

DECATUR PUBLIC SCHOOL DISTRICT #61
BOARD OF EDUCATION
AGENDA

Regular Meeting
Keil Administration Building
101 W. Cerro Gordo Street
Decatur, IL 62523

February 23, 2021
4:00 PM Open Session
Closed Session Immediately Following
6:30 PM Open Session Continuing

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

Strategic Plan Mission:

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

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

The Board of Education Parameters that Guide Our Work:

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

IO 1.0 CALL TO ORDER – CALL FOR EXECUTIVE SESSION

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

Roll Call

IO 2.0 PLEDGE OF ALLEGIANCE

AI 3.0 APPROVAL OF AGENDA, FEBRUARY 23, 2021

IO 4.0 PUBLIC PARTICIPATION

- Identify oneself and be brief.
- Any public comments received will be read during this time.
- Comments should be limited to 3 minutes.

DI 5.0 BOARD AND/OR OTHER COMMITTEE REPORTS

- Discipline Action
- Schedule B
- Finance
- DPS Foundation
- Policies
- Human Resources
- Naming
- Joint – City, DPS 61 and Park District

STUDENT AMBASSADORS’S REPORT

BOARD DISCUSSION

- Resolution on Racism

IO 6.0 REPORTS FROM ADMINISTRATION

- A. Quarterly Strategic Plan/Annual Priorities Update (**S1**)
- B. Return to Learn/Extended Learning Update (**S1**)

AI 7.0 ROLL CALL ACTION ITEMS

- A. Personnel Action Items (**S4**)
- B. Approve Employment Contract for Director of Information Technology (**S4**)
- C. Approve Employment Contract for Director of Operations (**S4**)
- D. Approve Employment Contract for Principal at Baum Elementary School (**S4**)
- E. Extended Contract (Fiscal Year 2022 through Fiscal Year 2026) for the Director of Macon-Piatt Special Education (**S4**)
- F. Boundary Recommendations for the 2021-2022 School Year (**S2**)
- G. Building Transitions and Closures for the 2021-2022 School Year (**S2**)
- H. Approval of Resolution to Abate Working Cash Funds to the Capital Projects Funds (**S5**)
- I. Bids for American Dreamer STEM Academy (**S2**)
- J. Approval of Resolution for the Teachers’ Retirement System (TRS) Supplemental Savings Plan (**S4**)

AI 8.0 CONSENT ITEMS

- A. Minutes: January 20, 2021 Special Open Work Session, Special Open Session Meeting February 03, 2021 Open/Closed Meetings February 09, 2021
- B. July through December Compliance Reports Document for the Board of Education
- C. Financial Conditions Report
- D. Treasurer’s Report
- E. Ancillary Wages (**S4**)
- F. Bids for Two (2) Transportation Vans (**S2**)
- G. Bids for Three (3) Buildings and Grounds Service Vans (**S2**)

IO 9.0 ANNOUNCEMENTS

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

James Williams Ellis, who passed away Thursday, February 04, 2021. Mr. Ellis was the brother of Rachel Lindsey, Secretary at MacArthur High School, and the brother-in-law of Curt Lindsey, Dean at MacArthur High School.

Betty Jane McQuality, who passed away Saturday, February 06, 2021. Mrs. McQuality was the mother of Michael McQuality, Teaching Assistant at MacArthur High School.

Glenn Richard Royer, who passed away Tuesday, February 16, 2021. Mr. Royer was the father of Rhonda Tyler, Secretary to the Principal at Johns Hill Magnet School.

IO 10.0 IMPORTANT DATES

March 01 Casimir Pulaski Holiday – **SCHOOL IS IN SESSION**

15 – 19 Spring Break Week

– **NO School for Students and District Offices are Open**

22 **IN-PERSON** Return to Learn for DPS Students

– Families who chose this option for their student(s) will begin in-person learning via the schedule provided to them

22 **VIRTUAL LEARNING** for DPS Students

– Families who chose this option for their student(s) will continue with virtual/remote learning

NEXT MEETING

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, March 09, 2021 at the Keil Administration Building.

11.0 ADJOURNMENT



STRATEGIC PLAN QUARTERLY UPDATE

BOARD OF EDUCATION MEETING · FEBRUARY 23, 2021

WHAT'S THE PURPOSE OF THE STRATEGIC PLAN?

It's a designed intervention to launch our district from its current state to our desired state of being.



It will help shift our district to become strategic thinkers and embrace a strategic mindset to help us understand the plan and make it happen.

It will help us think futuristically without precedents.

The Strategic Plan focuses on identifying gaps in our system, not just normal operations.

PERFORMANCE INDICATORS FOR EACH ANNUAL PRIORITY

During tonight's presentation, you'll see a new series of icons. We've added "Performance Indicators" for each Annual Priority to provide evidence of how each Priority is being addressed.

The four types of data are listed here. Each type of data will not apply to each Annual Priority, but we've tried to capture the type of data that's most applicable for each Priority to show progress that's being made throughout the year.



Quantitative

- Hard data showing performance of the Annual Priority



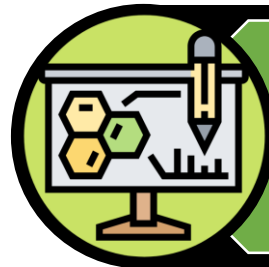
Qualitative

- Narrative to tell the story of how the Annual Priority is progressing



Process

- Strategies and processes being implemented to achieve the Annual Priority



Product

- Measurable outcomes from the Annual Priority that are directly linked to student outcomes

2020-21 STRATEGIC PLAN ANNUAL PRIORITIES



STRATEGY #1 STUDENT EXPERIENCE	STRATEGY #2 STUDENT ENVIRONMENTS	STRATEGY #3 WHOLE STUDENT	STRATEGY #4 STAFF	STRATEGY #5 COMMUNITY
Ensure unique, innovative learning experiences for all students	Ensure a student-focused environment that expands learning beyond the traditional expectations to engage students	Establish a support network that will identify and address students' physical, social/emotional, and mental health needs to allow each student to reach their full potential	Attract and retain talented and invested staff by ensuring they feel valued & supported	Create and foster mutually beneficial relationships throughout the community


YEAR 3: 2020-21 STRATEGIC PLAN ANNUAL PRIORITY ACTION ITEMS


<ul style="list-style-type: none"> Implement intentional learning experiences that develop each student's core academics, personal strengths, and individual interests, with an emphasis on Fine Arts as well as development of an Associate's Degree upon graduation program Strengthen the advisory/counseling programs in the school system to support the development of students' focus areas as they progress from elementary to middle to high school specialization 	<ul style="list-style-type: none"> Deliver successful building consolidations Address the more frequent issue of student to student issues, including fighting, bullying, etc. Review and enhance appropriate protocols and identify best practices and developmental opportunities Facilitate community input for consideration of a move to one High School structure 	<ul style="list-style-type: none"> Identify tiered interventions for students in need Design and implement a fidelity monitoring plan for tiered interventions 	<ul style="list-style-type: none"> Build on mentoring program for first- and second-year staff Establish Aspiring Leadership Institute Develop recruiting strategies to attract a diverse pool of qualified, talented candidates Provide Equity Training for District Leadership and staff Broaden Customer CARE Awards to allow nomination from external audiences 	<ul style="list-style-type: none"> Offer a district-wide half-day and/or full day PreK program Convene a group of educators and employers to identify the skills, gaps, and current and future skill needs
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**STRATEGY #1
STUDENT EXPERIENCE**




Ensure unique, innovative learning experiences for all students

**2020-21 STRATEGIC PLAN
ANNUAL PRIORITIES**

 Implement intentional learning experiences that develop each student's core academics, personal strengths, and individual interests, with an emphasis on Fine Arts as well as development of an Associate's Degree upon graduation program

 Strengthen the advisory/counseling programs in the school system to support the development of students' focus areas as they progress from elementary to middle to high school specialization

EMPHASIS ON FINE ARTS


 Support for Overall Goals	 IMPLEMENTED & BEING SUSTAINED Progress to Date	 QUANTITATIVE, QUALITATIVE, & PROCESS Performance Indicators
<p>It is in the best interest of our students to offer a robust Arts Education as part of their complete education. The Arts are fundamental to human growth and development by fostering individual and community health and wellness; creating a sense of ownership and pride in communities; building empathy within and between individuals, families, and community members; and providing opportunities to include, engage, celebrate, gather, and educate diverse audiences.</p>	<ul style="list-style-type: none"> • On 1/26/2021, the DPS BOE passed the Arts Education Policy Vision and Mission Statement with Blueprint presented to Teaching and Learning for approval to move forward with implementation of the policy • Spoke at the Rotary Club and Millikin University NAFME and AfAMM meeting to share the District's belief in Arts Education 	<ul style="list-style-type: none"> • Implementation of Arts Education Policy • Full-time art and music teachers at every school • # of students enrolled in arts education electives • Theatre curriculum and opportunities developed; dance, martial arts, and yoga integrated into curriculum district-wide • Performance and visual art shows district-wide • Community Partnerships: develop pathways for internships • Designated funding and proper facilities district-wide




**STRATEGY #1
STUDENT EXPERIENCE**



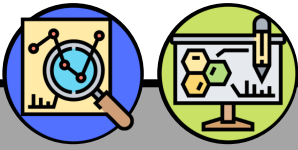
Ensure unique, innovative learning experiences for all students

**2020-21 STRATEGIC PLAN
ANNUAL PRIORITIES**

 Implement intentional learning experiences that develop each student's core academics, personal strengths, and individual interests, with an emphasis on Fine Arts as well as development of an Associate's Degree upon graduation program

 Strengthen the advisory/counseling programs in the school system to support the development of students' focus areas as they progress from elementary to middle to high school specialization

ASSOCIATE'S DEGREE PROGRAM


 Support for Overall Goals	 IN PROGRESS Progress to Date	 QUANTITATIVE & PRODUCT Performance Indicators
<ul style="list-style-type: none"> • Unique program offered to only DPS students that gives accessibility, real world applications, cost savings, personal coaching, college preparedness, early career exposure, and increased future employment opportunities • Increase District graduation rate and market share by assisting students with connecting to more post-graduation opportunities 	<ul style="list-style-type: none"> • Agreement made with DEA, signed January 31, 2021 • BOE presentation scheduled for March 2021 • Marketing and enrollment of students begins March 2021 • Private donor funds sought to support program 	<ul style="list-style-type: none"> • Program capacity is 200 students enrolled by 2025 • Once program launches, we will track: <ul style="list-style-type: none"> • # students enrolled in program • # credits earned by students enrolled • GOAL = In four years, graduate up to 200 students with a H.S. diploma + Associate's Degree • Graduation rate and market share




**STRATEGY #1
STUDENT EXPERIENCE**




Ensure unique, innovative learning experiences for all students

**2020-21 STRATEGIC PLAN
ANNUAL PRIORITIES**

 Implement intentional learning experiences that develop each student's core academics, personal strengths, and individual interests, with an emphasis on Fine Arts as well as development of an Associate's Degree upon graduation program

 Strengthen the advisory/counseling programs in the school system to support the development of students' focus areas as they progress from elementary to middle to high school specialization

STRENGTHEN ADVISORY/COUNSELING PROGRAMS


 Support for Overall Goals	 IN PROGRESS Progress to Date	 QUANTITATIVE, QUALITATIVE, & PRODUCT Performance Indicators
<p>As we work to ensure DPS students have a rigorous and relevant educational experience, counselors play an essential role in this work. As part of the school support team, counselors not only provide academic support, but they also provide critical social-emotional support to our students and families. Therefore, strengthening the advisory/counseling programs to ensure equitable service and supports across grade levels provides students with diversified resources and supports as they complete their educational journey.</p>	<ul style="list-style-type: none"> • Monthly meetings are scheduled to address priorities + roles and responsibilities of advisory/counseling programs • 5 Essentials Survey opened for DPS on Wednesday, February 3; it's available through April 2 for 4th-12th grade students and families to complete 	<ul style="list-style-type: none"> • 5 Essentials Survey data • Enrollment in dual credit courses • Graduation and retention rates • GOAL = to have counselors at all levels; elementary, middle, and high school implement a counseling curriculum around social-emotional learning, development and academic support



**STRATEGY #2
STUDENT
ENVIRONMENTS**

Ensure a student-focused environment that expands learning beyond the traditional expectations to engage students

**2020-21 STRATEGIC PLAN
ANNUAL PRIORITIES**

-  Deliver successful building consolidations
-  Address the more frequent issue of student to student issues, including fighting, bullying, etc. Review and enhance appropriate protocols and identify best practices and developmental opportunities
-  Facilitate community input for consideration of a move to one High School structure

BUILDING CONSOLIDATIONS




 Support for Overall Goals	 IN PROGRESS Progress to Date	 PROCESS & PRODUCT Performance Indicators
<p>The goal of building consolidations as part of the BOLD Plan is to right-size the district based on enrollment and to consolidate services so that the need to share services is reduced.</p>	<ul style="list-style-type: none"> • Montessori project is complete, including punch list items; replacement chiller will be installed this Spring • South Shores project is complete; finalizing punch list items • Parsons and Franklin construction are on track to be completed in late March • Current Muffley construction is on track for completion in late April; additional internal construction will begin this Summer with completion in early Fall • Additional site work (sidewalks, parking, and drives) is being bid for Summer work at Parsons, Franklin, Muffley, and South Shores with completion this Summer • Johns Hill construction is on track for completion in late June, with additional site improvements (sidewalks, parking, and drives) to be completed this Summer; north bus loop will not begin until the old building is unoccupied, has been abated, and is demolished. • American Dreamer renovation will begin this Summer • Secure entries for Franklin and Parsons will be performed in-house beginning this Summer 	<ul style="list-style-type: none"> • Progress on building consolidations to right-size District facilities for our population • Services to students provided in a more focused and efficient manner





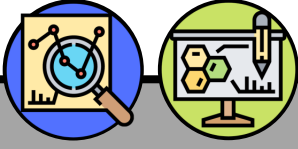
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STUDENT TO STUDENT ISSUES




 Support for Overall Goals	 IN PROGRESS Progress to Date	 QUANTITATIVE & PRODUCT Performance Indicators
<p>Establish and foster an environment in our schools where kids feel safe to attend and interact with each other in a positive fashion.</p>	<ul style="list-style-type: none"> • Analyze discipline data to identify groups with high incident rates of these issues • Meetings are being scheduled with Principals to review corrected data 	<ul style="list-style-type: none"> • Discipline data: <ul style="list-style-type: none"> • # of referrals • Types of discipline incidents • 5 Essentials Survey data regarding student climate • GOAL = Students attending our school will experience a welcoming and positive environment that is focused on supporting learning






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COMMUNITY INPUT ON ONE HIGH SCHOOL STRUCTURE



 Support for Overall Goals	 IN PROGRESS Progress to Date	 QUALITATIVE & PROCESS Performance Indicators
<ul style="list-style-type: none"> • A single high school structure could provide enhanced opportunities for high school students district-wide; rather than dividing resources between two separate high schools, those same resources would be available to all DPS high school students • By educating and engaging community input on this concept, we will determine whether to move forward with the concept 	<ul style="list-style-type: none"> • On February 9, 2021, we submitted a signed contract to Bang the Table to begin using their services to capture community feedback and sentiment • Utilizing Bang the Table, we will begin surveying our community on the concept, coupled with background information on what a single high school concept could look like for DPS • Timeline: 1st training held today, 2nd training next week, site should be functional within 2-3 weeks at www.dps61.org/engage 	<ul style="list-style-type: none"> • Feedback from the community on the single high school concept in order to help inform our next steps





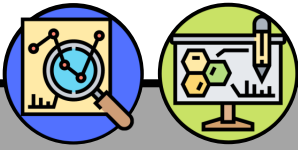
**STRATEGY #3
WHOLE STUDENT**

Establish a support network that will identify and address students' physical, social/emotional, and mental health needs to allow each student to reach their full potential

**2020-21 STRATEGIC PLAN
ANNUAL PRIORITIES**

-  Identify tiered interventions for students in need
-  Design and implement a fidelity monitoring plan for tiered interventions

TIERED INTERVENTIONS FOR STUDENTS IN NEED



 Support for Overall Goals	 IMPLEMENTED & BEING SUSTAINED Progress to Date	 QUANTITATIVE & PRODUCT Performance Indicators
<ul style="list-style-type: none"> • A multi-tiered approach is used to efficiently differentiate instruction for all students, based on their individual needs. • In order to determine tiered interventions for students in need, the first step to this model is to gather benchmark data to that can be a predictor of whole and tiered group instruction. 	<ul style="list-style-type: none"> • Instructional resources for ELA and Math continue to be utilized and provide whole and small group support aligned to the RTI process 	<ul style="list-style-type: none"> • FastBridge tiered system: <ul style="list-style-type: none"> • Gathering benchmark data from schools that have FastBridge data entered • Utilize benchmark data to drive whole and tiered group instruction






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**2020-21 STRATEGIC PLAN
ANNUAL PRIORITIES**

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FIDELITY MONITORING PLAN FOR TIERED INTERVENTIONS






 Support for Overall Goals	 IN PROGRESS Progress to Date	 QUANTITATIVE & PROCESS Performance Indicators
<p>As we work to limit instructional deficiencies and school failure, utilizing a multi-leveled intense instructional system with fidelity provides a laser focus on specific interventions needed. This fidelity system consists of progress monitoring, assessments, and data-based decision making.</p>	<ul style="list-style-type: none"> • Reviewing currently designed monitoring plans to determine the most effective plan to implement 	<ul style="list-style-type: none"> • Data from schools that have FastBridge (or other) intervention systems and structure in place • Use data to drive and determine instruction






**STRATEGY #4
STAFF**

Attract and retain talented and invested staff by ensuring they feel valued & supported

**2020-21 STRATEGIC PLAN
ANNUAL PRIORITIES**

-  Build on mentoring program for first- and second-year staff
-  Establish Aspiring Leadership Institute
-  Develop recruiting strategies to attract a diverse pool of qualified, talented candidates
-  Provide Equity Training for District Leadership and staff
-  Broaden Customer CARE Awards to allow nomination from external audiences

MENTORING PROGRAM FOR FIRST- AND SECOND-YEAR STAFF






 WHY? Support for Overall Goals	 IMPLEMENTED & BEING SUSTAINED Progress to Date	 QUANTITATIVE, QUALITATIVE, & PROCESS Performance Indicators
<p>Induction/mentoring program goals are grounded in helping students improve their school experiences, academic achievement, and other desirable outcomes by supporting new educators:</p> <ol style="list-style-type: none"> 1. Matching each new to DPS educator with an experienced mentor 2. Providing professional development for all mentors 3. Improved teacher retention 4. Enhanced teacher quality and performance 	<ul style="list-style-type: none"> • The existing first semester agreement with DEA was continued into second semester • Mentors/mentees remained the same, except for a few circumstances • During Spring 2021, each mentor will be provided 8 additional hours of professional development on mentoring best practices 	<ul style="list-style-type: none"> • 100% of new to DPS educators matched with a mentor • 100% of mentors provided with mentoring training • Data collected from mentees December 2020: <ul style="list-style-type: none"> • Mentor consistently meets with mentee as determined by years of experience = 90% Yes • Mentor gives mentee valuable information that helps them in their role at DPS = 89% Yes • My mentor is available to support me and answer my questions = 97% Yes



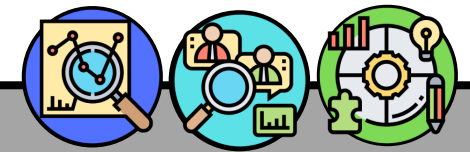
**STRATEGY #4
STAFF**



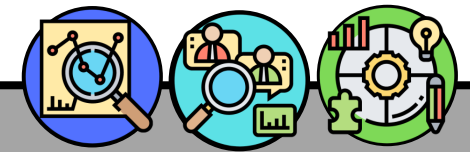
Attract and retain talented and invested staff by ensuring they feel valued & supported

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ANNUAL PRIORITIES**

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ASPIRING LEADERSHIP INSTITUTE








 Support for Overall Goals	 IN PROGRESS Progress to Date	 QUANTITATIVE, QUALITATIVE, & PROCESS Performance Indicators
<p>The Visionary Leadership Academy was created to provide employees the opportunity to establish self-awareness and communication skills; gain a deeper understanding of one's own personal styles; understand how to manage conflict, provide feedback, and influence and collaborate with others. The following themes were developed: Communication, Building Effective Teams, Strategic and Innovative Thinking, Delivering Results and Expectations.</p>	<ul style="list-style-type: none"> • First session hosted by HR on January 27, 2021 • DLT/Leadership Coaches will determine February, March, and April meeting dates and will adhere to previously developed themes • Whole group final session scheduled in June 	<ul style="list-style-type: none"> • Survey, Application, Self Awareness Strengths Pre-Assessment, BOE Meeting Experience and Reflection, Leadership Interview Experience and Assessment, and Group Final Project • 44 employees expressed an interest, 19 employees signed up to participate in the program (15 DEA, 1 DFTA, 1 DESPA, 1 Outreach Liaison, 1 IT/Admin Support) • Leadership coaches: Mr. Dase & Dr. Campbell, Ms. Horath & Mr. Friedrich, Ms. Grayned, Mr. Trimble, Mr. Payne, Dr. Covault






**STRATEGY #4
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RECRUITMENT STRATEGIES FOR MORE DIVERSE CANDIDATES






 Support for Overall Goals	 IN PROGRESS Progress to Date	 QUANTITATIVE, QUALITATIVE, & PROCESS Performance Indicators
<p>Implement creative and innovative recruiting strategies to continue to attract a diverse pool of qualified, talented, candidates during the COVID-19 pandemic, while focusing on our three main strategies of recruitment:</p> <ol style="list-style-type: none"> 1. Internal Advancement 2. Cultivating the High School Pipeline 3. External Partners 	<ul style="list-style-type: none"> • We are in the process of developing a DPS cohort with the University of West Florida to assist those who currently have a bachelors degree gain educator licensure. • We continue to host virtual events and attend career fairs. • Adapting a new platform to provide on-the-spot video screening interviews with the company Interviewstream; launching soon. • Maintaining employee retention numbers will be a focus for 2021 and 2022. 	<ul style="list-style-type: none"> • Attended 8 virtual fairs via Handshake • Attended DPS Career Fair 2020 at both high schools • Received 6 resume books from Golden Apple with hundreds of scholars' information and credentials/endorsements • Hosted 3 "how to prepare to interview" virtual sessions with DPS administrators • High schools' Future Teachers Clubs launched in January 2021; pilot of Ed Rising beginning Fall 2021 • 25+ student teachers placed in DPS, meeting with each to discuss plans for employment





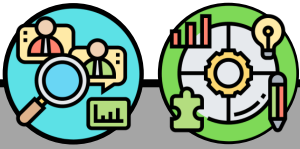
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EQUITY TRAINING FOR DISTRICT LEADERSHIP AND STAFF






 Support for Overall Goals	 IN PROGRESS Progress to Date	 QUALITATIVE & PROCESS Performance Indicators
<p>To help prepare our teachers and staff to meet the needs of our culturally and socio-economically diverse student body</p>	<ul style="list-style-type: none"> • Six DLT sessions have been held throughout 2020-21 school year • Template created for continued trainings during 2021-22 school year 	<ul style="list-style-type: none"> • Catalog of trainings held at various levels of the organization • GOAL = Our district will be more prepared to serve ALL students and meet their needs






**STRATEGY #4
STAFF**

Attract and retain talented and invested staff by ensuring they feel valued & supported

**2020-21 STRATEGIC PLAN
ANNUAL PRIORITIES**

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BROADEN CUSTOMER CARE TO EXTERNAL AUDIENCES



 Support for Overall Goals	 IN PROGRESS Progress to Date	 QUANTITATIVE, QUALITATIVE, & PROCESS Performance Indicators
<ul style="list-style-type: none"> • There is inherent value in recognizing employees who provide excellent customer service to create a positive culture at Decatur Public Schools • Mission, Vision and Purpose developed to prepare for a relaunch to include recognition from both internal and external sources 	<ul style="list-style-type: none"> • Committee discussed overlap and confusion with Heart of the District award and concerns with nominations while DPS remains virtual • Superintendent directed team to continue with customer service focus • Nominations will be reopened for internal and external stakeholders to submit when DPS returns to in-person learning 	<p>Once the program relaunches, we will track:</p> <ul style="list-style-type: none"> • # of nominations from internal sources • # of nominations from external sources





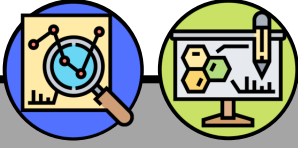
STRATEGY #5 COMMUNITY

Create and foster mutually beneficial relationships throughout the community

2020-21 STRATEGIC PLAN ANNUAL PRIORITIES

-  Offer a district-wide half-day and/or full day PreK program
-  Convene a group of educators and employers to identify the skills, gaps, and current and future skill needs


DISTRICT-WIDE PRE-K PROGRAMMING


 Support for Overall Goals	 IN PROGRESS Progress to Date	 QUANTITATIVE & PRODUCT Performance Indicators
<p>Research continues to display the importance of a child's early years of learning. These foundational years provide a strong base for lifelong learning and learning abilities that include, but are not limited to, cognitive and social development. Creating a robust full-day program is an essential building block for equipping early learners for their future success.</p>	<p>One school continues to pilot the full day Pre-K program to determine efficacy and sustainability. Due to COVID-19 and virtual learning, additional data will be gathered as the District looks to return students back in person in March 2021.</p>	<ul style="list-style-type: none">Track number of schools with half-day and/or full-day Pre-K programsGOAL = Provide a robust full-day early childhood instructional program that provides essential academic, developmental, social, and emotional skills for DPS early learners

