! Hybrid Student Resource Package w/Multi-Vol SE 6 Yr Print/6 Yr Digital Grade 5 2015	\$91.50	660	\$60,390.00	\$12,078.00	\$48,312.00
<i>Package Includes:</i> Multi Volume Student Edition Set 6 Year Print Subscription Grade 5 (1 copy for 6 years) Bilingual Mathboard Grade 5-6 Online Interactive Student Edition, (Includes Personal Math Trainer) 6-Year Grade 5 Downloadable Student Edition PDF						
1595685	9780544429901 Go Math! Hybrid Teacher Resource Package w/PARCC print w/6 Year Digital Grade 5	\$443.70	22	\$9,761.40	\$1,952.28	\$7,809.12
<i>Package Includes:</i> Teacher Edition with Planning Guide Bundle Grade 5 Teacher Digital Management Center 6-Year Grade 5 Chapter Resource Blackline Master Collection Grade 5 Strategic Intervention Teacher Guide Grade 5 English Language Activity Guide, Teacher Edition Grades 3-6 PARCC Test Prep, Student Edition Grade 5 PARCC Test Prep, Teacher Edition Grade 5 Grab And Go Differentiated Centers Kit Grade 5 Downloadable Teacher Resource Tool						
<b>Total for Hybrid Package w/PARCC Multi-Volume</b>				<b>\$56,121.12</b>		
<b>RESOURCE/SPECIAL ED</b>						
1592894	9780544390553 GO Math! Teacher Edition and Planning Guide Bundle Grade 5 2015	\$118.00	8	\$944.00	\$944.00	



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<b>Grade 5</b>						
1592863	9780544390232 Go Math! Chapter Resource Blackline Master Collection Grade 5	\$27.60	8	\$220.80	\$220.80	
1565462	9780544249073 GO Math! Strategic Intervention Teacher Guide Grade 5	\$55.20	8	\$441.60	\$441.60	
<b>Total for RESOURCE/SPECIAL ED</b>						
<b>Total for Grade 5</b>				<b>\$56,121.12</b>		
<b>Manipulatives</b>						
<b>Student</b>						
1566556	9780544257474 Go Math! Grab and Go Customized Manipulatives Kit Grade K	\$119.85	13	\$1,558.05		\$1,558.05
1566556	9780544257474 Go Math! Grab and Go Customized Manipulatives Kit Grade K	\$119.85	14	\$1,677.90	\$1,677.90	
1566557	9780544257481 Go Math! Grab and Go Customized Manipulatives Kit Grade 1	\$119.85	12	\$1,438.20		\$1,438.20
1566557	9780544257481 Go Math! Grab and Go Customized Manipulatives Kit Grade 1	\$119.85	13	\$1,558.05	\$1,558.05	
1566558	9780544257498 Go Math! Grab and Go Customized Manipulatives Kit Grade 2	\$119.85	14	\$1,677.90		\$1,677.90
1566558	9780544257498 Go Math! Grab and Go Customized Manipulatives Kit Grade 2	\$119.85	14	\$1,677.90	\$1,677.90	
1566559	9780544257504 Go Math! Grab and Go Customized Manipulatives Kit Grade 3	\$119.85	12	\$1,438.20		\$1,438.20
1566559	9780544257504 Go Math! Grab and Go Customized Manipulatives Kit Grade 3	\$119.85	13	\$1,558.05	\$1,558.05	
1566560	9780544257511 Go Math! Grab and Go Customized Manipulatives Kit Grade 4	\$119.85	13	\$1,558.05		\$1,558.05
1566560	9780544257511 Go Math! Grab and Go Customized Manipulatives Kit Grade 4	\$119.85	13	\$1,558.05	\$1,558.05	
1566561	9780544257528 Go Math! Grab and Go Customized Manipulatives Kit Grade 5	\$119.85	11	\$1,318.35		\$1,318.35
1566561	9780544257528 Go Math! Grab and Go Customized Manipulatives Kit Grade 5	\$119.85	11	\$1,318.35	\$1,318.35	
<b>Total for Student</b>				<b>\$8,988.75</b>		
<b>Total for Manipulatives</b>				<b>\$8,988.75</b>		
<b>Professional Development</b>						
<b>PD1</b>						
1608688	9780544539686 Go Math 2015 Getting Started Full Day Grade K-6 In Person	\$2,950.00		\$20,650.00		
<i>This training is for customers who want a full day combination of existing services, most often a Beyond the Basics in the morning and an Advanced Implementation Workshop in the afternoon. (30-35 participants per session)</i>						
<b>Total for PD1</b>						
<b>PD2</b>						
1608692	9780544539747 Go Math 2015 Team Coaching Full Day Grade K-6 In Person	\$2,450.00	16	\$39,200.00		\$39,200.00
<i>This in-class support can be demonstration lessons, product coaching or mentoring.</i>						
<b>Total for PD2</b>				<b>\$39,200.00</b>		
<b>Total for Professional Development</b>				<b>\$39,200.00</b>		