**STRATEGY #5
COMMUNITY**




Create and foster mutually beneficial relationships throughout the community

**2020-21 STRATEGIC PLAN
ANNUAL PRIORITIES**

 Offer a district-wide half-day and/or full day PreK program

 Convene a group of educators and employers to identify the skills, gaps, and current and future skill needs

GROUP OF EDUCATORS & EMPLOYERS TO IDENTIFY SKILL NEEDS

 Support for Overall Goals	 IN PROGRESS Progress to Date	 QUANTITATIVE & PROCESS Performance Indicators
<ul style="list-style-type: none"> • Develop programs, classes, and career pathways that allows our students to develop essential skills that are transferable that give students a head start and a competitive advantage to compete in a global world. • In order to identify programs that need to be developed, giving employers the opportunity to provide information on gaps in skills is crucial so that there is alignment to fill the needs with qualified students from DPS. 	<ul style="list-style-type: none"> • Survey sent out by Economic Development Corporation on January 28, 2021, with deadline of February 19 • Three follow-up meetings planned with willing employers and DPS staff to discuss results of survey and develop plan of action 	<ul style="list-style-type: none"> • Received 64 completed survey responses, currently reviewing data • Integrate feedback from employers into an accredited Essential Skills class at both high school that ensures DPS students have training before graduation • Track # of students enrolled in this class, success of those students both academically and in career placement following graduation





OVERALL METRICS TO TRACK PROGRESS

FEBRUARY 23, 2021

QUALITY

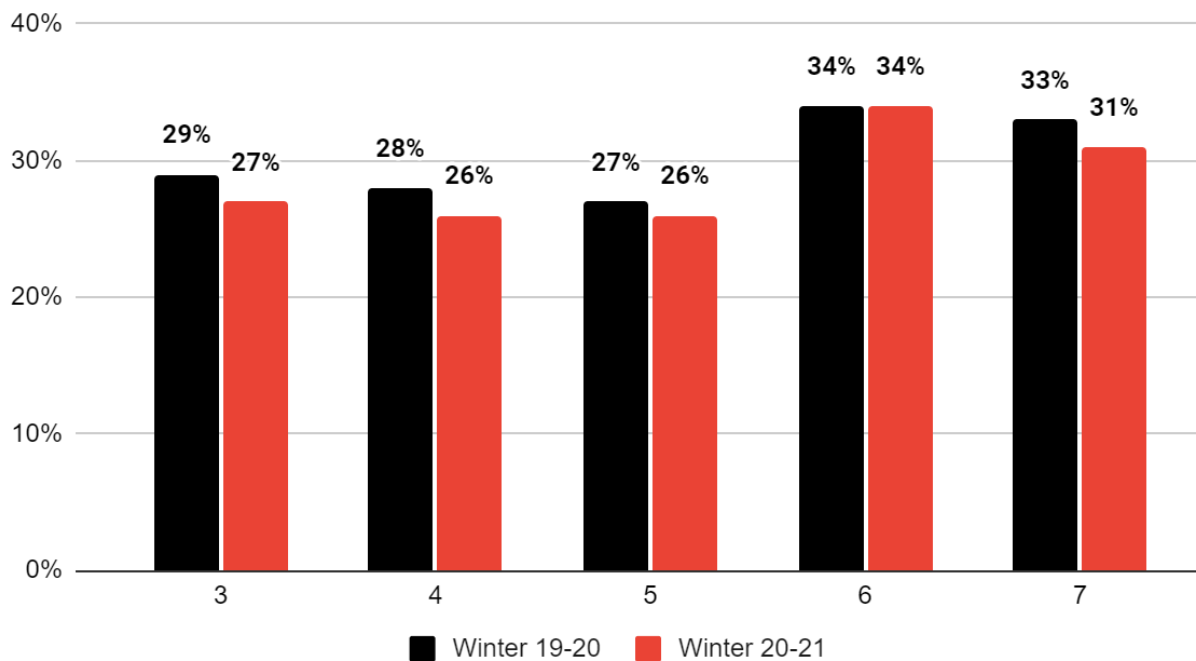
COST

EFFICIENCY

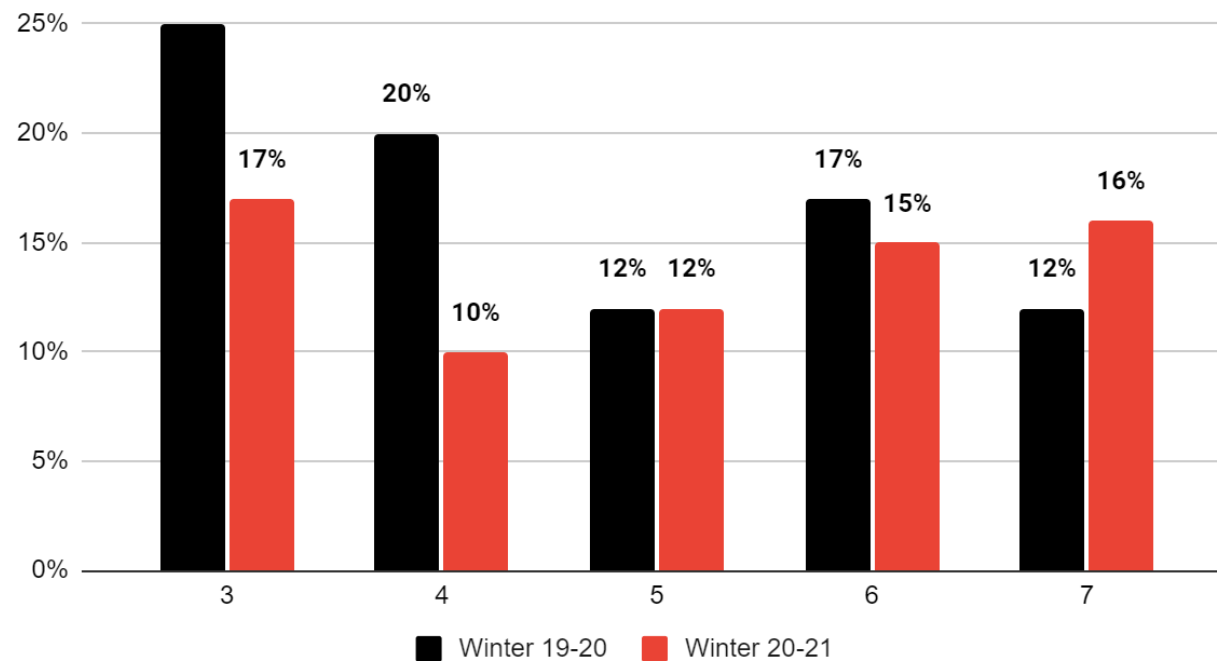
SPEED

SP METRICS: FASTBRIDGE READING & MATH

Cohort FastBridge Reading

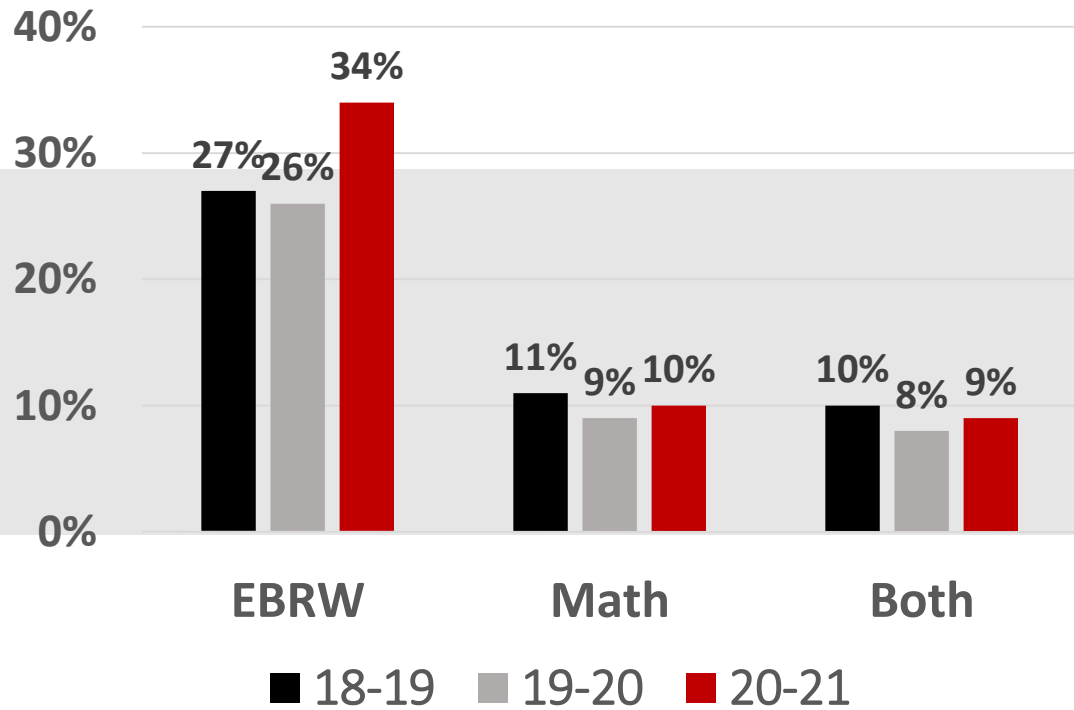


Cohort FastBridge Math

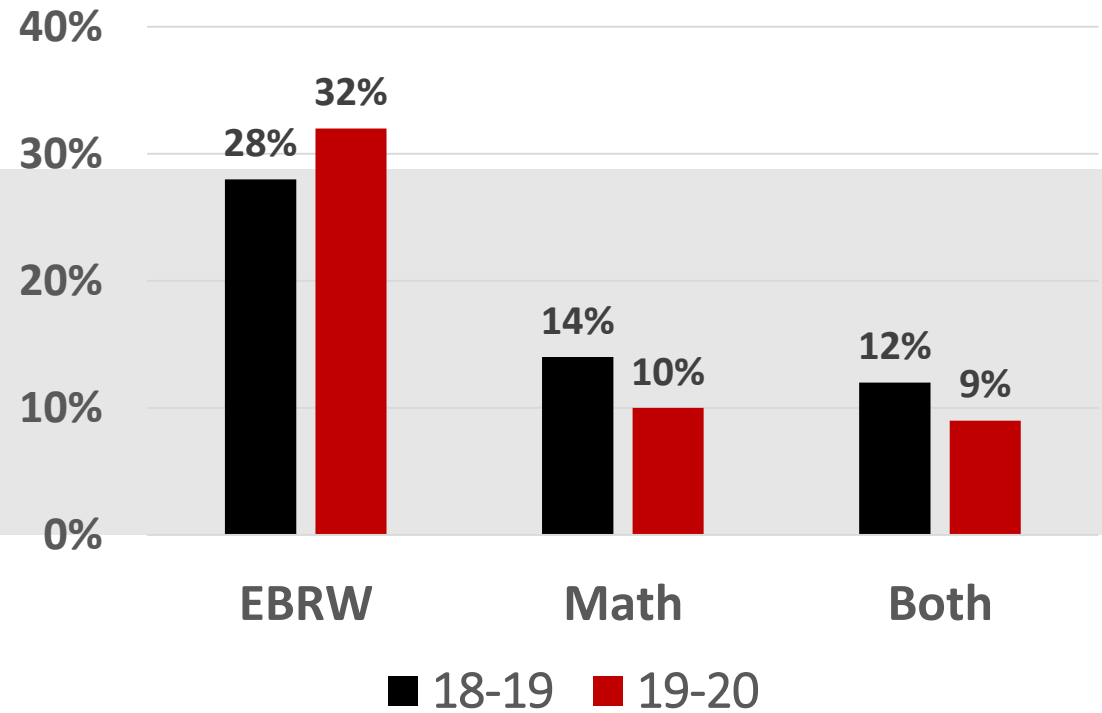


SP METRICS: PSAT SCORES

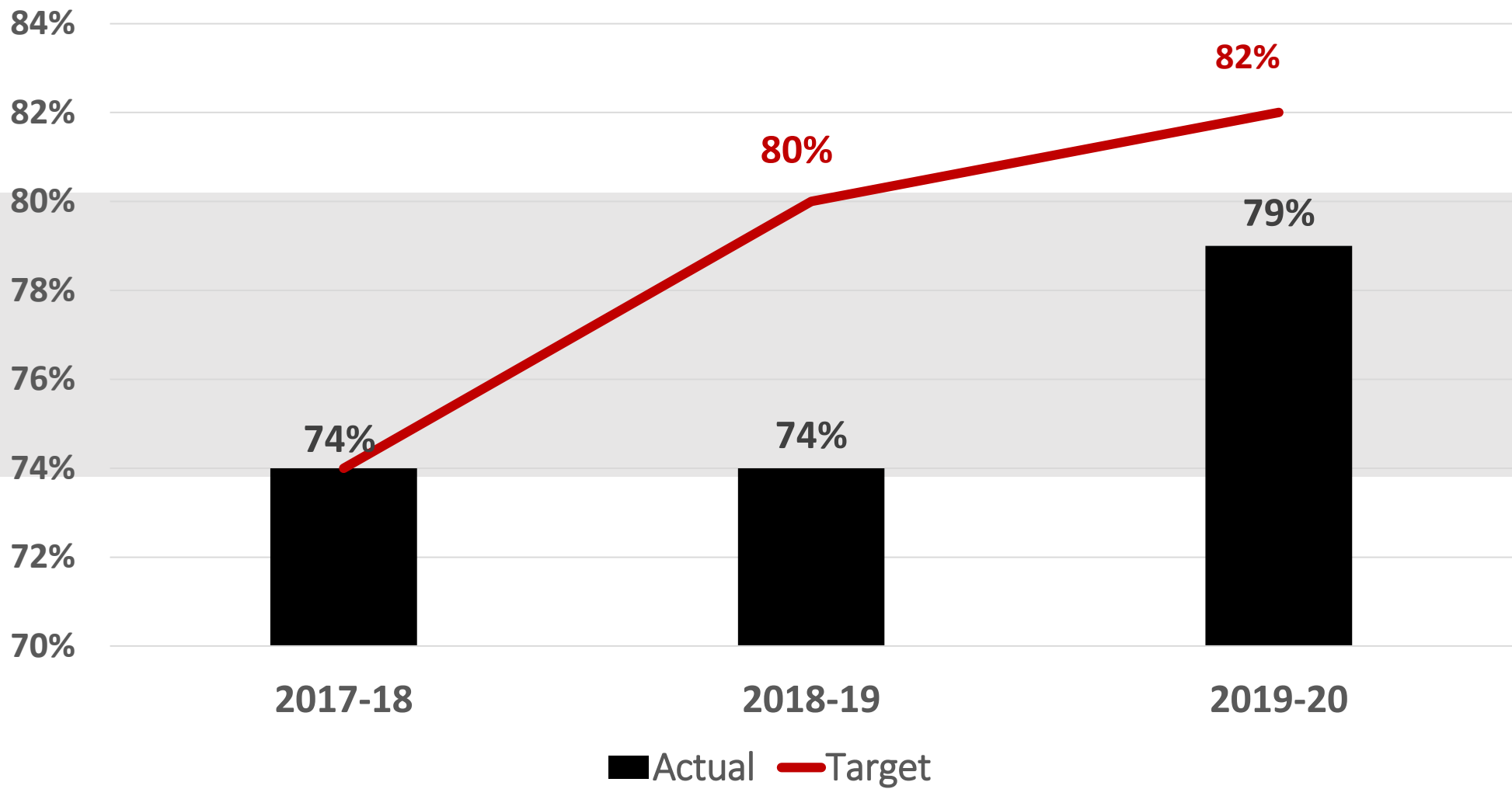
10th Grade Cohort PSAT



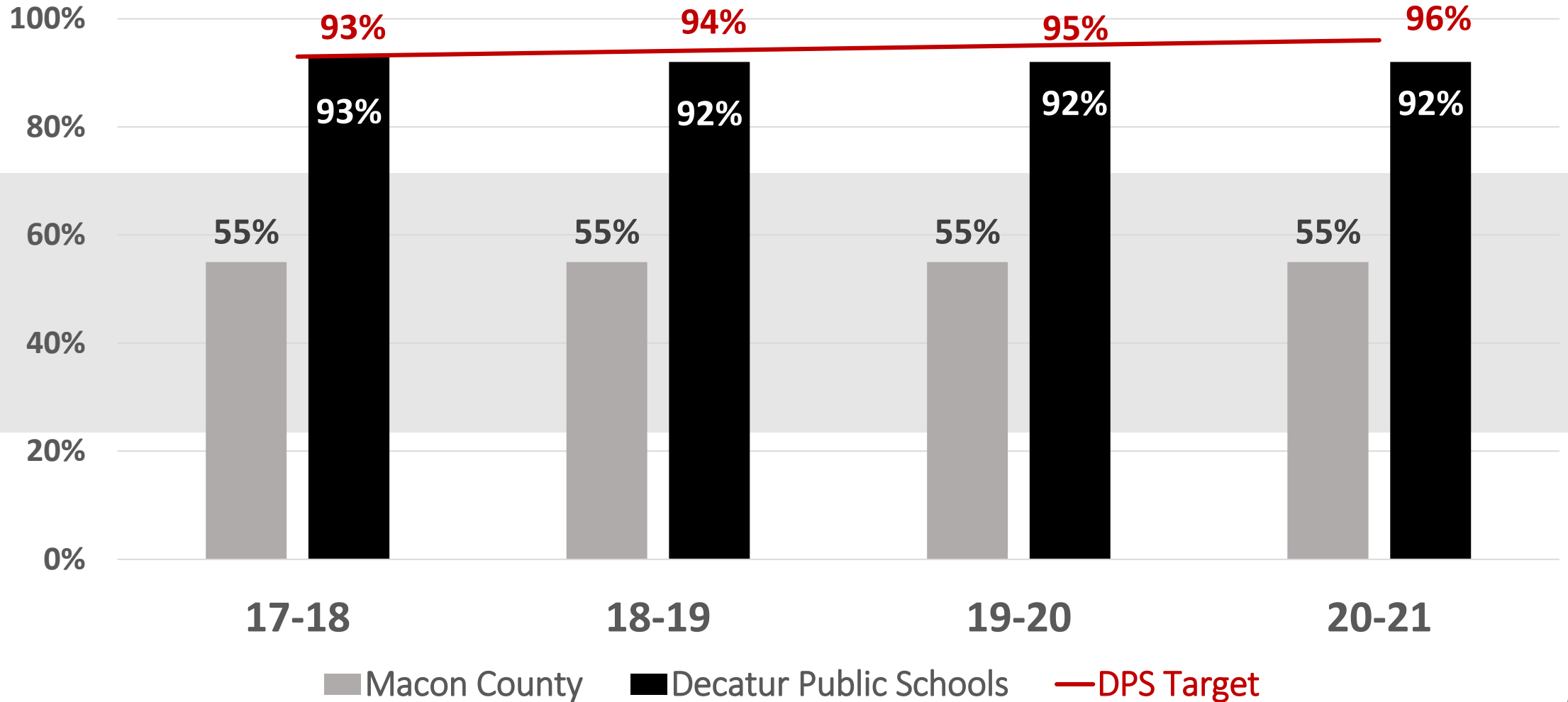
11th Grade Cohort PSAT



SP METRICS: GRADUATION RATE



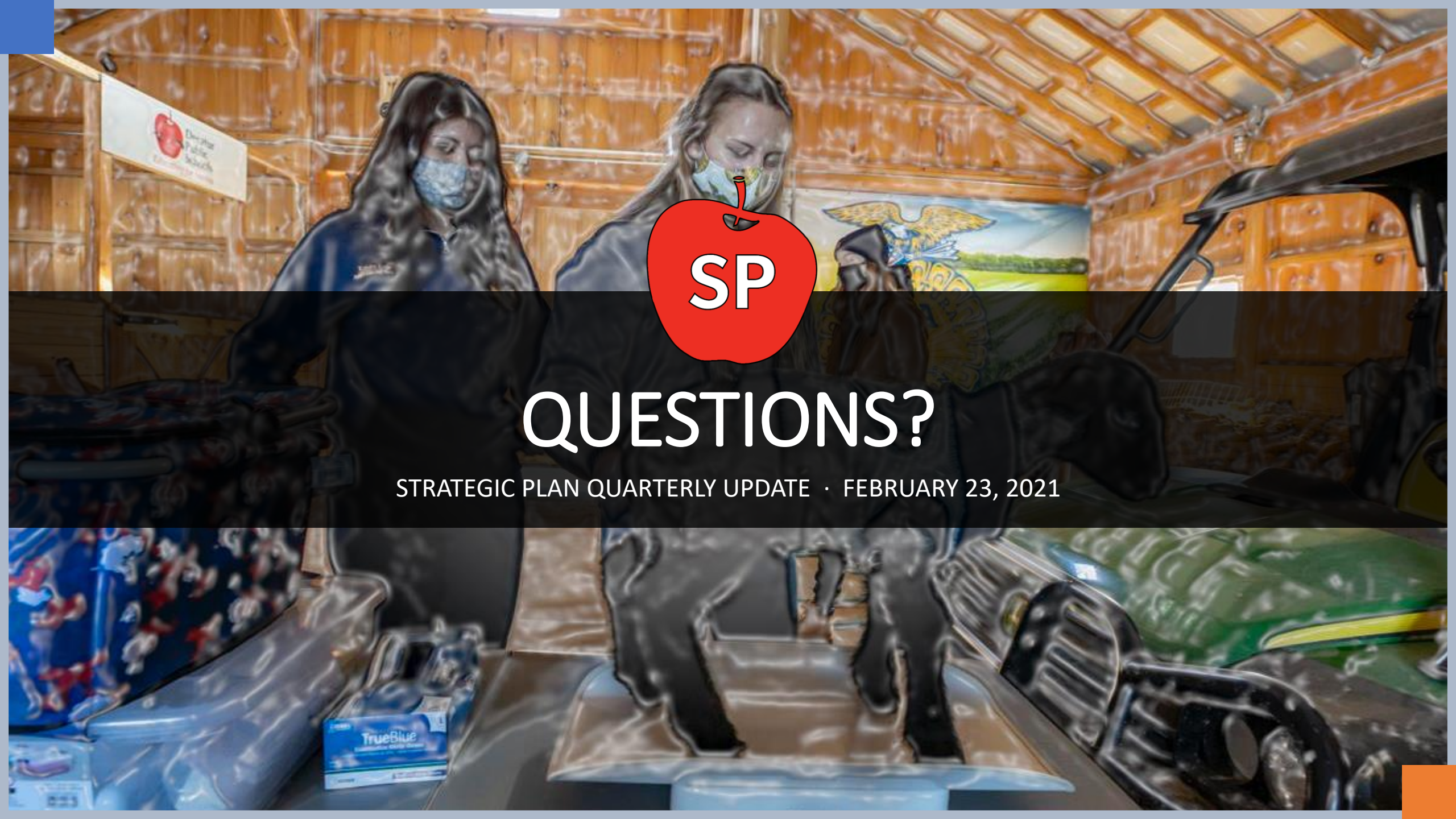
SP METRICS: MARKET SHARE





QUESTIONS?

STRATEGIC PLAN QUARTERLY UPDATE · FEBRUARY 23, 2021






Intentional Learning Plan

Decatur Public Schools 61

Board of Education Meeting
February 23, 2021





2020-21 STRATEGIC PLAN ANNUAL PRIORITIES

STRATEGY #3 WHOLE STUDENT

Establish a support network that will identify and address students' physical, social/emotional, and mental health needs to allow each student to reach their full potential

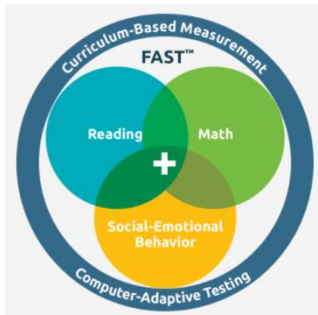
STRATEGY #1 STUDENT EXPERIENCE	STRATEGY #2 STUDENT ENVIRONMENTS	STRATEGY #3 WHOLE STUDENT	STRATEGY #4 STAFF	STRATEGY #5 COMMUNITY
Ensure unique, innovative learning experiences for all students	Ensure a student-focused environment that expands learning beyond the traditional expectations to engage students	Establish a support network that will identify and address students' physical, social/emotional, and mental health needs to allow each student to reach their full potential	Attract and retain talented and invested staff by ensuring they feel valued and supported	Create and foster mutually beneficial relationships throughout the community

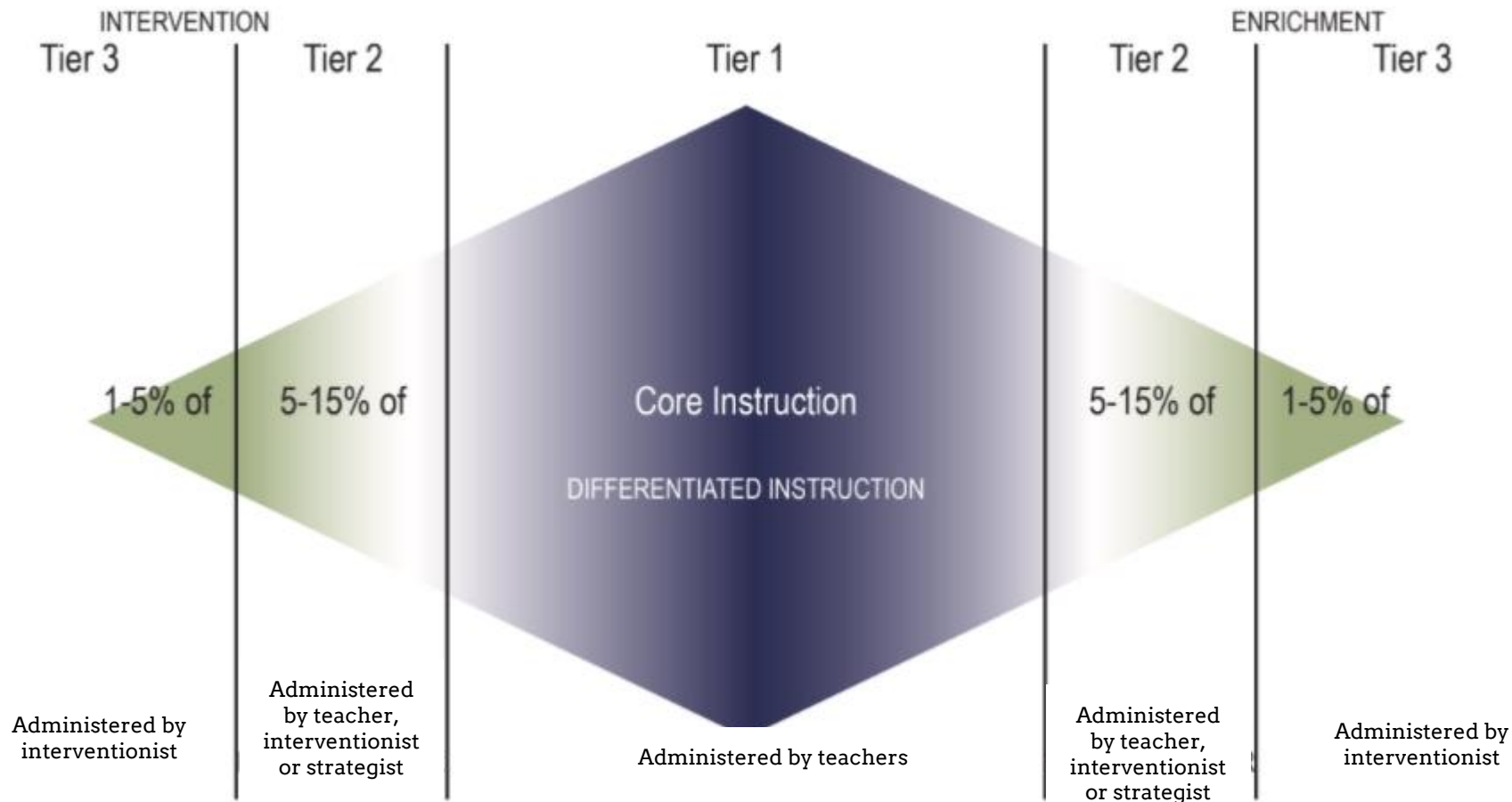
2020-21 STRATEGIC PLAN ANNUAL PRIORITY ACTION ITEMS

- Implement intentional learning experiences that develop each student's core academics, personal strengths, and individual interests, with an emphasis on Fine Arts as well as development of an Associate's Degree upon graduation program
- Deliver successful building consolidations
- Address the more frequent issue of student to student issues, including fighting, bullying, etc. Review and enhance appropriate protocols and identify best practices and developmental opportunities
- Identify tiered interventions for students in need
- Design and implement a fidelity monitoring plan for tiered interventions
- Build on mentoring program for first- and second-year staff
- Establish Aspiring Leadership Institute
- Develop recruiting strategies to attract a diverse pool of qualified, talented candidates
- Provide Equity Training for District Leadership and staff
- Broaden Customer CARE Awards to allow nomination from external audiences
- Offer a district-wide half-day and/or full day PreK program
- Convene a group of educators and employers to identify the skills, gaps, and current and future skill needs

Identify tiered interventions for students in need

Design and implement a fidelity monitoring plan for tiered interventions










Teaching & Learning Response to the Pandemic



STRATEGY #1 STUDENT EXPERIENCE

Ensure unique, innovative learning experiences for all students

- 
-  Implement intentional
 -  learning experiences that develop each student's core academics, personal strengths, and individual interests,

Department of Teaching & Learning Commitment

1. Create intentional alternative/additional instructional opportunities for all DPS students
2. Provide opportunities for students during instructional year and summer months
3. Ensure instructional opportunities incorporates an SEL focus
4. Ensure equity and inclusion in any model selected



Extended Learning Time Opportunities

Winter Break: K-8th Grade

December 21st-23rd & December 28th-30th

- Offered a total of 6 days/3 hrs per day
- ELA/Math focus
- Teachers supported current students in their classroom
- Teachers volunteered to support during this time
- Pre-Post assessments required to gather data to determine effectiveness and growth
- Other data points used are: student attendance, engagement

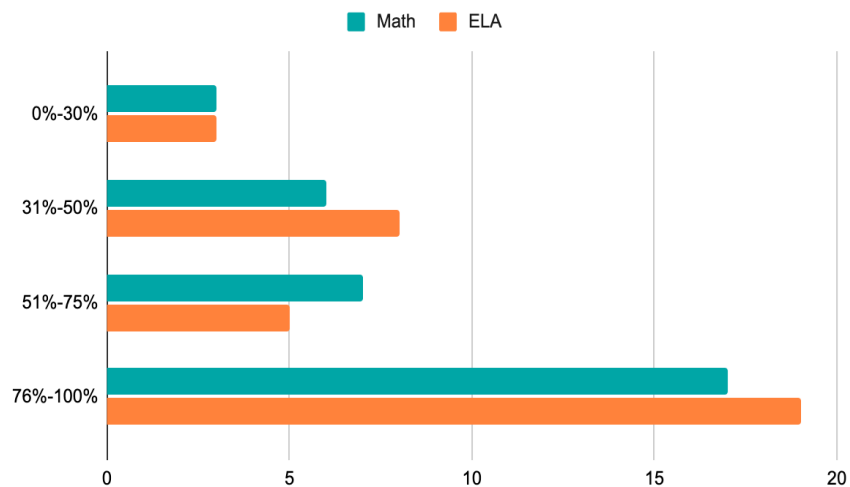
Spring Break: K-8th Grade

March 16th-18th

- Offered a total of 3 days/3 hrs per day
- ELA/Math focus
- Teachers will support current students in their classroom
- Teachers will volunteer and commit to support instruction during this time
- Pre-Post assessments required to gather data to determine effectiveness and growth
- Other data points used are: student attendance, engagement

Winter- Extended Learning Time Summary Data	
Number of Students	202
Number of Teachers	34
Number of Buildings	11
Overall Attendance	47.85%
	Average 3 days
Students attending 1-6 days	144
	67.12%
	Average 4 days
Grades	All grades Pre-K- 8 represented

Student Growth By Classroom



Buildings	Students Served
American Dreamer	12
Baum	22
Franklin	14
Harris	4
Hope	26
Montessori	47
Muffley	14
Oak Grove	1
Parsons	6
SDMS	42
South Shores	14
Total	202

Grade	Students Served
Pre K	2
K	29
1	32
2	11
3	15
4	29
5	21
6	4
7	26
8	33
Total	202

Extended Learning Time Opportunities

June-Restoration: June 1st-June 25th (PK-12 grade students)

- 4 week/4 day instructional window with an intentional focus on current grade level standards and skills
- Content Areas of focus: ELA & Math
- Model will entail students receiving high quality instruction from current teacher and/or teacher that has instructional expertise in that grade/content
- Breakfast/Lunch will be provided to students
- Partner with Macon Piatt to determine Life Skills and Cross Categorical support
- Individual/Combined School model will be considered for school sites

****Pending agreement with Union Leadership Team****

July-Acceleration: July 5th-July 30th (PK-12th grade students)

- 4 weeks/4 day instructional window with an intentional focus of upcoming grade level standards and skills
- Content Areas of focus: ELA, Math, & Science
- Model will entail students receiving high quality instruction from current teacher and/or teacher that has instructional expertise in that grade/content
- Breakfast/Lunch will be provided to students
- Partner with Macon Piatt to determine Life Skills and Cross Categorical support
- Individual/Combined School model will be considered for school sites

****Pending agreement with Union Leadership Team****

Extended Learning Time Staff Process

- Administrative application will be placed on district site for administrators to apply for building administrator position
- Staff application will be placed on district site for various certified and classified staff to apply for positions
- Building administrators will review and hire applicants for their individual/combined building
- Building administrators will conduct training with staff that provides insight on what the process will entail and instructional resources used

****Pending agreement with Union Leadership Team****



Extended Learning Time Next Steps

- Collaborate and meet with union leadership teams
- Confirm June/July dates and times
- Collaborate and meet with district and building leadership teams
- Meet with connecting departments to ensure all processes are in place: *Transportation, Food Service, Student Services, Buildings & Grounds, etc.*
- Hire building administrator and building staff
- Enroll any/all interested students into program
- Provide invitation letter to students/families that meet a minimum of 1 critical criteria areas: limited engagement/participation during instructional year, 85% or below attendance average, limited progress for standards based grading report, and/or D or lower grade average.
- Purchase/distribute instructional resources



Grade Extension

Grades 6-12 Grading Period Extension:

DPS will provide a 10 week grading period extension for any student that failed a course from March 2020 to present once we return to in-person instruction. The 10 week grading period extension will begin the first day DPS returns to in-person instruction.

The window would start March 22nd. This is already in place for students receiving an F the 2nd semester of last school year. The language in the Remote Learning Plan states they will have one grading period once we return to in-person learning. It will be extended through this school year for students to turn the F into a higher grade with the completion of work from the teacher.



Service Learning Hours

Graduation Requirements - Policy 6:300

DPS encourages service learning hours from all high school students, all high school students should have the number of service learning hours required for graduation up until March 2020.

Policy 6:300 Graduation Requirements was amended on January 26, 2021 to give the Superintendent of Schools the authority to modify graduation requirements during a state of emergency (i.e. World Wide Pandemic). Decatur Public Schools Superintendent of Schools has exercised this authority and amended the service learning hours requirement until further notice.



Retention Recommendations

	K	1	2	3	4	5	6	7	8	Total
School 1			1	2	3					6
School 2				3	7	1	25	16	16	68
School 3								12	17	29
Total										103

Student Success Committee Meetings: March 2021, April 2021 and May 2021

Review Personal Learning Plans, Interventions and Previous Years Performance

Recommendation (s): Extending Learning Options

Final Determination: After Summer School Sessions by Assistant Superintendent of Teaching and

Learning



Students with 50% or less attendance

Grade	Total Students	Attended 50% or Less		Grade	Total Students	Attended 50% or Less	
PK	607	208	34.27%	6	583	45	7.72%
K	683	104	15.23%	7	567	14	2.47%
1	704	86	12.22%	8	581	8	1.38%
2	641	94	14.66%	9	651	27	4.15%
3	626	52	8.31%	10	561	42	7.49%
4	611	57	9.33%	11	568	40	7.04%
5	620	57	9.19%	12	511	41	8.02%

Total	Total Students	Attended 50% or Less	
	8514	875	10.28%

All students will have the opportunity to attend any/all extended learning opportunities. Students with 50% or less attendance will receive a letter to attend. Participation may impact next grade level promotion.



Other Considerations

- Allocate funding to schools for After School Programming
- Allocate funding to schools for Saturday School Programming
- Allocate funding to schools for SEL Programs
 - “Friends” Academy
 - Grade Level Meet & Greet
- Extend the amount of time during the school day
- Add an RTI/MTSS instructional period for student specific targeted interventions
- Ensure that the MTSS process is implemented system-wide with integrity and fidelity



Other Programs

- SMASH Camps (Grades K through 8)
 - Hands-on learning
 - Project-based learning
- Extra-Curricular Camps
 - Arts Education
 - Band
 - Chess
- High School Credit Recovery
- Step Up to Kindergarten (Pre-K to Kindergarten)
- Step Up to Middle School (6th/7th to Stephen Decatur MS)
- Step Up to High School (8th to High School)

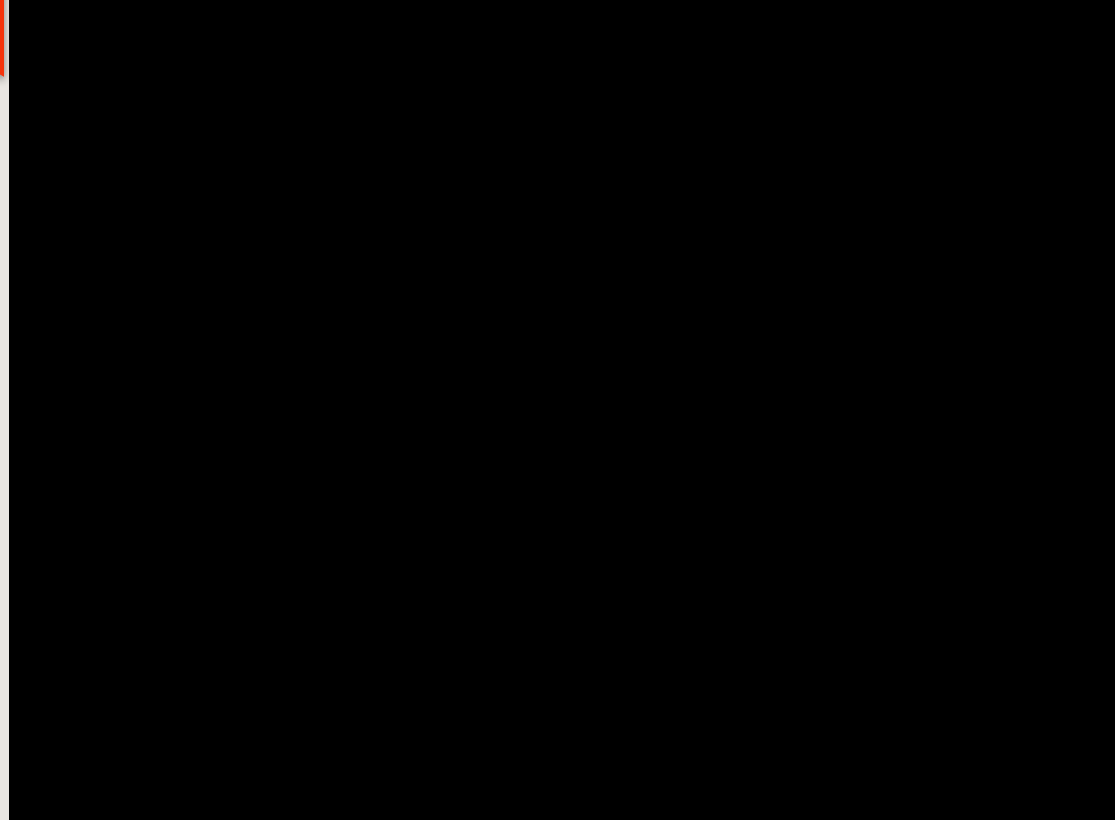




Thank you!

Questions?





Aligns to CCSSM Mathematical Practice 7: Look for and make use of structures (i.e. patterns, connections)
Aligns to Teaching Strategies Gold (Pre-K Curriculum) Benchmark 23. Demonstrates knowledge of patterns
Aligns to Preschool Learning Standard 8.A.ECa&b: Sort, order, compare and describe ... create simple patterns ...

Charlotte Wolf, Pre-K Student at Pershing Learning Center
Shelley Wolf, mother of Charlotte Wolf
Thank you for supporting DPS efforts



Board of Education Decatur Public School District #61

Date: February 23, 2021	Subject: Personnel Action
Initiated By: Deanne Hillman, Director of Human Resources, and the Human Resources Department	Attachments: 3 Pages of Personnel Action
Reviewed By: 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. *Personnel action supports the Department of Teaching and Learning by ensuring the most qualified staff are hired.*

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
From: Deanne Hillman
Human Resources Director
Date: February 18, 2021
Board Date: February 23, 2021
Re: Personnel Action

EMPLOYMENT RECOMMENDATIONS

TEACHER:

Name	Position	Effective Date
Kristi Caldwell	Teacher for the Deaf and Hard-of-Hearing, Macon Piatt	August 11, 2021
Daniel Provis	K-8 Music, American Dreamer STEM Academy (<i>Pending Licensure</i>)	August 11, 2021

Pending Licensure- will begin as a Substitute Teacher in the position until Illinois Teacher Licensure is received.

TEACHING ASSISTANT:

Name	Position	Effective Date
Alan Gabriel-Lamb	Life Skills Assistant, Montessori Academy for Peace, 6 hours per day	February 22, 2021

CUSTODIANS:

Name	Position	Effective Date
Jason Anderson	1st Shift Custodian, Buildings & Grounds, All Schools	February 16, 2021
Steven Collins	1st Shift Custodian, Buildings & Grounds, All Schools	February 16, 2021
Nick Kramer	2nd Shift Custodian, Oak Grove/MacArthur	February 16, 2021
Amber Mann	2nd Shift Custodian, American Dreamer STEM Academy/MacArthur	February 16, 2021

Marvis Parker	1st Shift Custodian, Buildings & Grounds, All Schools	February 16, 2021
Latrell Phillips	1st Shift Custodian, Buildings & Grounds, All Schools	February 16, 2021
Jamila Robinson	1st Shift Custodian, Buildings & Grounds, All Schools	February 16, 2021

SCHEDULE B:

Name	Position	Effective Date
Paige Brehm	Freshman Volleyball Coach, MacArthur	March 8, 2021
Gavin King	Middle School Cheerleading Coach, American Dreamer STEM Academy	February 12, 2021
Stephen Jones	Bowling Coach, MacArthur	February 1, 2021
Daniel Peters	JV Volleyball Coach, MacArthur	March 8, 2021
Monty Wilson	Assistant Boys Basketball Coach, MacArthur	February 9, 2021

TRANSFERS

TEACHER:

Name	Position	Effective Date
Shannon O'Connor	From Student Interventionist, Student Services to Social Worker, William Harris Learning Academy (<i>Pending Licensure</i>)	August 11, 2021

Pending Licensure- will begin as a Substitute Teacher in the position until Illinois Teacher Licensure is received.

RESIGNATIONS

TEACHERS:

Name	Position	Effective Date
Carrie Aultman	Grade 6, Hope Academy	End of the 2020-2021 School Year

TEACHING ASSISTANT:

Name	Position	Effective Date
Amy Newsome	Life Skills Assistant, Montessori Academy for Peace	End of the 2020-2021 School Year

TEAMSTERS:

Name	Position	Effective Date
James Koonce	Mail Driver, Teamsters	February 26, 2021

SCHEDULE B:

Name	Position	Effective Date
Carissa Craven	First Lego League Coach, American Dreamer STEM Academy	May 21, 2021

DIRECTOR'S CONTRACT
Fiscal Year 2021-2022

This Contract made and entered into this _____ day of _____ 2021 by and between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and Maurice Payne, (hereinafter "the Director"), ratified at the meeting of the Board held on February 23, 2021 as found in the minutes of that meeting.

IT IS AGREED:

1. Employment. The Director is hereby hired and retained from July 1, 2021 to June 30, 2022, as Director – Information Technology. The Director's work year shall be July 1, 2021 to June 30, 2022.

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 – Information Technology; 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 and holidays and holiday pay for the Director shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

3. Salary. The Board shall set the Director's salary. For the 2021-2022 fiscal year the amount of the Director's salary shall be an amount to be determined by the Board but not less than One Hundred Nine Thousand Four Hundred Fifty-Seven and 00/100 (\$109,457.00). The Director hereby agrees to devote such time, skill, labor and attention to his employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Director for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of a Board approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Director, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board approved amendment.

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

6. Academic Improvement and Student Performance Goals. This Contract is a performance-based Contract linked to student performance and academic improvement of the District. The Director shall strive to meet the goals during the term of this Contract. The parties agree the goals and indicators are linked to student performance and academic improvement of the District.

Annually, the Director, with the assistance of his administrative team, shall:

(a) evaluate student performance, which shall include, but not be limited to student performance on standardized tests, completion of the curriculum, attendance and dropout rates:

(b) review the curriculum and instructional services of the District as they impact his school; and

(c) report to the Board on his findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance.

In addition, the parties agree that in the initial year of this Contract, July 1, 2021, through June 30, 2022, the Director shall develop goals to enhance student performance and academic achievement in his building as well as the indicators to measure same. The goals and indicators will be submitted to the Board not later than the January 2022 Board Meeting for discussion and approval.

7. Evaluation. Annually, but no later than March 1st of each year, the Assistant Superintendent or designee shall review with the Director Director's progress toward established goals and working relationships among the Superintendent, the District leadership team, other Directors, the faculty, the staff and the community, and shall consider the Director's annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the Director in writing within 30 days following the evaluation, pursuant to the District's evaluation plan for Administrators.

8. 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.

9. Other Work. With the permission of the Board, after timely notification of the Superintendent by the Director, 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 his duties as Director.

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 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 shall also be sufficient cause for purposes of discharge as provided in this Contract.

11. Termination by Contract. During the term of this Contract, the Board and Director may mutually agree, in writing, to terminate this Contract. The termination and/or reclassification at the end of the term of this Contract shall be as provided by law.

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

13. 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.

14. 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.

15. Membership Dues. The Board shall pay the cost of the Director's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

16. Medical Insurance. The 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 (May 12, 2020).

17. Life Insurance. The Director shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

18. Vacation. The Director shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

19. Sick Leave and Personal Leave. The 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 (May 12, 2020).

20. 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.

21. Criminal Records Check. Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.

22. Residency. The Director's residency within the boundaries of the District was required at the time of his initial employment and shall be required during the entire term of his employment by the District.

23. Notice. Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

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

To the Director:
Maurice Payne
last known address

24. Headings. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.

25. Contract Extension. At the end of any year of this Contract, the Board and Director may mutually agree to extend the employment of the Director for a multi-year period of up to five (5) years. In such event, the Board shall take specific action to discontinue this Contract and enter into a multi-year Contract of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify the Director in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.

26. Copies of Contract. This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

27. Severability. It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

28. Jurisdiction. This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

29. Complete Understanding. This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written.

30. Relevant Law. This Contract is authorized under the provisions of The School Code.

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

Director

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

By: _____
President

ATTEST:

Secretary

DIRECTOR'S CONTRACT
Fiscal Year 2021-2022

This Contract made and entered into this _____ day of _____ 2021 by and between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and Henry Walker, (hereinafter "the Director"), ratified at the meeting of the Board held on February 23, 2021 as found in the minutes of that meeting.

IT IS AGREED:

1. Employment. The Director is hereby hired and retained from July 1, 2021 to June 30, 2022, as Director – Operations. The Director's work year shall be July 1, 2021 to June 30, 2022.

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 – Operations; 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 and holidays and holiday pay for the Director shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

3. Salary. The Board shall set the Director's salary. For the 2021-2022 fiscal year the amount of the Director's salary shall be an amount to be determined by the Board but in no case less than One Hundred Nine Thousand Three Hundred Five Dollars and 00/100 (\$109,305.00) annually. The Director hereby agrees to devote such time, skill, labor and attention to his employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Director for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of a Board approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Director, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board approved amendment.

4. Pension. In addition to the salary of the Director as set forth hereinabove in paragraph 3, the Board shall pay 9.8901% of the salary set forth in paragraph 3 (or 9% deducted from the resulting gross. The resulting gross shall be computed by adding the salary in paragraph 3 to 9.8901% of the salary paragraph 3) as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this contract, shall be creditable earnings for purposes of Teacher Retirement System pension calculations and 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.

6. Academic Improvement and Student Performance Goals. This Contract is a performance-based Contract linked to student performance and academic improvement of the District. The Director shall strive to meet the goals during the term of this Contract. The parties agree the goals and indicators are linked to student performance and academic improvement of the District.

Annually, the Director, with the assistance of his administrative team, shall:

(a) evaluate student performance, which shall include, but not be limited to student performance on standardized tests, completion of the curriculum, attendance and dropout rates:

(b) review the curriculum and instructional services of the District; and

(c) report to the Board on his findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of his evaluation of student performance.

In addition, the parties agree that in the initial year of this Contract, July 1, 2021, through June 30, 2022, the Director shall develop goals to enhance student performance and academic achievement as well as the indicators to measure same. The goals and indicators will be submitted to the Board not later than the January 2022 Board Meeting for discussion and approval.

7. Evaluation. Annually, but no later than March 1st of each year, the Assistant Superintendent or designee shall review with the Director Director's progress toward established goals and working relationships among the Superintendent, the District leadership team, other Directors, the faculty, the staff and the community, and shall consider the Director's annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the Director in writing within 30 days following the evaluation, pursuant to the District's evaluation plan for Administrators.

8. 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.

9. Other Work. With the permission of the Board, after timely notification of the Superintendent by the Director, 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 his duties as Director.

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 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 shall also be sufficient cause for purposes of discharge as provided in this Contract.

11. Termination by Contract. During the term of this Contract, the Board and Director may mutually agree, in writing, to terminate this Contract. The termination at the end of the term of this Contract shall be as provided by law.

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

13. 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.

14. 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.

15. Membership Dues. The Board shall pay the cost of the Director's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

16. Medical Insurance. The 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 (May 12, 2020).

17. Life Insurance. The Director shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

18. Vacation. The Director shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

19. Sick Leave and Personal Leave. The 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 (May 12, 2020).

20. 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.

21. Criminal Records Check. Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.

22. Residency. The Director's residency within the boundaries of the District was required at the time of his initial employment and shall be required during the entire term of his employment by the District.