<b>Proposal Summary</b>	
<b>Total Savings:</b>	<b>\$110,951.12</b>
<b>Subtotal Purchase Amount:</b>	<b>\$399,982.43</b>
<b>Shipping &amp; Handling (0.00%):</b>	<b>\$0.00</b>
<b>Total Cost of Proposal (PO Amount):</b>	<b>\$399,982.43</b>

Proposal for  
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**Date of Proposal: 4/9/2018**

**Proposal Expiration Date:6/8/2018**



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# Houghton Mifflin Harcourt

**Proposal**

Prepared For

## **Decatur School District 61**

101 W Cerro Gordo St  
Decatur IL 62523

For the Purchase of:

## **HMD National Go Math 6-8 2018**

Prepared By

Amy L Waller

amy.waller@hnhco.com

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ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b>Grade 6</b>						
<b>Classroom Package</b>						
<b>SRP/TRP</b>						
1700256	9781328901231 Go Math! Hybrid Student Resource Package (6yr print w/6yr digital) Grade 6 2018	\$89.00	675	\$60,075.00	\$6,007.67	\$54,067.50
<i>Package Includes:</i>						
<i>Interactive Student Edition Print Subscription (6-Year) Grade 6</i>						
<i>Online Student Edition with Personal Math Trainer (6-Year) Grade 6</i>						
<i>Downloadable Student Edition PDF Grade 6</i>						
1700268	9781328901354 Go Math! Teacher Resource Package (print w/6yr digital) Grade 6	\$412.74	30	\$12,382.20	\$1,238.24	\$11,144.10
<i>Package Includes:</i>						
<i>Teacher Edition Grade 6</i>						
<i>Online Teacher Resource Management Center (6-Year) Grade 6</i>						
<i>Downloadable Teacher Resource Tool Grade 6</i>						
<i>Teacher Resource Kit Grade 6</i>						
<i>Planning and Pacing Guide Grade 6</i>						
<i>Solutions Key Grade 6</i>						
<i>Common Core Assessment Readiness Workbook Grade 6</i>						
<i>Differentiated Instruction Resource with Answers Grade 6</i>						
<i>Common Core Assessment Readiness Teacher's Guide Grade 6</i>						
<i>Assessment Resource with Answers Grade 6</i>						
<b>Total for Classroom Package</b>				<b>\$65,211.60</b>		
<b>Total for Grade 6</b>				<b>\$65,211.60</b>		



Cost Proposal Discount Change

**Houghton Mifflin Harcourt**

Coupon Code: PRODPB10

**HMH Confidential and Proprietary**

Attention:  
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 jpeters@dps61.org

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 9205 South Park Center Loop  
 Orlando, FL 32819  
 FAX: 800-269-5232  
 k12orders@hmhco.com