23. Notice. Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

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

To the Director:
Henry Walker
last known address

24. Headings. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.

25. Contract Extension. At the end of any year of this Contract, the Board and Director may mutually agree to extend the employment of the Director for a multi-year period of up to five (5) years. In such event, the Board shall take specific action to discontinue this Contract and enter into a multi-year Contract of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify the Director in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.

26. Copies of Contract. This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

27. Severability. It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State

of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

28. Jurisdiction. This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

29. Complete Understanding. This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written.

30. Relevant Law. This Contract is authorized under the provisions of 105 ILCS 5/10-23.8a.

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

Director

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

By: _____
President

ATTEST:

Secretary

PRINCIPAL'S CONTRACT
Fiscal Year 2021-22

This Contract made and entered into this _____ day of _____ 2021 by and between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and Mary Brady, (hereinafter "the Principal"), ratified at the meeting of the Board held on February 23, 2021 as found in the minutes of that meeting.

IT IS AGREED:

1. Employment. The Principal is hereby hired and retained from July 1, 2021 to June 30, 2022, as Principal - Elementary.

2. Duties. The duties and responsibilities of the Principal shall be all those duties incident to the office of the Principal 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 Principal - Elementary; and to perform such other duties normally performed by a Principal as from time to time may be assigned to the Principal by the Superintendent of Schools or the Board. The work day, work year, contract year and holidays and holiday pay for the Principal shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

3. Salary. The Board shall set the Principal's salary. For the 2021-2022 fiscal year the amount of the Principal's salary shall be set by the Board but shall not be less than Ninety-Six Thousand and Ninety 00/100 Dollars (\$96,090.00) per annum. The Principal 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 Principal for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of a Board approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Principal, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board approved amendment.

4. Pension. In addition to the salary of the Principal as set forth hereinabove in paragraph 3, the Board shall pay 9.8901% of the salary set forth in paragraph 3 (or 9% deducted from the resulting gross. The resulting gross shall be computed by adding the salary in paragraph 3 to 9.8901% of the salary paragraph 3) as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this contract, shall be creditable earnings for purposes of Teacher Retirement System pension calculations and Principal 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 Principal 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 Principal to the Teacher Health Insurance Security Fund.

6. Academic Improvement and Student Performance Goals. This Contract is a performance-based Contract linked to student performance and academic improvement of the District. The Principal shall strive to meet the goals during the term of this Contract. The parties agree the goals and indicators are linked to student performance and academic improvement of the District.

Annually, the Principal, with the assistance of her administrative team, shall:

(a) evaluate student performance, which shall include, but not be limited to student performance on standardized tests, completion of the curriculum, attendance and dropout rates:

(b) review the curriculum and instructional services of the District as they impact her school; and

(c) report to the Board on her findings as to (i) student performance and (ii) recommendations, if any, for curriculum or instructional changes as a result of her evaluation of student performance.

In addition, the parties agree that in the initial year of this Contract, July 1, 2018, through June 30, 2019, the Principal shall develop goals to enhance student performance and academic achievement in her building as well as the indicators to measure same. The goals and indicators will be submitted to the Board not later than the January 2022 Board Meeting for discussion and approval.

7. Evaluation. Annually, but no later than March 1st of each year, the Assistant Superintendent or designee shall review with the Principal's progress toward established goals and working relationships among the Superintendent, the District leadership team, other Principals, the faculty, the staff and the community, and shall consider the Principal's annual salary for the next subsequent year (if any). A summary of the evaluation will be provided to the Principal in writing within 30 days following the evaluation, pursuant to the District's evaluation plan for Administrators.

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

9. Other Work. With the permission of the Superintendent or Assistant Superintendent in advance, Principal 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 Principal.

10. Discharge for Good Cause. Throughout the term of this Contract, the Principal shall be subject to discharge for good cause provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and that the Principal shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Principal chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Principal. Failure to comply with the terms and conditions of this Contract shall also be sufficient cause for purposes of discharge as provided in this Contract.

11. Termination by Contract. During the term of this Contract, the Board and Principal may mutually agree, in writing, to terminate this Contract. The termination and/or reclassification at the end of the term of this Contract shall be as provided by law.

12. Referrals to Principal. The Board collectively and individually and the Superintendent shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Principal for study and recommendation.

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

14. Reimbursement for Use of Personal Car. The Board shall pay the Internal Revenue Service rate to the Principal for vouchered reimbursable mileage expenses incurred by the Principal while using the Principal's personal vehicle for the conduct of approved District business. Reimbursement shall be pursuant to the District's policies, rules and regulations.

15. Membership Dues. The Board shall pay the cost of the Principal's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

16. Medical Insurance. The Principal shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

17. Life Insurance. The Principal shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

18. Vacation. The Principal shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

19. Sick Leave and Personal Leave. The Principal shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

20. Disability. Should the Principal be unable to perform the duties and obligations of

this Contract, by reason of illness, accident or other cause beyond the Principal'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 Principal'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 Principal shall provide medical evidence of illness to the Board President upon request.

21. Criminal Records Check. Pursuant to 105 ILCS 5/10-21.9, Boards of Education are prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the fingerprint-based criminal records check required by Illinois law is not completed at the time this Contract is signed, and any subsequent investigation or report reveals there has been such a conviction, this Contract shall immediately become null and void.

22. Residency. The Principal's residency within the boundaries of the District was required at the time of her initial employment and shall be required during the entire term of her employment by the District.

23. Notice. Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

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

To the Principal:
Mary Brady
last known address

24. Headings. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.

25. Contract Extension. At the end of any year of this Contract, the Board and Principal may mutually agree to extend the employment of the Principal for a multi-year period of up to five (5) years. In such event, the Board shall take specific action to discontinue this Contract and enter into a multi-year Contract of Employment as allowed by law. Notwithstanding the foregoing, prior to April 1 of the year in which this Contract expires, the Board shall take action to extend or not to extend the terms of this Contract for one additional year, and shall notify the Principal in writing of such action. Failure of the Board to take such action shall extend this Contract for one (1) additional year.

26. Copies of Contract. This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

27. Severability. It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

28. Jurisdiction. This Contract has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

29. Complete Understanding. This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written.

30. Relevant Law. This Contract is authorized under the provisions of 105 ILCS 5/10-23.8a.

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

Principal

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

By: _____
President

ATTEST:

Secretary

DIRECTOR'S CONTRACT

Fiscal Year 2021-2022, 2022-2023, 2023-2024, 2024-2025, and 2025-2026

This Contract made and entered into this day of February 23, 2021 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 February 18, 2021 as found in the minutes of that meeting and as ratified by Administrative District at the meeting of its Board of Education held on February 23, 2021 as found in the minutes of that meeting.

IT IS AGREED:

1. Employment. The Director is hereby hired and retained from July 1, 2021 to June 30, 2026, 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 (May 12, 2020).

3. Salary. The Board shall set the Director's salary. For the 2021-2022 year, the Director shall receive a step on the 2021-2022 Administrator's Salary Schedule. The Director's salary shall not be less than the salary determined by the administrative district for the Director of Special Education for the previous year. For the remaining years, 2022-2023, 2023-2024, 2024-2025, and 2025-2026, the Director shall be given a 5.75% increase each year, in anticipation of retirement. Contemporaneous with the execution of this contract, the Director shall submit to the Macon Piatt Board an irrevocable letter of retirement for retirement date of June 30, 2026.

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 licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of an approved 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 1st 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 good 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 10 a. b. c. d. or f. without payment of the liquidated damages.

12. Reappointment. On or before February 1, 2026, the Director shall have the obligation to inform the Board of her of retirement date of June 30, 2026.

13. 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.

14. 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.

15. 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.

16. 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 (May 12, 2020).

17. 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 (May 12, 2020).

18. Life Insurance. Director shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

19. Vacation. Director shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (May 12, 2020).

20. 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 (May 12, 2020).

21. 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.

22. 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.

23. Notice. Any notice required under this Contract shall be in writing and shall become effective on the day of mailing thereof by first class, registered or certified mail, postage prepaid, addressed:

To the Director:
Kathleen Horath
Address on File

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

24. Headings. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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 P Horath
Director

Macon-Piatt Board of Directors

By: Jim Zimmerman
Board Chairperson

ATTEST:

Nickie L. Webb
Secretary

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

By: _____
President

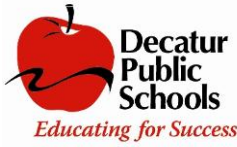
ATTEST:

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

Date: February 23, 2021	Subject: Updated Boundary Recommendations
Initiated By: Mr. Lawrence Trimble, Director of Student Services District Boundary Committee	Attachments:
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The Decatur Public Schools Boundary Committee began work in February of 2019 to evaluate and assess the attendance boundaries for DPS #61. The committee submitted recommendations to the Board of Education regarding the updates to the boundaries that would coincide with building consolidations. The Board of Education approved those boundary recommendations in January of 2020. Since the approval of boundary changes, building enrollement and boundary demographics have been monitored by Student Services. During this analysis of data, while projecting enrollment for the 21/22 school year, it has been determined that the recommended approved boundaries would need adjusted to accommodate student enrollment. Therefore, district leaders from Executive Cabinet, Transporation, and Student Services reviewed the current enrollment trends and made recommendations for adjustments. Additionally, two Boundary Committee meetings were held for the committee’s review and input regarding the adjustments to the approved boundaries. All input has been compiled and considered for the boundary updates. *Establishing school boundaries allows supports Teaching and Learning by allowing for proper staffing.*

CURRENT CONSIDERATIONS:

The Director of Student Services and Boundary Committee would like the Board of Education to consider the approval of the adjustments to the boundaries as presented at the special board meeting on February 17, 2021.

FINANCIAL CONSIDERATIONS:

None.

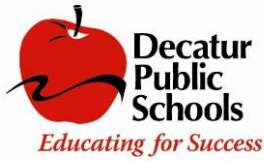
STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the recommendations from the Boundary Committee to begin the implementation process of changing Decatur Public School District’s school boundaries as presented.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____



Board of Education Decatur Public School District #61

Date: February 23, 2021	Subject: Building Transitions Beginning 2021-2022 School Year and Closures at the End of 2020-2021 School Year
Initiated By: Dr. Paul Fregeau, Superintendent	Attachments:
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

During the November 17, 2020 Board of Education meeting, the Executive Cabinet presented recommendations pertaining to consolidations/transitions and closures throughout District 61. This goal aligns with the current five-year Strategic Plan/Annual Priorities and the **BOLD** Plan.

During this process, the main goal was to consolidate buildings with a future cost savings for the District based off the Demographer’s Report regarding enrollment that was given during the April 24, 2018 Board meeting. *Consolidation of buildings supports Teaching and Learning by allowing for the consolidation of services.*

CURRENT CONSIDERATIONS:

In accordance with Administrative Procedure 4:150-APDI Opening or Closing an Attendance Center, Administration presented a recommendation to regarding building closures and transitions/consolidations during the November 17, 2020 regular Board of Education meeting and the February 17, 2021 special Board of Education meeting. Final action on the recommendation shall be taken by the Board no later than its last regular meeting in February. Once the recommendation was made, time will be allowed for members of the public to make brief statements of not more than three (3) minutes in length.

FINANCIAL CONSIDERATIONS:

None at this time.

STAFF RECOMMENDATION:

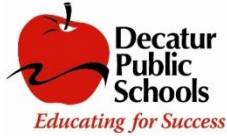
The Administration respectfully requests the Board of Education approve the following recommendations that the District plans to accomplish by August 2021:

- 1) Open Johns Hill Magnet School in brand new building.
- 2) Close Oak Grove Elementary School – most students will transition to Franklin Grove Elementary.
- 3) Complete transition for new elementary school boundaries.
- 4) Keep Garfield and Stevenson schools in the District's current building inventory to utilize as a contingency should overflow issues arise in any of our schools.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____



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

Date: February 23, 2021	Subject: Resolution Authorizing the Abatement of Working Cash Fund
Initiated By: Mary Ann Schloz, Assistant Director of Finance and Special Programs	Attachments: Resolution Authorizing the Abatement of Working Cash Fund
Reviewed By: Dr. Todd Covault, Treasurer and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

At the January 12, 2021 board meeting, the District approved a resolution to issue the final \$18,890,000 in bonds for the Building better Opportunities for Learning in Decatur (**BOLD**) Facility Plan. *This supports the efforts of Teaching and Learning through providing safe spaces for students to learn.* On February 18, 2021, the proceeds from the respective bond issuance closed and the funds were wired transferred to the District.

CURRENT CONSIDERATIONS:

The District has no authority to expend funds from the Working Cash Fund. In order to make the funds available, the funds must be abated (moved) from the Working Cash Fund (70) to the Capital Projects Fund (60). The attached resolution authorizes the Treasurer to abate \$18,890,000 from the Working Cash Fund to the fund in most need, the Capital Projects Fund.

FINANCIAL CONSIDERATIONS:

Funds will be used for associated expenses for the **BOLD** Facility Plan.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the resolution as submitted to abate \$18,890,000 from the Working Cash Fund to the Capital Projects Fund, the fund in most need.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____

**RESOLUTION AUTHORIZING THE
ABATEMENT OF WORKING CASH FUND**

WHEREAS, the Board of Education (the “Board”) of Decatur Public School District No. 61 (the “District”) has heretofore created and established a working cash fund in and for the District, pursuant to Article 20 of the Illinois School Code, 105 ILCS 5/20-1, *et seq.* (the “Fund”); and

WHEREAS, the Board is authorized by law to abate the Fund and direct the partial permanent transfer of moneys in that Fund to any fund or funds of the District most in need of the money, provided that the District maintains an amount to the credit of the Working Cash Fund, including taxes levied pursuant to Section 20-3 of the School Code and not yet collected and amounts transferred pursuant to Section 20-4 of the School Code and to be reimbursed to the Working Cash Fund, at least equal to 0.05% of the then current value, as equalized or assessed by the Department of Revenue, of the taxable property in the District; and

WHEREAS, the Board of Education hereby determines and finds that the Capital Projects Fund is the fund of the District most in need of the money; and

WHEREAS, the current balance of the Working Cash Fund, including any taxes levied but not yet collected, is Twenty-Seven Million, One Hundred Ninety-one Thousand, Three Hundred Twenty-two Dollars and Twenty-Nine Cents (\$27,191,322.29); and

WHEREAS, any moneys which have heretofore been transferred from the Working Cash Fund to another fund of the District pursuant to Section 20-4 of the School Code have been repaid to the Working Cash Fund in full; and

WHEREAS, an abatement of the Working Cash Fund and a transfer of Eighteen Million, Eight Hundred Ninety Thousand Dollars and Zero Cents (\$18,890,000) from that Fund to the

Capital Projects Fund will maintain an amount to the credit of the Working Cash Fund sufficient to meet the minimum requirement of the School Code; and

WHEREAS, the Board has determined and does hereby determine that it is necessary and in the best interests of the District that the Working Cash Fund be abated so that the sum of Eighteen Million, Eight Hundred Ninety Thousand Dollars and Zero Cents (\$18,890,000) be permanently transferred to the Capital Projects Fund;

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

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

Section 2. That the Working Cash Fund be abated effective February 24, 2021, so that the sum of Eighteen Million, Eight Hundred Ninety Thousand Dollars and Zero Cents (\$18,890,000) shall be permanently transferred to the Capital Projects Fund and may be used for such purposes as are allowable for the Capital Projects Fund.

Section 3. That, except as so abated, the Working Cash Fund shall continue to be used for the purposes for which it was created.

Section 4. That all resolutions or parts thereof in conflict herewith shall be and the same are hereby repealed and that this resolution shall be in effect forthwith upon its adoption.

ADOPTED this 23rd day of February 2021, by the following roll-call vote:

AYES: _____

NAYS: _____

ABSENT: _____

President, Board of Education

ATTEST:

Secretary, Board of Education

CERTIFICATION

I, _____, Secretary of the Board of Education of Decatur Public School District No. 61, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Board of Education on February 23, 2021, by the following roll-call vote:

AYES: _____

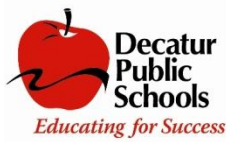
NAYS: _____

ABSENT: _____,

and that the motion was duly declared carried by the President of the Board.

Dated this _____ day of _____, 2021.

Secretary, Board of Education



Board of Education Decatur Public School District #61

Date: February 23, 2021	Subject: Bids for American Dreamer STEM Academy
Initiated By: Dr. Todd Covault, EdD, Chief Operational Officer	Attachments: <ul style="list-style-type: none"> • Bid Tabulation • Good Faith Effort Evaluation and Recommendation for Minority Business Enterprise (MBE) Goals
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The District decommissioned Johns Hill and Durfee Schools through the Health Life Safety (HLS) process generating approximately \$32 million in revenues for the Building better Opportunities for Learning in Decatur (BOLD) Facility Plan. In order to make full use of the HLS funding, the District is responsible for duplicating the square footage associated with the two decommissioned buildings. *Providing exceptional learnings spacing for the district’s students is conducive to the Teaching and Learning process.*

CURRENT CONSIDERATIONS:

With the new construction at Johns Hill, Parsons, Franklin Grove, Muffley, and South Shores, the District is 186 square feet short of the “duplication” mark. The last 186 square feet will be constructed in a small addition at American Dreamer, allowing the library space to move to the front of the building. Classrooms will be constructed in the vacated library providing for the added middle school programming.

The District received six competitive bids for the American Dreamer project with Christy-Foltz, Inc. being the lowest responsible bid. The base bid is for the Library Addition and Classroom remodel, Alternate #1 provides for window and door replacements in the multipurpose room, and Alternate #2 provides for the replacement of the building fire alarm.

The Good Faith Effort Committee reviewed the bids and associated documentation toward meeting the District’s Minority Business Enterprise Goal and found the effort to be adequate as noted in the attached report.

FINANCIAL CONSIDERATIONS:

The lowest bid including the two alternates is from Christy-Foltz, Inc. in the amount of \$1,121,392. The Health Life Safety Fund (90), representing the remaining 186 square feet would cover \$42,927 of the project while the remaining \$1,078,465 would be paid from the Capital Projects Fund (60).

STAFF RECOMMENDATION:

The Administration recommends that the Board award the American Dreamer project, including alternate #1 and #2 to Christy-Foltz, Inc. in the total of \$1,121,392.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____



February 15, 2021

Decatur Public School District 61
101 W Cerro Gordo Street
Decatur, IL 62523

Re: American Dreamer STEM Academy: Library and Classroom Additions
BLDD Project #186EX16.407
BID TABULATION

Enclosed is a Bid Tabulation Form showing the results of the bids opened on 2/9/2021 for the above-referenced project. We have reviewed the bid of Christy-Foltz, Inc., and it appears to be in order.

Please advise if the Owner intends to accept the Base Bid and Alternate Bids A-1, and A-2 as submitted by Christy-Foltz Inc., in the amount of \$1,121,392.00.

We also recommend maintaining a construction contingency of approximately \$100,000 to cover unforeseen conditions that may occur during construction.

Please notify us of the board's actions concerning this bid, as well as your time frame for establishing a pre-construction conference and issuing a Notice to Proceed.

Sincerely,

BLDD Architects, Inc.

A handwritten signature in black ink, appearing to read "Kimberly Kurtenbach", written in a cursive style.

Kimberly Kurtenbach, AIA, LEED AP®, REFP
Project Architect

enclosures

H:\CI\186EX16.407 DPS American Dreamer STEM Lab (Enterprise)\Information\Bidding\Bid Tab Ltr.docx

Bid Tabulation Form

DATE: 2/9/2021
TIME: 1:30 p.m.

PROJECT NAME: American Dreamer STEM Academy Library and Classroom Additions
CLIENT: DPS District #61
LOCATION: E - Bid
BLDD PROJECT: 186EX16.407

Contractor	Bid Bond	Addendum Received		Base Bid All work associated with the American Dreamer STEM Academy: Library and Classroom Additions	Alternate A-1 Multipurpose room window and door replacement	Alternate A-2 Fire alarm system replacement throughout entire facility	Total
Catalyst Construction Inc.	5%	Yes		\$ 1,150,000.00	\$ 50,000.00	\$ 32,000.00	\$ 1,232,000.00
Christy-Foltz, Inc.	5%	Yes		\$ 1,047,348.00	\$ 45,957.00	\$ 28,087.00	\$ 1,121,392.00
Diamond Design & Construction, Inc.	5%	Yes		\$ 1,164,000.00	\$ 51,750.00	\$ 25,819.00	\$ 1,241,569.00
Felmley-Dickerson Co.	5%	Yes		\$ 1,150,000.00	\$ 42,000.00	\$ 27,000.00	\$ 1,219,000.00
Grunloh Constuction Inc.	5%	Yes		\$ 1,072,000.00	\$ 43,000.00	\$ 27,000.00	\$ 1,142,000.00
Petry-Kuhne Co.	5%	Yes		\$ 1,195,000.00	\$ 35,400.00	\$ 39,000.00	\$ 1,269,400.00

Decatur Public School District #61

American Dreamer STEM Academy Library and Classroom Additions

Good Faith Effort Evaluation and Recommendation for Minority Business Enterprise (MBE) Goals

Period of GFE Review: February 10, 2021—February 15, 2021

Date of Final Recommendation: February 15, 2021

Good Faith Effort Recommendation

The recommendation is that the documentation of good faith effort by the lowest bidder is sufficient to have them determined as a responsive bidder. Therefore, based on their bid, including proposed MBE utilization, the award of the construction contract should be made to Christy-Foltz.

In the opinion of the good faith effort committee, Christy-Foltz did solicit broadly in a number of ways and performed follow-up. However, they largely excluded MBE suppliers in their solicitation and follow-up. Where they received bids from MBE contractors and a supplier they had not solicited, they utilized those bids. CSS, an MBE supplier provided bids without being solicited to almost all prime bidders (where it could be determined). Christy-Foltz utilized CSS's bid. Through a phone call with TANK Construction Supplies LLC it was determined they did not provide their bid to all potential bidders, even though they received the plan holders prime bidders list.

Methodology

Consultant called each prime bidder between February 11 and 12. Successful in speaking with three lowest prime bidders as of Friday, February 12, 10:00 am. Voice mails left with remaining three. During phone calls, topics discussed were:

- a) review of documentation and explaining any gaps,
- b) confirming MBEs that supplied bids or who were bidding and did not,
- c) reasons for rejection of MBE bids,
- d) how MBE vendors were solicited,
- e) how follow-up was conducted with MBE vendors, and
- f) issues with bidding documents or procedures related to achieving MBE goals.

Issues reported or feedback related to bidding documents or MBE procedures were:

- 1.) Issue: The *Letter of Intent to Subcontract* is difficult to get signed by MBEs and turned around on bid day. Need more time (1 additional day) to submit to owner.
- 2.) Feedback: MBE utilization obtained by 1st tier majority subcontractors to the prime bidder should be counted towards meeting MBE goals. (Suggestion as feedback)
- 3.) Feedback: 1st tier majority subcontractors need to be educated to obtain correct current and valid MBE certification if their MBE utilization is to be counted towards meeting the MBE goal. Often no certification or incorrect certification is offered. (Suggestion as feedback)

A discussion was held with the prime bidder that met the goal (Felmley-Dickerson) and their MBE supplier (TANK Construction Supplies LLC). TANK did not send their quote for furniture, casework, doors and frames to any other bidders. TANK is supplying Felmley-Dickerson construction materials for their project with the City of Decatur fire station project.

Good faith effort documentation received from Christy-Foltz and Grunloh did not show TANK Construction Supplies LLC were solicited to provide bids on subject project.

Owner’s Measures Undertaken to Encourage Meeting or Exceeding the Minority Business Enterprise (MBE) Goal

- 1.) Revised and updated bidding documents to:
 - a. Reinforce the importance of prime bidders meeting the MBE goal with 1st tier MBE subcontractors/suppliers
 - b. Identified a broad set of acceptable MBE certifying agencies
 - c. Identified examples of required MBE certification documentation
 - d. Revised the bid form to include an MBE utilization plan
 - e. Identified the required documentation to demonstrate good faith effort
 - f. Identified and included a *Letter of Intent to Subcontract* with MBE vendors identified in the MBE utilization plan.
 - g. Identified a list of forty seven (47) local and regional MBE subcontractors and suppliers across all trades and supply categories
- 2.) Performed prebid meeting with MBEs to increase awareness of subject project and procedures required of prime bidders to document solicitation and utilization of MBE vendors.
- 3.) Performed prebid meeting with majority prime bidders to make them aware of new requirements and procedures to solicit and utilize MBEs.
- 4.) Dr. Paul Fregeau, Superintendent DPSD #61, signed and distributed a letter to majority prime bidders reminding and encouraging them to partner with DPSD #61 in meeting its MBE goal.
- 5.) Provided one calendar day after bid opening to submit good faith effort documentation including signed Letter(s) of Intent to Subcontract, missing MBE vendors on bid utilization plan, and include correct MBE certification documentation

Good Faith Effort Documentation Evaluation Summary

Table 1. Base Bid Only--Prime Bidder Tier 1 MBE Goal Achievement
 "C" = Contractor, "S" = Supplier

Prime Bidder (Low to High)	\$, Base Bid	MBE Goal \$ (@15%)	MBE Goal \$ Achieved	MBE Goal Achieved, %	MBE Vendor(s)
Christy-Foltz	\$1,047,348 Delta 2 nd Low: + \$24,652 Delta: 3 rd Low: +\$102,652	\$157,102	\$12,000 + \$2,147 + \$3,275 = \$17,422	1.66 %	New Beginnings (C), CSS (S), and Buddy's Grounds

					Maintenance (C)
Grunloh Construction	\$1,072,000	\$160,800	\$18,500	1.73 %	New Beginnings Contractors Inc. (C)
Felmley-Dickerson	\$1,150,000	\$172,500	\$183,531	15.95 %	New Beginnings (C), CSS Co. (S), TANK Construction Supplies (S)
Catalyst	\$1,150,000	\$172,500	\$18,500	1.61 %	New Beginnings Contractors Inc. (C)
Diamond Design & Construction	\$1,164,000	\$174,000	\$174,000	15.00 %	Diamond Design & Construction (C)
Petry-Kuhne Co	\$1,195,000	\$179,250	\$42,450	3.55 %	Buddy's Landscaping (C), LB Hall (C), GIVSCO (C), CSS Co. (S)

The MBE utilization in Table 1 is for 1st tier MBE subcontractors and suppliers. Chrisry-Foltz, Grunloh Construction, Catalyst and Petry-Kuhne utilized 1st tier majority subcontractors that also included MBE contractors and suppliers, however these MBE vendors at this 2nd tier participation level do not count towards the MBE goal. If this 2nd tier MBE participation were included towards the MBE goal the addition would have been no more than 1-2% for any one of these prime bidders.

Table 2. Summary of Good Faith Effort

Prime Bidder (Low to High)	# MBE Vendors Contacted	Means of Contact	# MBE Vendors Responded	Freq. of Type of Response from MBE Vendors
Christy-Foltz	Broad solicitation via newspaper on 1/20/21. 21 contractors via e-mail contact on 1/18/21. 21 contractors contacted via e-mail or phone contact as follow-up on 2/1, 2/3, and 2/5. Follow-up effort was approximately equal phone call and e-mail.	Newspaper Advertisement on 1/20/21. E-Mail, Direct Calls on 2/1, 2/3, and 2/5.	9 contractors No suppliers.	6 of 9 confirmed they are bidding. 4 bids submitted to prime. 3 MBE bids accepted. 1 MBE bid not accepted per price.

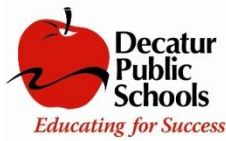
Grunloh Construction	12 bid invites initially sent using PROCORE system on 1/18/21, 11 to contractors and 1 to a supplier. 12 follow-up phone calls on 2/3 and 6 follow-up phone calls on 2/4.	Invite sent through PROCORE bid invite database on 1/18/21. Phone contact with 11 contractors and 1 supplier between 2/3 and 2/4..	7 contractors 1 Supplier	8 bidding, 5 submitted bids. 1 MBE contractor bid accepted. Does plan to use 1 additional MBE supplier bid, not reported on utilization plan and not in prime bidder original or subsequent outreach solicitation.
Felmley-Dickerson	No log or record of MBE vendors solicited, relied on existing and prior relationships felt confident they would meet MBE goal.	Direct solicitation via conversation with MBE vendor(s).	4 vendors supplied bids.	Bids received from New Beginnings (C), Jones Electric (C) Agile Supply (S) and TANK Construction and Supplies (S)
Catalyst	No log or record of MBE vendors solicited nor when solicited.	Unknown	Unknown	Unknown. Prime bidder has not responded to request for information.
Diamond Design & Construction	Prime Bidder is an MBE Prime. Solicited 10-12 MBE vendors in addition.	E-mail	Unknown	Unknown. Prime bidder has not responded to request for information.
Petry-Kuhne Co	No log or record of MBE vendors solicited nor when solicited.	Unknown	Unknown	Unknown. Prime bidder has not responded to request for information.

Table 3. Compliance with MBE Bidding Requirements and Process Issues

Prime Bidder (Low to High)	Utilization Plan	Ltr of Intent to Subcontract	MBE Certification Documentation	Comment/Other Issues
Christy-Foltz	YES	YES	YES	Prime bidder did not solicit or contact any MBE suppliers. Missed including 1 MBE bidder on utilization plan on bid day. Submitted updated utilization plan to include missing MBE and Ltr of Intent to Subcontract for second MBE bidder next day after bid opening.

Grunloh Construction	YES	YES	YES	Prime bidder did not solicit or contact any MBE suppliers. Followed up with a number of MBE bidders on bid day. Some did not bid, others numbers were too high (Ex: Electrical)
Felmley-Dickerson	YES	YES	YES	Met the MBE goal largely through utilization of an MBE supplier for furniture and casework. Confident MBE goal would be met, therefore no log or record of contact maintained.
Catalyst	YES	YES	NO	No log or record of MBE vendors solicited nor when solicited.
Diamond Design & Construction	YES	YES	YES	Incorrect form of MBE certification for prime bidder--not consistent with requirements in bid docs.
Petry-Kuhne Co	YES	NO. Missing GIVSCO (MBE) and LB HALL (MBE)	NO. Missing Buddy's Grounds and Maintenance	Numerous WBEs proposed. No log or record of MBE vendors solicited nor when solicited.

End of good faith effort recommendation report.



Board of Education Decatur Public School District #61

Date: February 23, 2021	Subject: Resolution to Approve the Teachers' Retirement System Supplemental Savings Plan (457)
Initiated By: Dr. Todd Covault, EdD, Chief Operational Officer	Attachments: <ul style="list-style-type: none"> ● Resolution – TRS Supplemental Savings Plan ● Employer Participation Agreement – Supplemental Savings Plan ● Teachers' Retirement System of the State of Illinois 457(b) Deferred Compensation Supplemental Savings Plan (SSP)
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

In 2018, the General Assembly passed, and the Governor signed into law, Public Act 100-769, now 40 ILCS 5/16-204. This law provides that the Teachers' Retirement System (TRS) provide an optional defined contribution benefit to active members of TRS for investment purposes in a Supplemental Savings Plan (SSP). *Providing benefits to Teachers encourages recruitment and retention that supports the Teaching and Learning process.*

CURRENT CONSIDERATIONS:

The attached agreement must be completed and returned by every employer in order to meet the requirements of ILCS 5/16-204.

The participation agreement is required by Section 457(b) of the U.S. Internal Revenue Code and must be formally adopted, signed and returned to the System in order for an employer's TRS-covered members to be eligible to participate in the SSP and memorializes the contact information between a school district/employer and the System for matters related to the SSP. The form indicates that employers will send all SSP communications to the TRS executive director and chief benefits officer. In return, the form allows an employer to designate a key contact person for all SSP communications with TRS. The form also allows employers to name all persons authorized to represent the employer in matters related to the SSP. This completed form must be returned to TRS.

FINANCIAL CONSIDERATIONS:

The Benefit is an option to employees and has no direct cost to the District.

STAFF RECOMMENDATION:

The Administration recommends that the Board approve the TRS Supplemental Savings Plan Agreement as presented.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____

**RESOLUTION AUTHORIZING DECATUR PUBLIC SCHOOL DISTRICT #61
TO PARTICIPATE IN THE SUPPLEMENTAL SAVINGS PLAN (SSP)**

WHEREAS, the Decatur Public School District #61 (the “Employer”) is a political subdivision of the State of Illinois, or an agency or instrumentality of the State of Illinois or of a political subdivision of the State of Illinois and thus, an eligible employer pursuant to Section 457(e)(1)(A) of the Internal Revenue Code of 1986.

WHEREAS, on behalf of certain of its employees, the Employer wishes to adopt the Teachers’ Retirement System of the State of Illinois Supplemental Savings Plan (the “Supplemental Savings Plan”) by entering into an Employer Participation Agreement between the Teachers’ Retirement System of the State of Illinois (the “System”) and the Employer.

NOW THEREFORE, BE IT RESOLVED, that, effective April 1, 2021 the Employer shall enter into the Employer Participation Agreement, in substantially the same form as presented to the Board of the Employer, subject to the terms and conditions of the Supplemental Savings Plan.

RESOLVED, that the appropriate officers of the Employer (the “Authorized Officers”) be and hereby are authorized and directed to take any and all further action, including the execution and delivery of documents and instruments, as such Authorized Officers deem necessary or desirable in their sole discretion to effectuate fully and carry out the purposes of the foregoing resolutions and to ensure that the Employer performs all of its duties and responsibilities, as set forth in the Employer Participation Agreement and the Supplemental Savings Plan.

ADOPTED this 23rd day of February 2021, by the following roll-call vote:

AYES: _____

NAYS: _____

ABSENT: _____

President, Board of Education

ATTEST:

Secretary, Board of Education

**TEACHERS' RETIREMENT SYSTEM
OF THE STATE OF ILLINOIS**

**457(b) DEFERRED COMPENSATION
SUPPLEMENTAL SAVINGS PLAN ("SSP")**

**Effective October 29, 2019
Amended October 30, 2020**

Table of Contents

ARTICLE I: ESTABLISHMENT OF PLAN	1
Section 1.01. Plan Establishment, History, and Purpose.....	1
Section 1.02. Plan Funding.....	1
ARTICLE II: CONSTRUCTION AND DEFINITIONS	1
Section 2.01. Construction and Governing Law.....	1
Section 2.02. Definitions.	2
ARTICLE III: ELIGIBILITY AND PARTICIPATION	7
Section 3.01. Participation.....	7
Section 3.02. Cessation of Contributions.	7
ARTICLE IV: CONTRIBUTIONS	8
Section 4.01. Elective Deferrals.....	8
Section 4.02. Discretionary Employer Contributions.	9
Section 4.03. Sick, Vacation and Back-Pay.....	9
Section 4.04. Rollover Contributions to the Plan.	9
Section 4.05. In-Plan Roth Rollover.	10
Section 4.06. Plan-to-Plan Transfer.....	10
Section 4.07. Leave of Absence.	11
Section 4.08. Expenses of Plan.	11
ARTICLE V: LIMITATIONS ON CONTRIBUTIONS	11
Section 5.01. Elective Deferral Limits.	11
Section 5.02. Employer Contribution Limits.....	12
Section 5.03. Coordination of Limits.....	12
Section 5.04. Correction of Excess Deferrals.....	13
ARTICLE VI: ACCOUNTING	13
Section 6.01. Participant Accounts.....	13
Section 6.02. Participant Statements.....	14
Section 6.03. Value of Account.....	14
ARTICLE VII: INVESTMENT OF CONTRIBUTIONS	14
Section 7.01. Fund Sponsors and Investment Funds.	14
Section 7.02. Default Investments.....	14
ARTICLE VIII: TRUST	15
Section 8.01. Trust Fund.	15
Section 8.02. Trust Status.....	15

ARTICLE IX: DISTRIBUTIONS	15
Section 9.01. Distribution Restrictions	15
Section 9.02. Payment Options	16
Section 9.03. Death Benefit	16
Section 9.04. Required Distribution Rules	16
Section 9.05. Unforeseeable Financial Emergency Distributions	17
Section 9.06. Transfer to Defined Benefit Governmental Plan	18
Section 9.07 Plan to Plan Transfer	18
ARTICLE X: LOANS	19
Section 10.01 Availability and Effect of Participant Loans	19
ARTICLE XI: VESTING	20
ARTICLE XII: ROLLOVERS FROM THIS PLAN	20
Section 12.01. Definitions for this Article	20
Section 12.02. Direct Transfer of Eligible Rollover Distribution	22
Section 12.03. Mandatory Withholding of Eligible Rollover Distributions	22
Section 12.04. Explanation of Plan Distribution and Withholding Requirements	22
ARTICLE XIII: ADMINISTRATION OF THE PLAN	23
Section 13.01. Authority of the Administrator	23
Section 13.02. Responsibility of the Employer	23
Section 13.03. Powers of the Administrator	23
Section 13.04. Delegation by Administrator	24
Section 13.05. Employment of Consultants	24
ARTICLE XIV: REQUESTS FOR INFORMATION AND CLAIMS PROCEDURES	24
Section 14.01. Requests for Information Concerning Eligibility, Participation and Contributions	24
Section 14.02. Requests for Information Concerning Investment Funds	24
Section 14.03. Processing of Claims	24
ARTICLE XV: AMENDMENT AND TERMINATION	25
Section 15.01. Amendment and Termination	25
Section 15.02. Adverse Effects	25
Section 15.03. Distribution Upon Termination of the Plan	25
ARTICLE XVI: MISCELLANEOUS	25
Section 16.01. Non-Alienation	25
Section 16.02. Military Service	26
Section 16.03. Limitation of Rights and Obligations	27

Section 16.04. Federal and State Taxes.....	27
Section 16.05. Erroneous Payments.....	27
Section 16.06. Missing or Lost Participants.....	27
Section 16.07. Liability.	28
Section 16.08. No Reversion.	28
Section 16.09. Finality of Determination.....	28
Section 16.10. Claims of Other Persons.	29
APPENDIX A: APPROVED VENDORS	32

ARTICLE I: ESTABLISHMENT OF PLAN

Section 1.01. Plan Establishment, History, and Purpose.

(a) Pursuant to Section 16-204 of the Illinois Pension Code, 40 ILCS 5/16-204, the Board of Trustees (“Board”) of the Teachers’ Retirement System of the State of Illinois (“System”) establishes the Teachers’ Retirement System of the State of Illinois Supplemental Savings Plan (“SSP” or “Plan”), effective October 29, 2019, for the benefit of eligible members.

(b) The Plan is an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code (“Code”) and is a governmental plan within the meaning of Code Section 414(d) and Section 3(32) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). As a governmental plan, ERISA does not apply.

(c) The purpose of the plan is to provide eligible individuals the opportunity to save on a regular and long-term basis for their retirement by allowing participants to designate a portion of their compensation to be deferred and invested until such time as the participants may withdraw such amounts as provided under the terms of this Plan.

Section 1.02. Plan Funding.

The Plan is funded exclusively through Contributions, which shall be used for the purchase of Investment Funds from the Fund Sponsor(s) identified in Appendix A attached hereto, as that Appendix may be amended from time to time.

ARTICLE II: CONSTRUCTION AND DEFINITIONS

Section 2.01. Construction and Governing Law.

(a) This Plan shall be interpreted, enforced and administered in accordance with the Code and, when not inconsistent with the Code, or expressly provided otherwise herein, the laws of the State of Illinois without regard to conflict of law principles.

(b) Words used herein in the masculine gender shall be construed to include the feminine gender where appropriate, and *vice versa*, words used herein in the singular or plural shall be construed as being in the plural or singular where appropriate, and *vice versa*.

(c) The headings and subheadings in the Plan are inserted for convenience of reference only and are not to be considered in the construction of any provision of the Plan.

(d) If any provision of the Plan shall be held to violate the Code or be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise impair or affect the Plan.

(e) In resolving any conflict between provisions of the Plan and in resolving any other uncertainty as to the meaning or intention of any provision of the Plan, the interpretation that

causes the Plan to (i) constitute an eligible deferred compensation plan under the provisions of Code Section 457(b), (ii) be a “governmental” plan as defined in ERISA Section 3(32) and Code Section 414(d), and (iii) comply with all applicable requirements of the Code shall prevail over any different interpretation.

Section 2.02. Definitions.

When the initial letter of a word or phrase is capitalized herein the meaning of such word or phrase shall be as follows:

(a) “Account” means the following separate accounts maintained for each Participant reflecting his or her interest under the Plan as follows:

(1) “Pre-Tax Contribution Account” means the account maintained to reflect the Participant’s interest under the Plan attributable to his or her Pre-Tax Contributions pursuant to Section 4.01.

(2) “Roth Contribution Account” means the account maintained to reflect the Participant’s interest under the Plan attributable to his or her Roth Contributions pursuant to Section 4.01.

(3) “Discretionary Nonelective Contribution Account” means the account maintained to reflect the Participant’s interest under the Plan attributable to his or her Discretionary Nonelective Contributions, if any, pursuant to Section 4.02.

(4) “Rollover Contribution Account” means the account maintained to reflect the Participant’s interest under the Plan attributable to his or her Rollover Contributions pursuant to Section 4.04.

(b) “Administrator” means the System; provided, however, that to the extent that the System has delegated any of its responsibilities as Administrator to any other person, persons or entities, the term Administrator shall be deemed to refer to that person, persons, or entity.

(c) “Alternate Payee” means any spouse, former spouse, child or dependent of a Participant who is recognized by a Qualified Illinois Domestic Relations Order (QILDRO) issued in accordance with the Illinois Pension Code, 40 ILCS 5/1-119, as having a right to receive all, or a portion of, the benefit payable under the Plan with respect to such Participant.

(d) “Applicable Form” means the appropriate form as designated and furnished by the Administrator or the Fund Sponsor to make any election or provide any notice required by the Plan. In those circumstances where a written election or consent is not required by the Plan or the Code, the Administrator and/or the Fund Sponsor may prescribe an electronic or telephonic form in lieu of or in addition to a written form.

(e) “Beneficiary” means the person, company, trustee or estate designated by the Participant on the Applicable Form to receive any benefits payable under the Plan in the event of the Participant’s death. If the designated Beneficiary does not survive the Participant or there is

no Beneficiary designated, the Participant's surviving Spouse or, if applicable, the Participant's civil union partner within the meaning of 750 ILCS 75, shall be the Beneficiary. If there is no surviving Spouse or civil union partner, the Participant's estate shall be the Beneficiary. Beneficiary also means an alternate payee within the meaning of Code Section 414(p)(8).

(f) "Board" means the System's Board of Trustees.

(g) "Code" means the Internal Revenue Code of 1986, as amended from time to time.

(h) "Compensation" means all cash compensation for services to the Employer, including salary, wages, fee, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year and amounts that would be cash compensation includible in gross income but for a reduction election under Code Section 125, 132(f) 401(k), 403(b), or 457(b) (including any Elective Deferrals under the Plan). Compensation does not include amounts "picked up" by the Employer within the meaning of Code Section 414(h). Compensation includes any compensation described in subsection (1) or (2), provided it is paid by the later of two and one-half months (2½) months after the Employee's Severance from Employment with the Employer or the end of the calendar year in which the Employee has a Severance from Employment with the Employer:

(1) a payment would have been paid to the Employee prior to a Severance from Employment if the Employee continued in employment with the Employer and that otherwise satisfies the definition of Compensation; and

(2) a payment for unused accrued *bona fide* sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and the payment would be Compensation if paid prior to the Employee's severance from Employment, and only if the Employee separately elects for such payment to be reduced on his or her Salary Reduction Agreement pursuant to Section 4.01.

Any payment that is not described in subsection (1) or (2) is not considered Compensation if paid after Severance from Employment. Thus, for example, Compensation does not include amounts paid after Severance from Employment that are severance pay or unfunded nonqualified deferred compensation.

(i) "Contributions" mean Pre-Tax Contributions, Roth Contributions, Discretionary Nonelective Contributions, and Rollover Contributions.

(j) "Cost-of-Living Adjustment" means the cost-of-living adjustment prescribed by the Secretary of the Treasury under Code Section 401(a)(17), 414(v), or 457(e)(15) for any applicable year.

(k) "Discretionary Employer Contributions" means Discretionary Nonelective Contributions.

(l) “Discretionary Nonelective Contributions” means any contributions made to the Plan by the Employer in accordance with Section 4.02 that are not related to a Participant’s contributions to this Plan or another retirement plan.

(m) “Effective Date” means October 29, 2019.

(n) “Elective Deferral” means Pre-Tax Contributions and Roth Contributions.

(o) “Employee” means an individual who is a teacher (as defined in Section 16-106 of the Illinois Pension Code) of an Employer. An Employee does not include an individual who is a leased employee under Code Section 414(n)(2).

(p) “Employer” means each employing unit subject to Article 16 of the Illinois Pension Code, who is an eligible employer within the meaning of Code Section 457(e)(1)(A) and which has adopted this Plan by executing an adoption agreement provided by the System.

(q) “Fund Sponsor” means a bank, insurance company, regulated investment company, or another entity that has been approved by the Administrator to make Investment Funds available to Participants under this Plan, and that is set forth in Appendix A hereto, as amended from time to time. The Administrator, in its sole and absolute discretion, shall select the Fund Sponsor(s) and may add or delete Fund Sponsor(s).

(r) “HEART Act” means the Heroes Earnings Assistance and Relief Tax Act of 2008, as amended from time to time.

(s) “Illinois Pension Code” means 40 ILCS 5 *et seq.*, as amended from time to time.

(t) “Includible Compensation” means all compensation received by an Employee from the Employer that is includible in his or her gross income for federal income tax purposes (computed without regard to Code Section 911) for that taxable year. Includible Compensation also includes any amounts excludable from taxable income because of an election under Code Sections 401(k), 403(b), 457(b), 125, and 132(f). Includible Compensation includes any compensation described in paragraphs (1) and (2), provided the compensation is paid by the later of two and one-half (2½) months after the Employee’s Severance from Employment or the end of the calendar year in which the Employee has a Severance from Employment:

(1) any payment that would have been paid to the Employee prior to a Severance from Employment if the Employee had continued in employment with the Employer and that is regular compensation for services during the Employee’s regular working hours, compensation for services outside the Employee’s regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(2) a payment for unused accrued bona fide sick leave, vacation or other leave, but only if the Employee would have been able to use the leave if employment had continued and the payment would have been included in the definition of Earnings if paid prior to the Employee’s Severance from Employment.

Includible Compensation is determined without regard to any community property laws. Includible Compensation shall not exceed the limits under Code Section 401(a)(17), to the extent applicable, increased by the Cost-of-Living Adjustment.

(u) “ILCS” means the Illinois Compiled Statutes, as amended from time to time.

(v) “Ill. Admin. Code” means the Illinois Administrative Code, as amended from time to time.

(w) “Investment Funds” means the mutual funds, collective investment funds, insurance company separate accounts, annuity contracts, or other investment vehicles made available to Participants for the investment of their Accounts. The Administrator, in its sole and absolute discretion, shall select the Investment Funds and may add or delete Investment Funds.

(x) “Normal Retirement Age” means for purposes for Section 5.01(c), any age designated by a Participant (i) beginning no earlier than the earliest age at which a Participant has the right to retire under the System’s pension plan and to receive immediate retirement benefits without actuarial or similar reduction because of retirement before some later age specified in such basic pension plan and (ii) ending no later than age 70½. In the case of a Participant who continues to work beyond age 70½ and who, upon the attainment of age 70½, had not made the catch-up election provided for under Section 5.01(b), the Normal Retirement Age shall be the age designated by the Participant, which shall not be later than the age at which the Participant Separates from Service.

(y) “Participant” means any Employee or Alternate payee who is or may become eligible to receive a benefit of any type under the Plan. A Participant shall also mean, when appropriate to the context, a former Employee who is eligible to receive a benefit of any type under the Plan.

(z) “Plan” or “SSP” means the “Teachers’ Retirement System of the State of Illinois Supplemental Savings Plan” as amended from time to time.

(aa) “Plan Year” means July 1 through June 30.

(bb) “Pre-Tax Contributions” mean contributions made to the Plan by the Employer at the election of a Participant pursuant to a Salary Reduction Agreement in accordance with Section 4.01.

(cc) “Qualified Distribution” means a distribution from a Roth Contribution Account after the Participant has satisfied a five (5) year tax holding period and has attained age fifty nine and one-half (59½), died, or become Disabled, in accordance with Code Section 402A(d). The five (5) year tax holding period is the period of five (5) consecutive taxable years that begins with the first day of the first taxable year in which the Participant makes a designated Roth Contribution under the Plan or to another retirement plan which amount was directly rolled over to the Plan and ends when five (5) consecutive taxable years have been completed.

(dd) “Rollover Contributions” mean an amount contributed to the Plan pursuant to Section 4.04.

(ee) “Roth Contributions” means contributions made to the Plan by the Employer at the election of a Participant under a Salary Reduction Agreement that have been (i) designated irrevocably by the Participant as a Roth Contribution being made in lieu of all of a portion of the Pre-Tax Contributions the Participant is otherwise eligible to make under the Plan, and (ii) treated by the Employer as includible in the Participant’s gross income at the time the Participant would have received that amount in cash if the Participant had not made such an election.

(ff) “Salary Reduction Agreement” means an agreement entered into between an Employee and the Employer pursuant to Section 4.01. Such agreement shall not be effective with respect to Compensation made available prior to the effective date of such agreement and shall be binding on the parties and irrevocable with respect to Compensation earned while it is in effect.

(gg) “Section” means, when not preceded by the word Code, a section of the Plan.

(hh) “Severance from Employment” means the complete termination for four consecutive months of the employment relationship between the Employee and all Employers. Notwithstanding the preceding, for purposes of Section 9.01 only, a Participant shall be treated as having had a Severance from Employment during any period the Participant is performing service in the uniformed services described Code Section 3401(h)(2)(A).

(ii) “Spouse” means the person to whom a Participant is legally married under federal law or civil union partner within the meaning of 750 ILCS 75.

(jj) “TRS” or “System” means the Teachers’ Retirement System of the State of Illinois, a retirement system established under Article 16 of the Illinois Pension Code.

(kk) “Trust” means any trust that satisfies the requirements of Code Section 457(g) (including a custodial account or annuity contract described in Code Section 401(f) that satisfies the requirements of Code Section 457(g)(3)) established to hold the Trust Fund, and as maintained pursuant to a trust agreement, custodial account, or annuity contract.

(ll) “Trust Fund” means the assets of the Plan held pursuant to the terms of the Plan and the Trust.

(mm) “Trustee” means the trustee or any successor trustee designated and appointed by the System and includes a custodian under a custodial account or annuity contract under Code Section 457(g)(3).

(nn) “Unforeseeable Financial Emergency” means a severe financial hardship of the Participant resulting from:

- (1) an illness or accident of the Participant, the Participant’s Spouse, or the Participant’s dependent (as defined in Code Section 152, without regard to Code Sections 152(b)(1), (b)(2), and (d)(1)(B));

(2) loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, *e.g.*, as a result of a natural disaster); or

(3) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.