# Decatur School District 61

## HMD National Go Math 6-8 2018

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b>Grade 7</b>						
<b>Classroom Package</b>						
<b>SRP/TRP</b>						
1700257	9781328901248 Go Math! Hybrid Student Resource Package (6yr print w/6yr digital) Grade 7 2018	\$89.00	475	\$42,275.00	\$4,227.62	\$38,047.50
<i>Package Includes:</i>						
<i>Interactive Student Edition Print Subscription (6-Year) Grade 7</i>						
<i>Online Student Edition with Personal Math Trainer (6-Year) Grade 7</i>						
<i>Downloadable Student Edition PDF Grade 7</i>						
1700269	9781328901361 Go Math! Teacher Resource Package (print w/6yr digital) Grade 7	\$412.74	15	\$6,191.10	\$619.12	\$5,572.05
<i>Package Includes:</i>						
<i>Teacher Edition Grade 7</i>						
<i>Online Teacher Resource Management Center (6-Year) Grade 7</i>						
<i>Downloadable Teacher Resource Tool Grade 7</i>						
<i>Teacher Resource Kit Grade 7</i>						
<i>Planning and Pacing Guide Grade 7</i>						
<i>Solutions Key Grade 7</i>						
<i>Common Core Assessment Readiness Workbook Grade 7</i>						
<i>Differentiated Instruction Resource with Answers Grade 7</i>						
<i>Common Core Assessment Readiness Teacher's Guide Grade 7</i>						
<i>Assessment Resource with Answers Grade 7</i>						
<b>Total for Classroom Package</b>				<b>\$43,619.55</b>		
<b>Accelerated Gr 7</b>						
1700259	9781328901262 Go Math! Hybrid Student Resource Package (6yr print w/6yr digital) Acc7 2018	\$94.50	200	\$18,900.00	\$1,890.00	\$17,010.00
<i>Package Includes:</i>						
<i>Interactive Student Edition Print Subscription (6-Year) Accelerated 7</i>						
<i>Online Student Edition with Personal Math Trainer (6-Year) Accelerated 7</i>						
<i>Downloadable Student Edition PDF Accelerated 7</i>						
1700271	9781328901385 Go Math! Teacher Resource Package (print w/6yr digital) Acc7	\$416.64	5	\$2,083.20	\$208.32	\$1,874.90
<i>Package Includes:</i>						
<i>Teacher Edition Accelerated 7</i>						
<i>Online Teacher Resource Management Center (6-Year) Accelerated 7</i>						
<i>Downloadable Teacher Resource Tool Accelerated 7</i>						
<i>Teacher Resource Kit Accelerated 7</i>						
<i>Planning and Pacing Guide Accelerated 7</i>						
<i>Solutions Key Accelerated 7</i>						
<i>Common Core Assessment Readiness Workbook Grade 7</i>						
<i>Differentiated Instruction Resource with Answers Accelerated 7</i>						
<i>Common Core Assessment Readiness Teacher's Guide Grade 7</i>						
<i>Assessment Resource with Answers Accelerated 7</i>						
<b>Total for Accelerated Gr 7</b>				<b>\$18,884.90</b>		
<b>Total for Grade 7</b>				<b>\$62,504.45</b>		



Cost Proposal Discount Change

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# Decatur School District 61