(oo) "USERRA" means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended from time to time.

(pp) "Vested" means the interest of the Participant or Beneficiary in his or her Accounts which is unconditional, legally enforceable, and nonforfeitable at all times.

ARTICLE III: ELIGIBILITY AND PARTICIPATION

Section 3.01. Participation.

(a) An Employee employed by an Employer prior to the Effective Date of the Plan may become a Participant in the Plan for purposes of Elective Deferrals and Discretionary Employer Contributions, if any, upon the Effective Date of the Plan.

(b) An Employee employed or reemployed by an Employer on or after the Effective Date of the Plan may become a Participant in the Plan for purposes of Elective Deferrals and Discretionary Employer Contributions, if any, immediately upon the commencement of employment with the Employer.

(c) To become a Participant under the Plan, an Employee must complete the Applicable Form(s), which may include a Salary Reduction Agreement and/or Fund Sponsor enrollment and investment election forms, and return them to the Administrator or Fund Sponsor, as applicable. An Employee who fails to complete the Applicable Forms, including a Salary Reduction Agreement to make Elective Deferrals, shall be deemed to have waived all of his or her rights under the Plan, provided that such Employee may become a Participant in the Plan at any time thereafter by completing the Applicable Form(s) and returning them to the Administrator or Fund Sponsor, as applicable.

Section 3.02. Cessation of Contributions.

A Participant shall cease to be eligible to make Contributions under the Plan when (i) he or she is no longer an Employee or (ii) the Plan is terminated.

ARTICLE IV: CONTRIBUTIONS

Section 4.01. Elective Deferrals.

(a) Subject to the limitations under Article V, an Employee who has satisfied the participation requirements under Section 3.01 (a) or (b) may enter into a written Salary Reduction Agreement with the Employer agreeing to contribute each pay period Pre-Tax Contributions and/or Roth Contributions to the Plan equal to a whole percentage or fixed dollar amount of his or her Compensation, as permitted by the Administrator. Elective Deferrals shall begin as soon as administratively practicable following the date specified in the Salary Reduction Agreement, or, if later or if no date is specified, as soon as administratively practicable after the Salary Reduction Agreement is filed with the Administrator. Notwithstanding the preceding, the Salary Reduction Agreement shall become effective no earlier than the first day of the month following the month in which the Salary Reduction Agreement is executed and submitted to the Administrator; provided, however, that a new Employee may defer Compensation payable in the calendar month during which he or she first becomes an Employee if he or she enters into a Salary Reduction Agreement before the first day on which he or she performs services for the Employer.

(b) Elective Deferrals shall reduce the Compensation otherwise payable to a Participant and shall be paid in cash to the Trust Fund by the Employer, on a basis consistent with its payroll practices, as soon as administratively feasible after being withheld from the Compensation of a Participant, but no later than fifteen (15) business days following the end of the month in which such amount is withheld from the Compensation of the Participant.

(c) If the Participant fails to designate whether Elective Deferrals are Pre-Tax Contributions or Roth Contributions, the Participant will be deemed to have designated his or her Elective Deferrals as Pre-Tax Contributions. Pre-Tax Contributions shall be allocated to the Pre-Tax Contribution Account of the Participant as of the date of contribution. Roth Contributions shall be allocated to the Roth Contribution Account of the Participant as of the date of contribution.

(d) A Participant may change his or her election to make Pre-Tax Contributions and/or Roth Contributions at any time by filing a new Salary Reduction Agreement with the Administrator. Any such changes shall be effective as soon as administratively practicable following the date specified in the new Salary Reduction Agreement, or, if later, as soon as administratively practicable after the Salary Reduction Agreement is filed with the Administrator; provided that the Salary Reduction Agreement shall become effective no earlier than the first day of the month following the month in which the Salary Reduction Agreement is executed and submitted to the Administrator.

(e) A Participant may terminate his or her election to make Elective Deferrals at any time by filing the Applicable Form with the Administrator, which shall be effective as soon as administratively practicable after the Applicable Form is filed with the Administrator.

(f) An election to make Elective Deferrals shall not be valid with respect to any period during which the Participant is not an Employee. No election to make, change, or discontinue Elective Deferrals shall be given retroactive effect.

(g) The Administrator may establish additional non-discriminatory rules and procedures governing the manner and timing of elections by Participants to make, change, or discontinue Elective Deferrals.

Section 4.02. Discretionary Employer Contributions.

(a) An Employer may make Discretionary Employer Contributions, which may include Discretionary Matching Contributions and Discretionary Nonelective Contributions, by completing and returning any Applicable Forms to the Administrator.

(b) Notwithstanding Section 4.01(c), if an Employee fails to complete the Applicable Form(s) at such time that the Employee is eligible for Discretionary Employer Contributions, Discretionary Employer Contributions shall be made by the Employer to a Discretionary Employer Contribution Account under the Plan on behalf of the Participant and invested in the default Investment Option described in Section 7.02 until such time that the Employee completes the Applicable Form(s).

(c) The System may establish reasonable policies to govern Discretionary Employer Contributions under the Plan, which may be amended from time to time. All Discretionary Employer Contributions shall comply with such policies and shall be administered in accordance with such policies.

(d) Employer Contributions shall be allocated to each Participant's Discretionary Matching Contribution Account and/or Discretionary Nonelective Contribution Account, as applicable, as of the date made to the Plan, but no later than the last day of the Plan Year.

Section 4.03. Sick, Vacation and Back-Pay.

A Participant who has not had a Severance from Employment may elect to defer accumulated sick pay, accumulated vacation pay, and back pay under the Plan if the requirements of Code Section 457(b) are satisfied. These amounts may be deferred for any calendar month only if a Salary Reduction Agreement providing for the deferral is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is an Employee on the date the amounts would otherwise be paid or made available. Compensation that would otherwise be paid for a payroll period that begins before Severance from Employment is treated as an amount that is paid or made available before an Employee has a Severance from Employment.

Section 4.04. Rollover Contributions to the Plan.

(a) Participants may transfer to the Plan as a Rollover Contribution a distribution from a Code Section 401(a) or 403(a) qualified plan (excluding after-tax contributions), a Code Section 403(b) plan (excluding after-tax contributions), a Code Section 408 individual retirement account or annuity, or a Code Section 457(b) eligible deferred compensation plan which is maintained by an eligible employer described in Code Section 457(e)(1)(A). Any Rollover Contribution (i) shall be subject to the Administrator's determination, in its discretion, that the Rollover Contribution

satisfies all applicable requirements of the Code and (ii) shall be made directly from such prior plan, or if such amount was distributed to the Participant, shall be made within sixty (60) days after the Participant receives the rollover amount.

(b) Except as provided in Section 4.05, the Plan shall accept a Rollover Contribution to a Roth Contribution Account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(c) A Rollover Contribution shall be allocated to the Rollover Contribution Account of the Participant as of the date of the contribution; provided, however, that a separate Rollover Contribution Account shall be maintained to reflect any direct rollover to the Plan of an eligible Roth Rollover Contribution pursuant to Section 4.04(b).

(d) Before a Rollover Contribution is made, the Participant shall designate on the Applicable Form the Investment Funds in which the Fund Sponsor should invest the Participant's Rollover Contribution.

Section 4.05. In-Plan Roth Rollover.

(a) Any portion or all of a Participant's Account (other than a Roth Contribution Account or Roth Rollover Contribution Account) is eligible for direct rollover to the Participant's Roth Contribution Account under the Plan, even if the Account is not otherwise distributable (pursuant to Code Section 402A(c)(4)(E)) under the Article IX of the Plan, and the transfer shall be treated as a qualified rollover contribution (within the meaning of Code Section 408A(e)) to the Participant's Roth Contribution Account.

(b) A Participant's election under this Section 4.05 shall be subject to the reasonable administrative procedures established by the Administrator, Code Section 402A(c)(4) and the regulations thereunder, and subsequent guidance from the Internal Revenue Service.

(c) The taxable portion of the Participant's Account directly rolled over to a Roth Contribution Account under this Section 4.05 shall be included in the Participant's gross income in the tax year in which the transfer occurs.

(d) To the extent required by Code Section 402(f), the Administrator shall provide written information regarding in-Plan Roth rollovers under this Section 4.05, for amounts that are otherwise distributable under Article IX.

Section 4.06. Plan-to-Plan Transfer.

A Participant and/or an Employer on behalf of a Participant or group of Participants may direct a transfer to this Plan from another governmental Code Section 457(b) plan under the following conditions:

(a) The transferor plan provides for transfer;

(b) The Participant whose amounts are being transferred will have a deferred amount immediately after the transfer at least equal to the deferred amount with respect to that Participant immediately before the transfer; and

(c) The transfer satisfies such other rules and policies established by the Administrator or the Fund Sponsor.

Section 4.07. Leave of Absence.

During a paid leave of absence, Contributions shall continue to be made for a Participant on the basis of Compensation paid by the Employer during the leave. No Contributions shall be made on behalf of a Participant who is on an unpaid leave of absence.

Section 4.08. Expenses of Plan.

All reasonable expenses of administering the Plan shall be charged against and paid from the Participant's Accounts, subject to the terms of the applicable Investment Funds, unless paid by the System or the Employer. The Administrator shall have the right to allocate expenses associated with maintaining the Accounts of terminated Employees to such Accounts, even if no expenses are allocated to the Accounts of active Employees, in accordance with rules promulgated by the Internal Revenue Service.

ARTICLE V: LIMITATIONS ON CONTRIBUTIONS

Section 5.01. Elective Deferral Limits.

(a) The maximum amount of Elective Deferrals to the Plan for any calendar year shall be limited to the lesser of (i) the applicable dollar amount as provided in Code Section 457(e)(15) or (ii) the Participant's Includible Compensation as provided in Code Section 457(b)(2). The applicable dollar amount is Nineteen Thousand Dollars (\$19,000) for 2019, increased thereafter by the Cost-of-Living Adjustment.

(b) A Participant who attains age fifty (50) or more by the end of the calendar year, and who is contributing up to the applicable dollar amount under paragraph (a), may make additional Elective Deferrals under Code Section 414(v) of up to Six Thousand Dollars (\$6,000) for 2019, increased thereafter by the Cost-of-Living Adjustment.

(c) If the applicable year is one of a Participant's last three calendar years ending before the year in which the Participant attains Normal Retirement Age and the amount determined under this paragraph (c) exceeds the amount computed under paragraphs (a) and (b), then the Elective Deferrals limit under this Article V shall be the lesser of:

(1) An amount equal to two (2) times the applicable dollar amount set forth in paragraph (a) for such year; or

(2) The sum of:

(i) An amount equal to (i) the aggregate paragraph (a) limit for the current year plus each prior calendar year beginning after December 31, 2001, during which the Participant was an Employee under the Plan, minus (ii) the aggregate amount of Compensation that the Participant deferred under the Plan during such years, plus

(ii) An amount equal to (i) the aggregate limit referred to in Code Section 457(b)(2) for each prior calendar year beginning after December 31, 1978, and before January 1, 2002, during which the Participant was an Employee (determined without regard to paragraph (b) or (c)), minus (ii) the aggregate contributions to Pre-2002 Coordination Plans (as defined by Treasury regulations and as provided in Section 5.03(c)) for such years.

However, in no event can the Elective Deferrals be more than the Participant's Compensation for the year.

Section 5.02. Employer Contribution Limits.

If the Employer elects to make Discretionary Employer Contributions to the Plan on behalf of a Participant pursuant to Section 4.02, the Discretionary Employer Contributions shall be deemed Elective Deferrals for purposes of this Article, and shall apply toward the maximum Elective Deferral limits set forth in this Article.

Section 5.03. Coordination of Limits.

(a) If the Participant is or has been a participant in one or more other eligible plans within the meaning of Code Section 457(b), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Article V. For this purpose, the Administrator shall take into account any other such eligible plan maintained by the Employer for which the Administrator receives from the Employer sufficient information concerning such plan, and shall also take into account any other such eligible plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.

(b) In applying Section 5.03, a year shall be taken into account only if:

(1) the Participant was eligible to participate in the Plan during all or a portion of the year; and

(2) Compensation deferred, if any, under the Plan during the year was subject to the applicable dollar amount described in Section 5.01(a) or any other plan ceiling required by Code Section 457(b).

(c) For purposes of Section 5.01(c)(2)(ii) "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code Section 457(b) plan, or a salary reduction or elective contribution under any Code Section 401(k) qualified cash or deferred arrangement, Code Section 402(h)(1)(B) simplified

employee pension (SARSEP), Code Section 403(b) annuity contract, and Code Section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in Code Section 501(c)(18), including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 5.01(c)(2)(ii) to the extent that the total of such contributions does not exceed the aggregate limit referred to in Code Section 457(b)(2) for that year.

(d) For 2002 and thereafter, any amounts contributed by the Participant to a tax-sheltered annuity pursuant to Code Section 403(b) or to a 401(k) plan pursuant to Code Section 402(e)(3) shall not reduce the maximum Elective Deferrals under Section 5.01.

(1) An individual is treated as not having deferred compensation under a plan for a prior taxable year to the extent excess deferrals under the plan are distributed, as described in Section 5.04. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an excess deferral for those prior years.

(2) The Participant is responsible for ensuring coordination of these limits.

Section 5.04. Correction of Excess Deferrals.

(a) If the Elective Deferrals on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferrals on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another eligible deferred compensation plan under Code Section 457(b) for which the Participant provides information that is accepted by the Administrator, then the Elective Deferrals, to the extent in excess of the applicable limitation and adjusted for earnings, shall be distributed to the Participant no later than April 15 following the calendar year in which the excess Elective Deferral was made.

(b) If a Participant who made contributions to both the Pre-Tax Contribution Account and Roth Contribution Account for a calendar year has excess amount for that year, the excess amounts will be distributed out of the Roth Contribution Account first, unless the Participant elects to instead have the excess amounts distributed first out of the Pre-Tax Contribution Account.

ARTICLE VI: ACCOUNTING

Section 6.01. Participant Accounts.

The fund Administrator shall establish and maintain adequate records to reflect the Accounts of each Participant and Beneficiary. Credits and charges shall be made to such Accounts to reflect additions, distributions, and withdrawals, and to reflect gains or losses pursuant to the terms of each Investment Fund. The maintenance of individual Accounts is for accounting purposes only, and a segregation of Plan assets to each Account shall not be required.

Section 6.02. Participant Statements.

The Fund Sponsor(s) shall provide to each Participant a quarterly statement reflecting the value of the Participant's Account(s) as of the end of each quarter and shall provide similar information to the Administrator upon its request.

Section 6.03. Value of Account.

The value of the Account of a Participant as of any valuation date is the value of the Account balance as determined by the Fund Sponsor. All transactions and Account records shall be based on fair market value.

ARTICLE VII: INVESTMENT OF CONTRIBUTIONS

Section 7.01. Fund Sponsors and Investment Funds.

(a) All Contributions under the Plan shall be transferred to the Fund Sponsor(s) to be held, managed, invested and distributed in accordance with the provisions of the Plan and the Investment Funds as applicable. All benefits under the Plan shall be distributed solely from the Investment Funds, and the System and/or Employer shall have no liability for any such benefits other than the obligation to make Contributions as provided in the Plan.

(b) Participants' Accounts shall be invested in one or more of the Investment Funds available to Participants under this Plan, as selected by the Administrator and communicated to Participants. The Administrator's current selection of Fund Sponsor(s) and Investment Funds is not intended to limit future additions or deletions of Fund Sponsor(s) or Investment Funds.

(c) A Participant shall have the right to direct the investment of his or her Account by filing the Applicable Form with the Administrator. A Participant may change his or her investment election as often as determined by the Administrator. A Participant may elect to transfer all or any portion of his or her Accounts invested in any one Investment Fund to another Investment Fund, subject to the limitations of the Investment Fund(s), by filing a request on the Applicable Form with the Administrator or by such other means that may be provided for by the Administrator.

Section 7.02. Default Investments.

If a Participant does not have a valid and complete investment direction on file with the Administrator on the Applicable Form, Contributions may be invested in a default fund selected by the Administrator in its sole discretion, until the Participant makes an affirmative election regarding the investment of his or her Account.

ARTICLE VIII: TRUST

Section 8.01. Trust Fund.

All Contributions under the Plan shall be transferred to the Trustee to be held in Trust as part of the Trust Fund in accordance with the provisions of the Plan and the Investment Funds, as applicable. All assets held in connection with the Plan, including all Contributions, all property and rights acquired or purchased with such amounts, and all income attributable to such amounts, property or rights, shall be held in, managed, invested and distributed in Trust as part of the Trust Fund, in accordance with the provisions of the Plan. All benefits under the Plan shall be distributed solely from the Trust Fund, and the System and/or Employer shall have no liability for any such benefits other than the obligation to make Contributions as provided in the Plan.

Section 8.02. Trust Status.

The Trust Fund shall be held in Trust for the exclusive benefit of Participants and Beneficiaries under the Plan in accordance with Code Section 457(g). No part of the Trust Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries, and for defraying the reasonable expenses of the Plan and Trust. The Trust is exempt from tax pursuant to Code Sections 457(g)(2) and 501(a).

ARTICLE IX: DISTRIBUTIONS

Section 9.01. Distribution Restrictions.

(a) Except as otherwise provided in this Article IX, a Participant is not entitled to a distribution of his or her Accounts under the Plan until the earlier of (i) the Participant's Severance from Employment, or (ii) the calendar year in which the Participant attains age fifty nine and one-half (59 ½)

(b) If a Participant had a Severance from Employment solely because he or she is performing service in the uniformed services as described in Code Section 3401(h)(2)(A), and the Participant receives a distribution under the Plan because of such Severance from Employment, the Participant may not make Elective Deferrals to the Plan for the six (6) month period beginning on the date of the distribution.

(c) If a Participant has a Rollover Contributions Account, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the Rollover Contributions Account.

(d) A Participant may submit a request for distribution to the Administrator on the Applicable Form. The Employer shall certify that the Participant has had a Severance from Employment, if applicable.

Section 9.02. Payment Options.

(a) Subject to Section 9.04, the terms of the Investment Funds, and any restrictions established by the System, a Participant may elect to receive his or her Account under any form of payment offered by the Administrator.

(b) To the extent permitted by the Investment Funds, the Administrator may make a lump sum payment of a Account without the consent of the Participant or Beneficiary if his or her Account balance does not exceed Five Thousand Dollars (\$5,000) or if different, the dollar limit under Code Section 411(a)(11), provided that to the extent the Account balance exceeds One Thousand Dollars (\$1,000), or if different, the dollar amount under Code Section 401(a)(31)(B)(i)(I), such distribution shall be made in a direct rollover to an individual retirement plan designated by the Administrator, unless the Participant elects to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly in a lump sum. For this purpose, the value of a Participant's or Beneficiary's Account balance shall not include any amounts in his or her Rollover Contribution Account. Any lump sum payments made under this Section 9.02(b) shall be made in a uniform and nondiscriminatory manner.

Section 9.03. Death Benefit.

If a Participant dies before distribution of his or her Account commences, his or her Account shall be payable to his or her Beneficiary(ies) under the payment options available under the Investment Fund(s), subject to Code Section 401(a)(9).

Section 9.04. Required Distribution Rules.

The provisions of this Section 9.04 take precedence over any inconsistent provisions of the Plan. All distributions under this Plan shall be made in accordance with Code Section 401(a)(9), and the regulations promulgated thereunder, including the incidental death benefit rules under Code Section 401(a)(9)(G), and shall comply with the following rules.

(a) Distributions may only be made over one of the following periods (or combination thereof):

- (1) The life of the Participant;
- (2) The life of the Participant and a designated Beneficiary;
- (3) A period certain not extending beyond the life expectancy of the Participant;

or

(4) A period certain not extending beyond the joint and last survivor life expectancy of the Participant and designated Beneficiary.

(b) A Participant's Accounts shall be distributed to the Participant beginning no later than April 1 of the calendar year following the calendar year in which the Participant attains age

seventy two (72) or, if later, April 1 of the calendar year following the calendar year that the Participant has a Severance from Employment.

(c) Upon the death of the Participant, the following distribution provisions shall take effect:

(1) If the Participant dies after distribution of his or her Account(s) begins, any remaining portion of the Account(s) shall continue to be distributed at least as rapidly as under the method of distribution in effect at the time of the Participant's death.

(2) If the Participant dies before distributions of his or her Account(s) begins and the Participant has no designated Beneficiary(ies), the Participant's Account(s) under the Plan shall be distributed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death.

(3) If the Participant dies before distribution of his or her Account(s) begin and any portion of his or her Account(s) are payable to a designated Beneficiary, the designated Beneficiary may elect for the Participant's Account(s) to be distributed (i) by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death, or (ii) beginning no later than December 31 of the calendar year immediately following the calendar year in which the Participant died, over the life of the designated Beneficiary or over a period not exceeding the life expectancy of the designated Beneficiary. If the designated Beneficiary is the surviving Spouse, the Beneficiary may elect to delay payment under subparagraph (ii) until December 31 of the calendar year in which the Participant would have attained age seventy two (72). If the designated Beneficiary does not elect a method of distribution as provided above, the Participant's Account(s) shall be distributed in accordance with subparagraph (i).

(4) Any distribution required under the incidental death benefit requirements of Code Section 401(a) shall be treated as distributions required under this Section 9.04(c).

(d) The Administrator shall be solely responsible for complying with the provisions of this Section 9.04. The Administrator shall calculate the amounts required to be distributed to a Participant under this Section and notify such Participant of such distributions at least sixty (60) days prior to the date distributions must begin.

Section 9.05. Unforeseeable Financial Emergency Distributions.

(a) If permitted by the applicable Investment Fund, a Participant who has not had a Severance from Employment, and who has taken or exhausted all other available in-service withdrawals from the Plan, may request and receive a distribution for an Unforeseeable Financial Emergency from his or her Account including Discretionary Employer Contributions, and Elective Deferrals.

(b) Any distribution made because of the Participant's Unforeseeable Financial Emergency shall not exceed the amount reasonably necessary to relieve the Participant's need, including any anticipated taxes or penalties associated with such distribution.

(c) The Participant's distribution request shall specify the reason for the Unforeseeable Financial Emergency and specify the amount the Participant wishes to withdraw to meet the need caused by the Unforeseeable Financial Emergency.

(d) A distribution on account of Unforeseeable Financial Emergency shall not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of Elective Deferrals under the Plan.

(e) The Administrator shall determine based on uniform and nondiscriminatory standards whether an Unforeseeable Financial Emergency exists based on the facts and circumstances and in accordance with the claim procedures of the Plan.

(f) The Administrator shall take such steps as appropriate to coordinate Unforeseeable Financial Emergency distributions, including collection of information from Fund Sponsors, and transmission of information requested by any Fund Sponsor.

(g) The Administrator may charge a reasonable fee for processing Unforeseeable Financial Emergency distributions.

Section 9.06. Transfer to Defined Benefit Governmental Plan.

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code Section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account transferred to the defined benefit governmental plan, subject to the terms of the Investment Fund(s). A transfer under this Section may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under this Section only if the transfer is either for the purchase of permissive service credit (as defined in Code Section 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3).

(c) Notwithstanding paragraph (a), no portion of the Participant's Account attributable to Roth Contributions or Roth Rollover Contributions may be transferred under this Section 9.06.

Section 9.07 Plan to Plan Transfer

A Participant may elect to transfer all or a portion of his or her Account prior to the Participant's separation from employment, from this Plan to another section 457(b) plan, provided the transferee plan will accept the transfer, and further provided that the transferee plan is maintained by the Participant's employer. It is the sole responsibility of the individual requesting a transfer of vested amounts to register for the transfer, complete all necessary paperwork, and pay applicable fees, if any.

ARTICLE X: LOANS

Section 10.01 Availability and Effect of Participant Loans.

Participants who are also Employees shall be permitted to borrow amounts credited to their Accounts subject to the following requirements and rules:

(a) No loan to a Participant may exceed the lesser of (i) \$50,000, or (ii) one half of the value of the Participant's Account balance (as of the valuation date immediately preceding the date on which such loan is approved by the Administrator). Any such loan may not be for an amount less than one-thousand dollars (\$1,000.00). For purposes hereof, only one loan shall be outstanding at a time.

(b) Regardless of the use of the proceeds, the repayment period for the load shall not exceed five years.

(c) Loans shall have a level amortization with payments not less frequently than quarterly throughout the repayment period.

(d) The interest rate on any loan from the Plan shall equal one percentage point above the prime rate. The loan can be repaid early without penalty.

(e) A borrower who is on a leave of absence for the performance of uniformed service within the meaning of Section 414(u) of the Internal Revenue Code may elect to suspend payment for the period of uniformed service. If the borrower so elects, then upon the borrower's return from uniformed service, the load repayment period shall be extended by a period equal to the length of the uniformed service.

(f) Loans shall be secured by the pledge of the portion of the Participant's Account invested in such loan.

(g) The Participant shall be required, as a condition to receiving a loan, to enter into an agreement authorizing the Administrator to establish and make automatic monthly (ACH) deductions from the Participant's personal bank account only. A Participant may prepay the entire outstanding balance of his / her loan at any time, in whole or in part, provided that a partial prepayment shall not change the payment schedule or the interest rate on the loan.

(h) In the event that a Participant fails to make a loan payment within 90 days after the payment due date, a default on the loan shall occur. In the event of a default, all remaining payments on the loan shall be immediately due and payable. The Participant shall not be allowed to initiate another loan from the Plan until the defaulted amount is repaid.

(i) If any automatic monthly (ACH) deductions cannot be made in full because of insufficient funds or due to a closed, suspended, or restricted bank account, the Participant shall pay directly to the Administrator the full amount that would have been deducted from the

participant's bank account, with such payment to be made by the last business day of the calendar month in which the amount would have been deducted. The Participant would be required to reestablish the automatic monthly (ACH) deductions from the Participant's personal bank account with the Administrator prior to the next amortized scheduled draft date or be considered in default.

(j) In the event the Participant fails to repay the loan per (h) above, the loan shall be considered a distribution and subject to applicable income taxes.

Each loan will be evidenced by legally enforceable agreement between the Participant and the Administrator, the terms of which shall be in compliance with the requirements of (a) above. The Participant shall pay the Administrator expenses associated with the loan including any fees imposed by the System to cover any expenses to operate the loan program. These fees are subject to change with notice to Participants.

ARTICLE XI: VESTING

A Participant shall be one hundred percent (100%) Vested in his or her Accounts at all times.

ARTICLE XII: ROLLOVERS FROM THIS PLAN

Section 12.01. Definitions for this Article.

For purposes of this Article, the following definitions shall apply.

(a) "Direct Rollover" means an Eligible Rollover Distribution that is paid directly to an Eligible Retirement Plan for the benefit of the Distributee.

(b) "Distributee" means a Participant, the Spouse of the Participant, or the Participant's former Spouse who is the Alternate Payee under a Qualified Illinois Domestic Relations Order (QILDRO) as defined in 40 ILCS 5/1-119, and a Participant's non-Spouse Beneficiary, any of whom is eligible to receive a distribution from the Plan.

(c) "Eligible Retirement Plan," as defined under Code Section 402(c)(8)(B), means:

- (1) an individual retirement account described in Code Section 408(a);
- (2) an individual retirement annuity (other than an endowment contract) described in Code Section 408(b);
- (3) any annuity plan described in Code Section 403(a);
- (4) a plan described in Code Section 403(b);
- (5) a qualified plan described in Code Section 401(a);

(6) a Code Section 457(b) eligible deferred compensation plan which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state;

(7) a Roth individual retirement account described in Code Section 408A(e) provided the Distributee's adjusted gross income does not exceed any limit applicable under federal law for the tax year in which the distribution occurs; and

(8) a SIMPLE IRA described in Code Section 408(p)(1), provided that the rollover contribution is made after the two (2) year period described in Code Section 72(t)(6).

In the case of a distribution to a non-spouse Beneficiary, and Eligible Retirement Plan means the plans described in subparagraphs (1) and (2) only, to the extent consistent with the provisions of Code Section 402(c)(11) and any successor provisions thereto or additional guidance issued thereunder.

(d) "Eligible Rollover Distribution," as defined in Code Section 402(f)(2)(A), means any distribution of all or any portion of the balance to the credit of the Distributee under the Plan, excluding the following:

(1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or the life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten (10) years or more;

(2) any distribution to the extent such distribution is required under Code Section 401(a)(9);

(3) the portion of any distribution that is not includible in gross income; however, a portion of a distribution will not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income, although such portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or (b) or to a qualified retirement plan described in Code Section 401(a) that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible;

(4) any distribution which is made upon the financial hardship of the Participant; and

(5) other items designated by regulations, or by the commissioner in revenue rulings, notices, or other guidance, as items that do not constitute an eligible rollover distribution.

Section 12.02. Direct Transfer of Eligible Rollover Distribution.

A Distributee may elect on an Applicable Form to have an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan as specified by the Distributee in a Direct Rollover, at the time and in the manner prescribed by the Administrator. An Eligible Rollover Distribution that is paid to an Eligible Retirement Plan in a Direct Rollover is excludable from the Distributee's gross income under Code Section 402; provided, however, if any portion of such Eligible Rollover Distribution is subsequently distributed from the Eligible Retirement Plan, that portion shall be included in gross income to the extent required under Code Section 402, 403, or 408.

Section 12.03. Mandatory Withholding of Eligible Rollover Distributions.

(a) If the Distributee of an Eligible Rollover Distribution does not elect to have the Eligible Rollover Distribution paid directly from the Plan to an Eligible Retirement Plan in a Direct Rollover pursuant to Code Section 401(a)(31), the Eligible Rollover Distribution shall be subject to a mandatory twenty percent (20%) federal income tax withholding under Code Section 3405(c). Only that portion of the Eligible Rollover Distribution that is not paid directly from the Plan to an Eligible Retirement Plan in a Direct Rollover shall be subject to the mandatory withholding requirement under Code Section 3405(e), and only to the extent such amount would otherwise be includible in the Distributee's taxable gross income.

(b) If a Distributee elects to have an Eligible Rollover Distribution paid to the Distributee, the distribution may be excluded from gross income of the Distributee provided that said distribution is contributed to an Eligible Retirement Plan no later than the sixtieth (60th) day following the day on which the Distributee received the distribution.

(c) If the Plan distribution is not an Eligible Rollover Distribution, said distribution shall be subject to the elective withholding provisions of Code Section 3405(a) and (b).

Section 12.04. Explanation of Plan Distribution and Withholding Requirements.

Not fewer than thirty (30) days nor more than one hundred eighty (180) days before an Eligible Rollover Distribution, the Administrator shall provide each Distributee a written explanation as required under Code Section 402(f), which explains the rules:

(a) under which Distributee may elect to have an Eligible Rollover Distribution paid in a Direct Rollover to an Eligible Retirement Plan;

(b) that require the withholding of tax on an Eligible Rollover Distribution if it is not paid in a Direct Rollover to an Eligible Retirement Plan;

(c) that provide that a distribution shall not be subject to tax if the distribution is rolled over to an Eligible Retirement Plan within sixty (60) days after the date the Distributee receives the distribution; and

(d) if applicable, certain special rules regarding taxation of the distribution as described in Code Sections 402(d) and (e).

Notwithstanding the above, a distribution may begin fewer than thirty (30) days after the notice discussed in the preceding sentence is given, provided that the Administrator clearly informs the Participant that he or she has a right to a period of at least thirty (30) days after receiving the notice to consider the decision of whether or not to elect a distribution and the Participant, after receiving a notice, affirmatively elects a distribution.

ARTICLE XIII: ADMINISTRATION OF THE PLAN

Section 13.01. Authority of the Administrator.

The Administrator is responsible for enrolling Participants in the Plan, sending Contributions for each Participant to the selected Fund Sponsor(s), and performing the duties required for operation of the Plan. The Administrator shall have all power necessary or convenient to enable it to exercise its authority under the Plan. In connection therewith, the Administrator may provide rules and regulations, not inconsistent with the provisions hereof, for the operation and management of the Plan, and may from time to time amend or rescind such rules or regulations. The Administrator is authorized to accept service of legal process for the Plan.

Section 13.02. Responsibility of the Employer.

The Employer is responsible for entering into Salary Reduction Agreements with Participants and timely remitting Contributions to the Plan and such other responsibilities as may be delegated to Employer by the Administrator from time to time.

Section 13.03. Powers of the Administrator.

The Administrator shall have the power and discretion to construe and interpret the Plan, including any ambiguities, to determine all questions of fact or law arising under the Plan, and to resolve any disputes arising under and all questions concerning administration of the Plan. The Administrator may correct any defect, supply any omission or reconcile any inconsistency in the Plan in such manner and to such extent as the Administrator may deem expedient and, subject to the Plan's claims procedures, the Administrator should be the sole and final judge of such expediency. Benefits under the plan shall be paid only if the Administrator decides in its discretion that the Participant or Beneficiary is entitled to them.

Without limiting the generality of the foregoing, the Administrator shall have the following powers and duties:

- (a) to require any person to furnish such information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefit under the Plan;
- (b) to make and enforce such rules and regulations and prescribe the use of such forms as it shall deem necessary for the efficient administration of the Plan;
- (c) to interpret the Plan and to resolve ambiguities, inconsistencies and omissions;

(d) to decide all questions concerning the Plan and the eligibility of any Eligible Individual to participate in the Plan;

(e) to determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan;

(f) to determine the methods and procedures for the implementation and use of any automated telephone, computer, internet, intranet or other electronic or automated system adopted by the Employer for purposes of Plan administration, including, without limitation, for receiving and processing enrollments and instructions with respect to the investment of assets allocated to a Participant's Account or Rollover Account and for such other purposes as may be designated from time to time.

Section 13.04. Delegation by Administrator.

The Administrator may delegate to an individual, committee, or organization to carry out its fiduciary duties or other responsibilities under the Plan. Any such individual, committee or organization delegated fiduciary duties shall be a fiduciary until the Administrator revokes such delegation. A delegation of the Administrator duties or responsibilities may be revoked without cause or advance notice. Such individual, committee, or organization shall have the same power and authority with respect to such delegated fiduciary or other responsibilities as the Administrator has under the Plan. ‘

Section 13.05. Employment of Consultants

The Administrator may employ one (1) or more persons to render advice with regard to its responsibilities under the Plan.

ARTICLE XIV: REQUESTS FOR INFORMATION AND CLAIMS PROCEDURES

Section 14.01. Requests for Information Concerning Eligibility, Participation and Contributions.

Requests for information concerning eligibility, participation, contributions, or any other aspects of the operation of the Plan, and service of legal process, should be in writing and directed to the Administrator of the Plan.

Section 14.02. Requests for Information Concerning Investment Funds.

Requests for information concerning the Investment Funds and their terms, conditions, and interpretations thereof, claims thereunder, and any requests for review of such claims, should be in writing and directed to the Fund Sponsor(s).

Section 14.03. Processing of Claims.

An aggrieved party must first exhaust all claims remedies and procedures established by the System's designated third-party plan administrator. Within thirty-five (35) days from the date of

the third-party plan administrator's final disposition of the claim from which review is sought, a Participant or Beneficiary adversely affected by such claim disposition may file a written request for review in accordance with applicable provisions of 80 Ill. Admin. Code 1650.

ARTICLE XV: AMENDMENT AND TERMINATION

Section 15.01. Amendment and Termination.

While it is expected that the Plan shall continue indefinitely, the System reserves the right to amend, freeze, or terminate the Plan, or to discontinue any time, by action of the Board.

Section 15.02. Adverse Effects.

Any amendment or termination of the Plan cannot adversely affect the benefits accrued by Participants prior to the date of amendment or termination. The Plan may not be amended in a manner that violates any provision of the Code.

Section 15.03. Distribution Upon Termination of the Plan.

The System shall have the right to completely terminate this Plan, subject to any statutory requirements, at any time and in its sole discretion. In such a case, the System shall arrange for suitable distribution of Plan assets, including the possibility of transfer to another 457 plan or plans. The Trustee shall not be required to pay out any asset of the Trust Fund to Participants and Beneficiaries or a successor plan upon termination of the Trust until the Trustee has received written confirmation from the System (i) that all provisions of the law with respect to such termination have been complied with, and, (ii) after the Trustee has made a determination of the fair market value of the assets of the Plan, that the assets of the Plan are sufficient to discharge when due all obligations of the Plan required by law. The Trustee shall rely conclusively upon such written certification and shall be under no obligation to investigate or otherwise determine its propriety.

ARTICLE XVI: MISCELLANEOUS

Section 16.01. Non-Alienation.

(a) A Participant's Account under the Plan shall not be liable for any debt, liability, contract, engagement, or tort of the Participant or his or her Beneficiary, nor subject to anticipation, sale, assignment, transfer, encumbrance, pledge, charge, attachment, garnishment, execution, alienation, or any other voluntary or involuntary alienation or other legal or equitable process, nor transferable by operation of law.

(b) Notwithstanding paragraph (a), pursuant to 40 ILCS 5/1-119, a Participant's Account shall be paid to an Alternate Payee as directed in a Qualified Illinois Domestic Relations Order ("QILDRO"), provided that the QILDRO is properly filed with the System. A QILDRO is an Illinois court order that (i) creates or recognizes the existence of an alternate payee's right to receive all or a portion of a Participant's accrued benefits in the Plan, (ii) is issued pursuant to 40

ILCS 5/1-119 and Section 503(b)(2) of the Illinois Marriage and Dissolution of Marriage Act, and (iii) meets the requirements of 40 ILCS 5/1-119 and the System's administrative rules as applicable, 80 Ill. Admin. Code 1650.1110 *et seq.*

(c) Notwithstanding paragraph (a), the Plan shall offset from the benefit otherwise payable to a Participant or his or her Spouse such amounts as are permitted to be offset under a court order, civil judgment, or settlement agreement in accordance with Code Section 401(a)(13)(C).

Section 16.02. Military Service.

(a) Notwithstanding any provisions of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with USERRA, the HEART Act, Code Section 414(u), and Code Section 401(a)(37). For purposes of this section, "qualified military service" means any service in the uniformed services as defined in USERRA by any individual if such individual is entitled to reemployment rights under USERRA with respect to such service.

(b) A Participant whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service may elect to make Elective Deferrals upon resumption of employment with the Employer up to the maximum Elective Deferrals that the Participant could have elected during that period if the Participant's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Participant during the period of the interruption or leave. Except to the extent provided under Code Section 414(u), this right applies for the lesser of (i) five (5) years following the resumption of employment or (ii) a period equal to three (3) times the period of the interruption or leave. Such Elective Deferrals by the Participant may only be made during such period and while the Participant is reemployed by the Employer.

(c) If a Participant timely resumes employment with the Employer in accordance with USERRA, the Employer shall make the Discretionary Matching Contributions and Discretionary Nonelective Contributions, if any, that would have been made if the Participant had remained employed during the Participant's qualified military service. Discretionary Matching Contributions and Discretionary Nonelective Contributions must be made no later than ninety (90) days after the date of reemployment or when Discretionary Matching Contributions and Discretionary Nonelective Contributions are normally due for the year in which the qualified military service was performed, if later.

(d) To the extent provided under Code Section 401(a)(37), in the case of a Participant whose employment is interrupted by qualified military service and who dies while performing qualified military service, the survivor of such Participant shall be entitled to any additional benefit (other than benefit accruals) provided under the Plan as if the Participant timely resumed employment in accordance with USERRA and then, on the next day, terminated employment on account of death.

(e) A Participant whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service and who receives a differential wage payment

within the meaning of Code Section 414(u)(12)(D) from the Employer shall be treated as an Employee of the Employer who is a Participant eligible to make Elective Deferrals during such service and the differential wage payment shall be treated as Compensation and Includible Compensation. This provision shall be applied to all similarity situated individuals in a reasonably equivalent manner.

Section 16.03. Limitation of Rights and Obligations.

Neither the establishment nor maintenance of the Plan, nor any amendment thereof, nor the purchase of any insurance contract, nor any act or omission under the Plan or resulting from the operation of the Plan shall be construed:

(a) as conferring upon any Participant, Beneficiary or any other person any right or claim against the System, Employer, Administrator, or Trust, except to the extent that such right or claim shall be specifically expressed and provided in the Plan;

(b) as a contract or agreement between the System and/or the Employer and any Participant or other person; or

(c) as an agreement, consideration, or inducement of employment or as effecting in any manner or to any extent whatsoever the rights or obligations of the System, the Employer, or any Employee to continue or terminate the employment relationship at any time.

Section 16.04. Federal and State Taxes.

It is intended that the Discretionary Employer Contributions and Pre-Tax Contributions, plus any earnings thereunder, are excludable from gross income for federal and state income tax purposes until paid to Participants or Beneficiaries, and that Roth Contributions and Earnings thereunder are excludable from gross income for deferral and state income tax purposes when paid to Participants or Beneficiaries to the extent that they are Qualified Distributions. However, the Administrator does not guarantee that any particular federal or state income, payroll, or other tax consequence will occur as a result of participation in this Plan.

Section 16.05. Erroneous Payments.

If the Administrator or Fund Sponsor makes any payment that according to the terms of the Plan and the benefits provided hereunder should not have been made, the Administrator or Fund Sponsor may recover that incorrect payment, by whatever means necessary, whether or not it was made due to the error of the Administrator or Fund Sponsor, from the person to whom it was made or from any other appropriate party. For example, if any such incorrect payment is made directly to a Participant, the Administrator or Fund Sponsor may deduct it when making any future payments directly to that Participant.

Section 16.06. Missing or Lost Participants.

In the event that the Administrator does not have current contact information for or is unable to identify a Participant or Beneficiary under the Plan, the Administrator shall make reasonable

attempts to determine the address and identity of the Participant or Beneficiary entitled to benefits under the Plan. A reasonable attempt to locate a missing or lost Participant or Beneficiary shall include (i) providing notice to the Participant at the Participant's last known address via certified mail; (ii) determining whether the Employer's records or the records of another plan maintained by the Employer has a more current address for the Participant; (iii) attempting to contact any named Beneficiary of the Participant; and (iv) searching for the missing Participant via free electronic search tools, such as Internet search engines, public record databases, obituaries, and social media. If such search methods are unsuccessful, based on the facts and circumstances, the Administrator may use other search methods, including using Internet search tools, commercial locator services, credit reporting agencies, information brokers, investigation databases, and analogous services that may involve charges. The Administrator may charge missing Participants and Beneficiaries reasonable expenses for efforts to find them. If a Participant or Beneficiary has not been located after reasonable efforts have been made, then any benefit to which the Participant or Beneficiary is entitled under the Plan shall be deposited in an Individual Retirement Account established in the Participant's or Beneficiary's name.

Section 16.07. Liability.

The System shall satisfy any liability actually and reasonably incurred by any members of the Board or any person to whom any power, authority, or responsibility of the System is delegated pursuant to Section 13.03, except a Fund Sponsor or other service provider. The right of indemnification exists under the regulations or bylaws of the System's Board of Trustees, under any provision of law, or under any other agreement; provided, however, that the System will not satisfy any such liability to the extent that the person did not act in good faith. Except to the extent otherwise provided above, the System is an entity not authorized by Illinois law to provide indemnification to any party. Accordingly, except as provided above, the System shall at no time or for any reason be required to indemnify any party in connection with the Plan; provided, however, that the System is not relieved of any enforceable obligations that the System may have under the Plan.

Section 16.08. No Reversion.

Under no circumstances or conditions will any Contributions revert to, be paid to, or inure to the benefit of, directly or indirectly, the System or the Employer, but shall be held for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying the reasonable expenses of administering the Plan. However, if Contributions are made by the System or the Employer by mistake of fact, these amounts and, if applicable, any interest earned therein, may be returned to the System or Employer, as applicable, within one year of the date that they were made.

Section 16.09. Finality of Determination.

All determinations under the Plan are made on the basis of the records of the System and the Employer, and all determinations made are final and conclusive upon Employees, former Employees, and all other persons claiming a benefit under the Plan.

Section 16.10. Claims of Other Persons.

The provisions of the Plan will not be construed as giving any Participant or any other person, firm, or corporation, any legal or equitable right against the System or Employer, its trustees, officers, employees, or directors, except the rights as specifically provided for in this Plan or created in accordance with the terms and provisions of this Plan.

Section 16.11. Counterparts.

The Plan may be executed in any number of counterparts, each of which shall be deemed to be an original. All counterparts shall constitute but one and the same instrument and shall be evidenced by any one counterpart.

IN WITNESS WHEREOF, the Board of Trustees of the System has caused this Plan to be adopted as of the Effective Date.

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CERTIFICATE OF ADOPTION

THE BOARD OF TRUSTEES OF THE TEACHERS' RETIREMENT SYSTEM OF THE STATE OF ILLINOIS hereby adopts the TEACHERS' RETIREMENT SYSTEM OF THE STATE ILLINOIS SUPPLEMENTAL SAVINGS PLAN in the form attached hereto, effective October 29, 2019.

BOARD OF TRUSTEES OF THE TEACHERS' RETIREMENT SYSTEM OF THE STATE OF ILLINOIS

By: 
Dr. Carmen Ayala, Board Chair

Date: October 29, 2019

Attest: 
Richard W. Ingram, Executive Director

Date: October 29, 2019

AMENDED October 30, 2020

THE BOARD OF TRUSTEES OF THE TEACHERS' RETIREMENT SYSTEM OF THE STATE OF ILLINOIS hereby amends the TEACHERS' RETIREMENT SYSTEM OF THE STATE ILLINOIS SUPPLEMENTAL SAVINGS PLAN adopted October 29, 2019, in the form attached hereto, effective October 30, 2020.

BOARD OF TRUSTEES OF THE TEACHERS' RETIREMENT SYSTEM OF THE STATE OF ILLINOIS

By:  _____

Devon Bruce, Board Chair

Date: ~~November~~ *December 2, 2020*, 2020

Attest:  _____

Stan Rupnik, Acting Executive Director

December 2, 2020
Date: ~~November~~ _____, 2020

APPENDIX A: APPROVED VENDORS

**TEACHERS' RETIREMENT SYSTEM
OF THE STATE OF ILLINOIS
SUPPLEMENTAL SAVINGS PLAN**

The current selection of Fund Sponsor(s) is not intended to limit future additions or deletions of Fund Sponsor(s). The Administrator from time to time may add or delete Fund Sponsor(s) which shall be effective on the date adopted by the Administrator and shall be reflected in a revised Appendix A.

A. Approved Fund Sponsor(s)

Effective _____, the Fund Sponsors under the Plan are:

I.

Dated this _____ day of _____, _____.

**DECATUR DISTRICT 61 BOARD OF EDUCATION
SPECIAL OPEN SESSION MEETING MINUTES**

DATE/TIME: January 20, 2021

5:00 PM

LOCATION: Keil Administration Building
101 W. Cerro Gordo Street
Decatur, IL 62523

PRESENT: Beth Nolan, President
Kendall Briscoe
Regan Lewis
Andrew Taylor
Courtney Carson, Vice President
Beth Creighton
Dan Oakes

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

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

<u>TOPIC</u>	<u>DISCUSSION</u>	<u>ACTION</u>
Call to Order and Roll Call –	<p>For our listening audience, “because of the COVID 19 crisis and the Governor’s disaster declarations, this meeting was not fully open. A fully in-person meeting was not practical or prudent because of COVID 19.”</p> <p>For the record, the Board of Education, Executive Cabinet, some District Leadership Team Members and the District Attorney participated via Zoom.</p> <p>President Nolan called the Special Open Session Meeting to order and asked for a motion. Motioned by Mrs. Lewis, seconded by Mrs. Briscoe. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Briscoe, Taylor, Lewis, Carson, Creighton, Nolan, Oakes Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Open Session Meeting was called to order at 5:00 PM.</p>
Approval of Special Open Session Agenda January 20, 2021	<p>Superintendent Fregeau recommended the Board approve the January 20, 2021 special Open Work Session Board Meeting agenda as presented.</p> <p>Motioned by Mrs. Creighton, seconded by Mrs. Lewis. All were in favor.</p>	<p>Agenda was approved as presented.</p>
Pledge of Allegiance	<p>President Nolan led the Pledge of Allegiance.</p>	
Public Participation	<p>President Nolan noted that during Public Participation, the Board of Education asked for the following:</p> <ul style="list-style-type: none"> • Identify oneself and be brief. • Any public comments received will be read during this time. • Comments should be limited to 3 minutes. 	<p>Information only.</p>

TOPIC

DISCUSSION

ACTION

For our listening audience, please note that during any Board of Education meeting and public participation, Board Members do NOT respond and/or comment to public comments. Furthermore, the Board refrains from referring to specific students or staff members by name, and requests that public commenters refrain from doing so as well.

No one requested to speak.

Board Work Session

The Board Work Session consisted of the following discussions:

- Facilities/Boundary Updates
- Site Improvements
- City Agreement

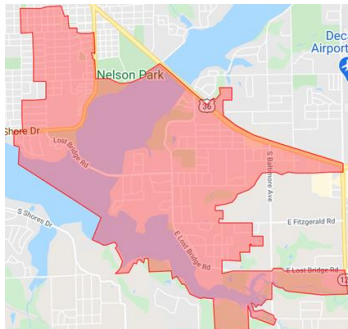
Information only.

Superintendent Fregeau presented updates on the **BOLD** Plan and Facility Recommendations (see attached).

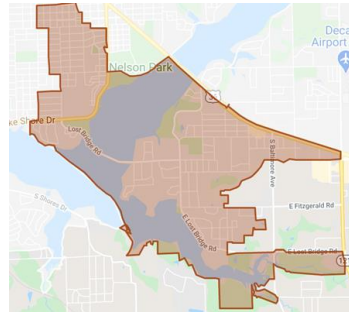
Lawrence Trimble, Director of Student Services, presented information regarding adjustments to the current boundaries as follows:

- Muffley Elementary School

Old Boundary



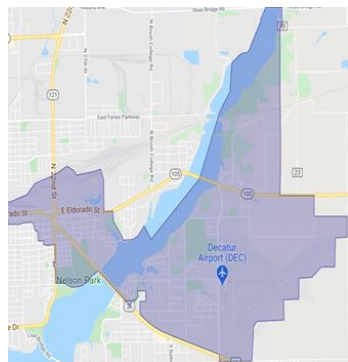
New Boundary



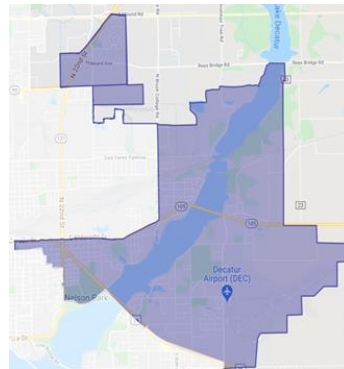
The anticipated enrollment at Muffley for next school year would be 375 students and maximum enrollment would be 462 students.