## HMD National Go Math 6-8 2018

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b>Grade 8</b>						
<b>Classroom Package</b>						
<b>SRP/TRP</b>						
1700258	9781328901255 Go Math! Hybrid Student Resource Package (6yr print w/6yr digital) Grade 8 2018	\$89.00	475	\$42,275.00	\$4,227.62	\$38,047.50
<i>Package Includes:</i>						
<i>Interactive Student Edition Print Subscription (6-Year) Grade 8</i>						
<i>Online Student Edition with Personal Math Trainer (6-Year) Grade 8</i>						
<i>Downloadable Student Edition PDF Grade 8</i>						
1700270	9781328901378 Go Math! Teacher Resource Package (print w/6yr digital) Grade 8	\$412.74	15	\$6,191.10	\$619.12	\$5,572.05
<i>Package Includes:</i>						
<i>Teacher Edition Grade 8</i>						
<i>Online Teacher Resource Management Center (6-Year) Grade 8</i>						
<i>Downloadable Teacher Resource Tool Grade 8</i>						
<i>Teacher Resource Kit Grade 8</i>						
<i>Planning and Pacing Guide Grade 8</i>						
<i>Solutions Key Grade 8</i>						
<i>Common Core Assessment Readiness Workbook Grade 8</i>						
<i>Differentiated Instruction Resource with Answers Grade 8</i>						
<i>Common Core Assessment Readiness Teacher's Guide Grade 8</i>						
<i>Assessment Resource with Answers Grade 8</i>						
<b>Total for Classroom Package</b>				<b>\$43,619.55</b>		
<b>Total for Grade 8</b>				<b>\$43,619.55</b>		



Cost Proposal Discount Change

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# Decatur School District 61

## HMD National Go Math 6-8 2018

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b><u>HMH Professional Services</u></b>						
<b>AskHMH</b>						
1697993	9781328881854 Go Math CC 2018 askHMH Individual 1 Year	\$199.00		\$199.00		
<i>AskHMH provides personalized performance support giving teachers just-in-time access to program experts. Teachers can ask pedagogical questions and request online conferencing to support implementation of Go Math CC. One-year subscription for a single user.</i>						
<b>Total for AskHMH</b>						
<b>Getting Started</b>						
1697987	9781328881809 Go Math CC 2018 Getting Started Full Day In Person	\$2,950.00		\$2,950.00		
<i>Participants engage in a variety of meaningful, hands-on or virtual experiences to learn about Go Math CC organization, design, and support resources essential to implementing a new program and its related technology.</i>						
<b>Total for Getting Started</b>						
<b>Coaching</b>						
1697992	9781328881847 Go Math CC 2018 Team Coaching Full Day In Person	\$2,650.00	6	\$15,900.00		\$15,900.00
<i>Team Coaching brings the coaching conversation into a small group context and opens up communication among teachers. It is a collaborative conversation, focused on deepening understanding of student work, student learning targets, instructional practices, goal setting, and action steps.</i>						
<b>Total for Coaching</b>				<b>\$15,900.00</b>		
<b>Technical Services</b>						
1652274	9780544889699 Houghton Mifflin Harcourt Technical Services Consultative Day Onsite	\$2,950.00	1	\$2,950.00		\$2,950.00
<b>Total for Technical Services</b>				<b>\$2,950.00</b>		
<b>Total for HMH Professional Services</b>				<b>\$18,850.00</b>		

<b>Proposal Summary</b>	
<b>Total Savings:</b>	<b>\$19,037.71</b>
<b>Subtotal Purchase Amount:</b>	<b>\$190,185.60</b>
<b>Shipping &amp; Handling (0.00%):</b>	<b>\$0.00</b>
<b>Total Cost of Proposal (PO Amount):</b>	<b>\$190,185.60</b>



Coupon Code: PRODPB10

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**Decatur School District 61  
HMD National Go Math 6-8 2018**

**Total Cost of Proposal (PO Amount): \$ 190,185.60**

This is a proposal only.

This proposal is subject to HMH's Standard Terms and Conditions ("Ts & Cs") below:

<http://www.hmhco.com/common/terms-conditions>

Ts & Cs are also found on HMH invoices.

HMH reserves the right to modify its Ts & Cs from time to time and agrees to notify you prior to such modifications becoming effective.

Unless otherwise agreed in writing, orders for Professional Services shall expire upon the earlier of (i) expiration of customer's funding or (ii) 24 months from receipt of the order.

**Date of Proposal: 3/23/2018**

**Proposal Expiration Date:5/7/2018**



# Houghton Mifflin Harcourt



Cost Proposal Discount Charge

**Houghton Mifflin Harcourt**

Coupon Code: PRODPB10

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