- Baum Elementary School

Old Boundary

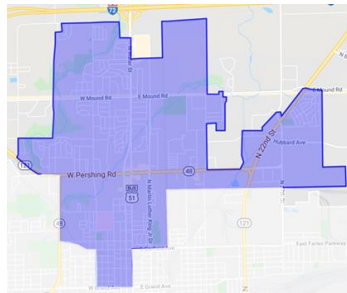


New Boundary

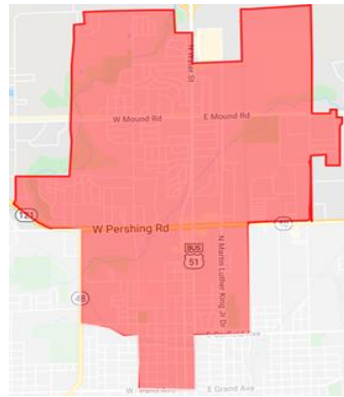


TOPIC	DISCUSSION	ACTION
	The anticipated enrollment at Baum for next school year would be 297 students and maximum enrollment would be 357 students.	Information only.

- Parsons Elementary School
Old Boundary

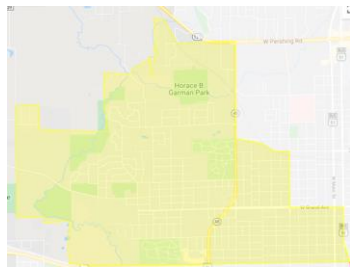


- New Boundary

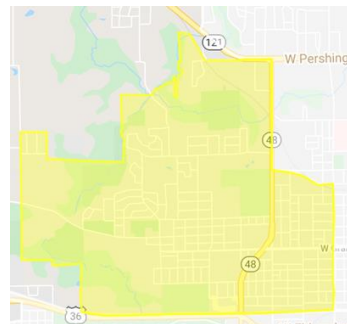


The anticipated enrollment at Parsons for next school year would be 607 students and maximum enrollment would be 639 students.

- Franklin Elementary School
Old Boundary

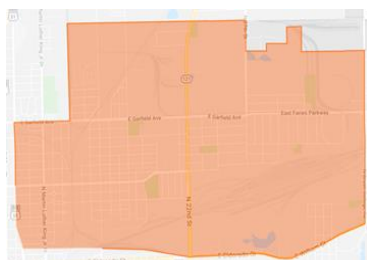


- New Boundary

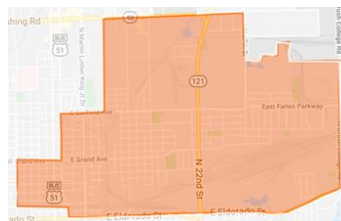


The anticipated enrollment at Franklin for next school year would be 512 students and maximum enrollment would be 540.

- Hope Academy
Old Boundary



- New Boundary



TOPIC	DISCUSSION	ACTION
	The maximum enrollment at Hope would be 550 students.	Information only.
	Please note: The District could still utilize the POD concept (Policy 7:30), if needed.	
	The Board and administration had discussions regarding special education students. Stephen Decatur had a decline in enrollment and had space to house 6 th grade. A neighboring school district may have to assist with rooms for SpEd. This was pending enrollment for next school year.	
	The Board and administration continued discussions regarding projected enrollment and classrooms. Administration noticed an issue with enrollment and space needs in October 2020 for next school year. They knew it would be tight the first year.	
	Dr. Todd Covault, Chief Operational Officer, asked if administration could move forward with the site improvements regarding the busses. The consensus from the Board of Education was to move forward with BLDD.	Information only.
	Dr. Todd Covault noted that the City of Decatur was interested in a joint agreement regarding sidewalks around exterior (Maffit, Johns, Jasper and Whitmer Streets) of Johns Hill. The District cost would be no more than \$70k. The consensus from the Board of Education was to move forward with discussions with the City of Decatur.	Information only.
Important Dates	NEXT MEETING The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, January 26, 2021 in the 1 st Floor Board Room at the Keil Administration Building.	Information only.
Adjournment	President Nolan asked for a motion to adjourn. Mrs. Creighton moved to adjourn, seconded by Mrs. Briscoe. All were in favor.	The Board meeting adjourned at 7:13 PM.

Beth Nolan, President

Melissa Bradford, Secretary

**DECATUR DISTRICT 61 BOARD OF EDUCATION
SPECIAL OPEN SESSION MEETING MINUTES**

DATE/TIME: February 03, 2021

5:00 PM

LOCATION: Keil Administration Building
101 W. Cerro Gordo Street
Decatur, IL 62523

PRESENT: Beth Nolan, President
Kendall Briscoe
Regan Lewis
Andrew Taylor

Courtney Carson, Vice President
Beth Creighton
Dan Oakes

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

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

TOPIC	DISCUSSION	ACTION
Call to Order and Roll Call –	<p>President Nolan noted for our listening audience, “because of the COVID 19 crisis and the Governor’s disaster declarations, the meeting was not fully open. A fully in-person meeting was not practical or prudent because of COVID 19.”</p> <p>For the record, the Board of Education, some District Leadership Team Members, and the District Attorney and others participated via zoom.</p> <p>President Nolan called the Special Open Session Meeting to order and asked for a motion. Motioned by Vice President Carson, seconded by Mrs. Lewis.</p> <p>Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Taylor, Oakes, Carson, Briscoe, Creighton, Lewis, Nolan Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Open Session Meeting was called to order at 5:00 PM.</p>
Pledge of Allegiance	<p>President Nolan led the Pledge of Allegiance.</p>	
Approval of Special Open Session Agenda 02/03/2021	<p>Superintendent Fregeau recommended the Board approve the February 03, 2021 special Open Session Board Meeting agenda as presented.</p> <p>Mr. Oakes moved to approve the recommendation, seconded by Mrs. Briscoe. All were in favor.</p>	<p>Agenda was approved as presented.</p>
Public Participation	<p>President Nolan noted that during Public Participation, the Board of Education asked for the following:</p> <ul style="list-style-type: none"> ● Identify oneself and be brief. ● Any public comments received will be read during this time. ● Comments should be limited to 3 minutes. 	<p>Information only.</p>

TOPIC	DISCUSSION	ACTION
Payment to AllTown Bus Company	<p>For our listening audience, please note that during any Board of Education meeting and public participation, Board Members do NOT respond and/or comment to public comments. Furthermore, the Board refrains from referring to specific students or staff members by name, and requests that public commenters refrain from doing so as well.</p> <p>No one requested to speak.</p> <p>Superintendent Fregeau recommended the Board approve the Administration to Move Forward with a Payment to AllTown Bus Company as presented.</p> <p>Vice President Carson moved to approve the recommendation, seconded by Mrs. Lewis.</p> <p>Superintendent Fregeau noted that the amended contract would be brought to the February 09, 2021 Board of Education meeting.</p> <p>Mr. Taylor asked about state reimbursement. Dr. Todd Covault noted that the State Board of Education stated that you could submit for reimbursement, but the General Assembly had not appropriated any funds relevant to the current year's expenses. The General Assembly generally appropriates these funds in the fall.</p> <p>President Nolan noted that there was \$6million in the budget and \$5million remaining; we had only spent 22% of the budget. Dr. Todd Covault noted that the state was notorious for making late payments. We are a tier four school district, which means we generate far less tax dollars on the transportation levy than other school districts. We are in a different category. There has been no appropriation for FY22.</p> <p>Dr. Covault noted that ISBE had not made a recommendation.</p> <p>Dr. Covault noted that administration had been negotiating with AllTown and it was odd to discuss negotiations in an Open Session live feed. The current agreement was to pay bus drivers 75% of the days out of session and 100% of days in session.</p> <p>President Nolan asked about the email regarding the appropriation of funds and the current recommendation. Dr Covault replied that the emailed documents were negotiation emails to a vendor regarding a price.</p> <p>Dr. Covault noted that at some point students must return to school. AllTown had concerns with the termination of unemployment. The Cares Act II extended unemployment. However, they both will terminate at some time. AllTown went through the bidding process on our routes and came up short. Therefore, we had to reroute for efficiency.</p>	<p>Motion carried.</p> <p>Payment to AllTown was tabled as presented.</p>

TOPIC	DISCUSSION	ACTION
	<p>President Nolan noted that we fell short of the drivers for the return to school and now there was a sense of urgency. Dr. Covault replied that this discussion with AllTown was negotiations.</p> <p>Mrs. Briscoe noted that when COVID first started, the Board stance was to pay people. Her issue was that they did not receive the information on October 30, 2020. Superintendent Fregeau noted that the state gave clearance to pay people. In the fall, we had discussion regarding security and coaches. Dr. Covault and Dr. Fregeau decided to continue negotiations with AllTown then bring a recommendation forward to the Board of Education.</p> <p>Mr. Taylor noted that AllTown previously stated that they could meet our obligations. Superintendent Fregeau replied, yes AllTown stated they would fulfill the contract.</p> <p>Mrs. Briscoe noted that we allowed the bus company to go under and if we were on the front end, it could have been a different scenario.</p> <p>Superintendent Fregeau noted that administration made a decision to continue with negotiations with AllTown. Mrs. Briscoe noted that the Board knew nothing. President Nolan noted that no information was brought to the Board regarding negotiations and if so, the Board would have provided guidance. Superintendent Fregeau noted that administration was working on several variables including routing.</p> <p>President Nolan noted that she felt as if the payment piece was separate.</p> <p>Dr. Covault noted that drivers would be paid 100% on days when school was in session and 74% on the Wednesday when not in session,</p> <p>Mrs. Creighton asked to pay bus drivers 100% regardless of the number of routes and whether in or out of session. She wants something higher than 74%.</p> <p>Superintendent Fregeau noted that other districts were getting their monies from property taxes and payment to the bus company ranged from 40% to 100%.</p> <p>Superintendent Fregeau noted that bus drivers would have to use the same approach as others as it relates to vaccination, but he could check with Crossings.</p> <p>Greg Polan noted that the sooner bus drivers could be paid the better and last year they were paid 100% until the last day of school.</p> <p>The Board and administration continued discussions.</p>	

TOPIC _____ DISCUSSION _____ ACTION _____

Vice President Carson agreed with Mrs. Creighton and noted that the bus drivers should get paid 100% no matter the circumstances.

Mrs. Briscoe agreed with Mrs. Creighton and Vice President Carson and noted that the bus drivers should get paid 100%.

Mr. Oakes noted that he wanted to wait on the new proposal.

Superintendent Fregeau reiterated that the recommendation needs to incorporate that AllTown would be reimbursed 100% whether students were transported or not. President Nolan replied no, she has not asked all Board members yet.

Mr. Taylor noted that the bus drivers would be paid. If 75% was the agreed amount, why ask for more? Mr. Polan replied that he asked for 90% in October 2020. Mr. Taylor asked for a compromise between both parties with a recommendation.

Mrs. Lewis asked for administration to work out an equitable arrangement with AllTown in order to repair the relationship and she was comfortable with going up to 100%.

President Nolan noted that she was in favor of 100%.

Mrs. Lewis noted that she does not want to interfere with contract negotiations and asked administration to figure out any other obstacles.

Mr. Oakes wants AllTown, Dr. Fregeau and Dr Covault to continue their discussions.

Mrs. Lewis asked if this was considered retro pay. President Nolan replied it could and other districts had done retro pay. Mr. Polan replied that retro pay or a bonus could bring bus drivers back to work sooner.

President Nolan noted that she would be in favor of retro pay from November 01, 2020 because the Board never received the information submitted on October 30, 2020 by AllTown.

Mrs. Creighton agreed. Mrs. Lewis noted that she was in favor of retro pay, but Mr. Polan needs to tell them exactly what they needed.

Mr. Taylor noted that the drivers were receiving unemployment, but agreed with retro pay, if necessary.

Mr. Oakes wants to receive numbers after conversations between AllTown and administration. He does not want to go over budget.

TOPIC	DISCUSSION	ACTION
	<p>Mrs. Lewis asked to consult counsel to see if retro-pay affects taxes of drivers due to unemployment. There was a contractual relationship between the District and AllTown, therefore, any tax concerns would be AllTown’s issue.</p> <p>Attorney Braun noted that if you want this on the next Board agenda, there was only forty-eight hours to work on a proposal/recommendation.</p> <p>President Nolan asked Superintendent Fregeau if he had the information needed from the Board in order to move forward. He replied yes.</p> <p>President Nolan asked for a motion to table this item. Vice President Carson motioned, seconded by Mrs. Lewis. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Lewis, Oakes, Creighton, Carson, Briscoe, Nolan, Taylor Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	
Important Dates	<p>NEXT MEETING The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, February 09, 2021 in the 1st Floor Board Room at the Keil Administration Building.</p>	Information only.
Closed Executive Session	<p>President Nolan noted that the Board of Education would meet in Closed Executive Session to discuss a personnel matter. Mrs. Creighton moved, seconded by Mrs. Briscoe. All were in favor.</p>	Board moved to Closed at 5:54 PM.
Return to Open Session	<p>President Nolan motioned to return to Open Session, seconded by Mrs. Briscoe. All were in favor.</p>	Board Returned to Open Session at 6:03 PM.
Adjournment	<p>President Nolan motioned to adjourn Open Session, seconded by Mrs. Briscoe. All were in favor.</p>	Board Adjourned at 6:04 PM.

Beth Nolan, President

Melissa Bradford, Secretary

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

DATE/TIME: February 09, 2021

4:00 PM

LOCATION: Keil Administration Building
101 W. Cerro Gordo Street
Decatur, IL 62523

PRESENT: Beth Nolan, President
Kendall Briscoe
Regan Lewis
Andrew Taylor

Courtney Carson, Vice President
Beth Creighton
Dan Oakes

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

President Nolan called the meeting to order at 4:00 PM.

TOPIC	DISCUSSION	ACTION
Call for Closed Executive Session	President Nolan 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, and collective negotiating matters between the Board and representatives of its employees, seconded by Vice President Carson..	Board moved to Closed Executive Session at 4:00 PM.
	Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Carson, Nolan, Oakes, Briscoe, Taylor, Creighton, Lewis Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	
Return to Open Session	President Nolan motioned to return to Open Session, seconded by Mr. Oakes. All were in favor.	Returned to Open Session at 5:54 PM.
Open Session Continued	President Nolan 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, and collective negotiating matters between the Board and representatives of its employees. No action was taken during Closed Executive Session.	Information only.
Pledge of Allegiance	President Nolan led the Pledge of Allegiance. President Nolan stated to the listening audience, “Because of the COVID 19 crisis and the Governor’s disaster declarations, this meeting was not fully open. A fully in-person meeting was not practical or prudent because of COVID 19.” For the record, the Board of Education, some District Leadership Team Members, the Student Ambassadors, the District Attorney and others participated via Zoom.	

TOPIC DISCUSSION ACTION

**Approval of
Agenda,
February 09,
2021**

Superintendent Fregeau recommended the Board approve the February 09, 2021 Open Session Board Meeting agenda as presented.

Agenda was approved as presented.

Mr. Taylor moved to approve the recommendation, seconded by Mr. Oakes. All were in favor.

**Public
Participation**

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

Information only.

- Identify oneself and be brief.
- Any public comments received will be read during this time.
- Comments should be limited to 3 minutes.

For our listening audience, please note that during any Board of Education meeting and public participation, Board Members do NOT respond and/or comment to public comments. Furthermore, the Board refrains from referring to specific students or staff members by name, and requests that public commenters refrain from doing so as well. The request that you omit names was made to protect you from allegations of libel or slander or from violations of the Illinois School Student Records Act. It was not intended to shield an employee from criticism.

Darrell Reynolds, Vice President of the Black Metro Chamber of Commerce, spoke to the Board regarding the students return to in-person learning. He was concerned with the educational experience that students were not receiving due to virtual learning. Students were stressed due to the confinement and he asked that the bus company be paid.

Elizabeth Palagi, Junior at Eisenhower High School, spoke to the Board regarding the difficulties of e-learning. She is an AP student who failed her first class last semester. She was drowning in work and anxiety. There was a petition regarding the mental health of students. Students were being deprived of normalcy. She asked the Board for ways to help the students due to the loss of education and mental well-being.

James Palagi, DPS Parent, spoke to the Board regarding his move to Decatur, IL three years ago. His daughter is a musician. Several people work very hard on the perception of Decatur Public Schools. The students were trying to absorb a lot of knowledge on their own and were struggling. He asked the Board to listen to the students because they were asking for help.

Evan Mellon, Junior at Eisenhower High School, spoke to the Board regarding mental health outreach. The online learning, due to the amount of schoolwork and the shortened class periods, has negatively affected his mental health. He knows several students who failed their first class, which has also affected their mental health. There needs to be an increase for mental health outreach.

TOPIC _____ DISCUSSION _____ ACTION _____

Azlynn Padderate spoke to the Board regarding the students point of view with virtual information learning and their lack of motivation. Forty-five students participated in a survey and only the results were as follows:

- 91% noticed a decline in happiness.
- 71% not taking care of themselves properly.
- 84% have felt unheard.
- 97% felt overworked and overwhelmed.

Students were struggling every day, overworked and overwhelmed and only parents have noticed. Twenty parents participated in a survey and the results were as follows:

- 75% noticed a change in students mood and/or attitude:
 - Lack of motivation.
 - Looking hopeless.
 - Irritation.
 - Sleeping all day.
 - Anger.

Students were asking for a different “course of action” for the workload and a safe place to talk to each other and/or a counselor if virtual learning continues.

Rob Cook, DPS Parent, spoke to the Board regarding their disappointment in the district’s effort to return to in-person learning. Please see the attached letter.

Please see the attached letters that were read during public participation.

Board and/or Committee Reports

Mrs. Creighton noted that the Schedule B Committee received a Chess Pilot proposal. Information only. The committee will review it individually and discuss collectively during their next meeting, which will be February 11th.

Student Ambassadors

No report from the Student Ambassadors at this time. Information only.

Board Discussion Resolution on Racism

Mrs. Creighton noted that she met with Dr. Judith Campbell regarding the training on the Resolution on Racism and she wants to run their ideas by the Board. She would like the current Board to receive the training. Information only.

President Nolan noted that she met with Jeff Dase, Dr. Judith Campbell and High School Principals regarding the implementation of African American Studies as a requirement for graduation. At this time, discussion will continue.

President Nolan noted that Social Emotional Learning (SEL) curriculum would be voted on during the next Board meeting. Dr. Judith Campbell will submit a recommendation; this would include the Resolution on Racism elements and rubric from the committee.

TOPIC	DISCUSSION	ACTION
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Mrs. Creighton asked about the SRO Contract. President Nolan replied it might come in March, but has to be voted on by May. As it relates to the Resolution on Racism, Mrs. Creighton asked that discussions take place with the right people before a recommendation was submitted for approval.

**Reports from
Admins
Franklin Grove
School Principal
Announcement**

Superintendent Fregeau presented and announced that Dianne Brandt was selected to be the Principal of the combined Franklin and Oak Grove Elementary Schools that is now named Franklin Grove Elementary School (see attached). Mrs. Brandt will proceed with the process for an assistant principal in the near future.

Information only.

Mrs. Brandt thanked everyone for the opportunity to serve as Principal of Franklin Grove Elementary School.

As schools merged, the process for the principal position was as follows:

- The position was posted.
- Individuals applied.
- Candidates were vetted and interviewed by a committee.
- The committee discussed and sends a recommendation to HR.

President Nolan noted that this was a process designed intentionally and was a function of the consolidation effort.

**Return to Learn
Plan/Extended
Learning Plan
Update**

Superintendent Fregeau presented the Return to Learn (R2L) Plan/Extended Learning Plan Update (see attached). The start date for families who selected in-person learning is March 22nd as virtual learning would also continue.

Information only.

Model 2 was chosen livestreaming teaching – both in person and virtual students will participate in a full day of instruction, utilizing a livestream via the teachers' laptops so that the teacher could instruct both in-person and virtual students at the same time.

Mr. Taylor asked what constitutes an outbreak. Superintendent Fregeau replied that if it were District-wide, everyone would transition back to virtual learning. If it was a building, Superintendent Fregeau would discuss quarantine requirements (time period etc.) with the Health Department. If quarantine was needed, that building and/or classroom(s) would and transition to virtual learning as appropriate.

Mrs. Lewis asked for the best way to make a change with transportation. Henry Walker, Director of Operations, replied to contact the building secretaries and they would submit the change request form (bus), however, continue to enter in Skyward.

President Nolan asked why Wednesday was not an option for in-person learning; it is virtual only. Superintendent Fregeau replied that Wednesday would be used for teacher planning time and it limits contact tracing by not mixing students back to back.

TOPIC DISCUSSION ACTION

President Nolan noted that the District should be open to allowing other students as well.

President Nolan noted that this R2L plan was very different from the first plan, She thanked the DEA, administration and others involved. It was a good plan. Superintendent Fregeau replied that he has a great team.

Mrs. Briscoe noted that the Board does not vote on the R2L plan. Attorney Braun replied that the legwork was done by administration and bargained as appropriate. The Board of Education does not have the expertise and/or the time to develop a R2L plan. This was primarily a DEA/administration plan, the Board provided oversight. Mrs. Briscoe noted that other Boards voted on their plan and this may have caused some confusion. Attorney Braun noted that staying open depends on demographics and this was a complicated task with several moving parts. There will be glitches that could not be avoided. IDPH and IHSA had also been through several changes. Mrs. Briscoe thanked Attorney Braun and the administration.

Personnel Action Items Superintendent Fregeau recommended the Board approve the Personnel Action Items listed in the Memo from Deanne Hillman, Director of Human Resources, as presented. Motion carried. Personnel Action Items were approved as presented.

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

Employment of an Assistant Principal at Parsons Elementary School Superintendent Fregeau recommended the Board approve the Employment of Dr. Khari Grant as the Assistant Principal at Parsons Elementary School as presented. Motion carried. Employment of Dr. Khari Grant, Assistant P. at Parsons was approved as presented.

Mrs. Creighton moved to approve the recommendation, seconded by Mrs. Briscoe. Hearing no questions, President Nolan called for a Roll Call Vote:
Aye: Creighton, Taylor, Oakes, Nolan, Lewis, Carson, Briscoe
Nay: None
Roll Call Vote: 7 Aye, 0 Nay, 0 Absent

Intergovernmental Agreement between DPS 61 and the City of Decatur Superintendent Fregeau recommended the Board approve the Intergovernmental Agreement between the Decatur Public School District 61 and the City of Decatur as presented. Motion carried. Intergovernmental Agreement between DPS 61 and the City of Decatur was approved as presented.

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

TOPIC	DISCUSSION	ACTION
AllTown Contract Amendment	<p>Superintendent Fregeau recommended the Board approve the AllTown Contract Amendment as presented.</p> <p>Mrs. Creighton moved to approve the recommendation, seconded by Mrs. Briscoe.</p> <p>Mr. Oakes noted that he was going to vote no because the Board should not negotiate in an Open Session and that AllTown does not pay retro pay. This would support AllTown not the bus drivers.</p> <p>Mrs. Lewis read a statement regarding information she researched and her reflection from the previous Board of Education meeting. Please see our website for the video of the entire statement as follows: www.dps61.org ~ Our District ~ School Board ~ Board of Education Meeting Videos ~ February 09, 2021 Board of Education Meeting (video link).</p> <p>Mrs. Lewis asked her Board colleagues to join her in voting no for this recommendation and allow the parties to go back to the table and have a meaningful conversation without Board influence. Then, submit a realistic recommendation based on the budgetary and operational concerns of both parties.</p> <p>Mrs. Lewis moved to amend the recommendation to remove back pay from November 01, 2020 – February 09, 2021. Mr. Taylor agreed and noted that it was irresponsible for the Board to assert themselves in these negotiations.</p> <p>Mrs. Briscoe asked Superintendent Fregeau if he did what the Board asked regarding the R2L. Superintendent Fregeau replied that they provided answers with the parameters given by the Board. Mrs. Briscoe noted that one regarding percentage of students could not happen. Superintendent Fregeau replied, but it was considered.</p> <p>Mrs. Briscoe asked if this was his administrative recommendation for AllTown. Mrs. Lewis, Mr. Taylor and Mr. Oakes replied that this was not an administrative recommendation. This was a directive to administration from the Board. Superintendent Fregeau replied that between the thirty-seven minute mark and the thirty-eight minute mark of the video, four Board members noted that they wanted to pay 100% per day; retro pay was mentioned later in the meeting. Mrs. Briscoe asked if this was Superintendent Fregeau’s recommendation. He replied that it was based on feedback from the Board and administration’s recommendation was based on the Board’s guidance provided from the last Board meeting.</p>	<p>Motion carried.</p> <p>AllTown Contract Amendment was approved to table as presented.</p>
	<p>President Nolan motioned to table this item. Mr. Oakes replied no table let us vote on this item. Mrs. Creighton seconded the motion, because she did not get a chance to ask questions. Attorney Braun noted “Roberts Rules of Order Protocol” to the Board of Education. Attorney Braun noted that there was a motion and a second on the floor. He asked for the Roll Call Vote to eliminate any confusion. Vice President Carson seconded the motion to table this item. President Nolan asked for the Roll Call Vote.</p>	

TOPIC	DISCUSSION	ACTION
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	Mrs. Lewis noted that she motioned to amend it at the end of her statement. President Nolan noted that there was no second. Seconded by Mr. Taylor. Board Secretary asked for guidance from Attorney Braun. Attorney Braun noted that the motion and second was to table this item and after the vote, Mrs. Lewis can motion to amend contract, if desired.	
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	There was a motion on the floor by President Nolan, seconded by Vice President Carson to table this item. President Nolan called for a Roll Call Vote:	
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	Aye: Carson, Creighton, Nolan, Briscoe	
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	Nay: Taylor, Oakes, Lewis	
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	Roll Call Vote: 4 Aye, 3 Nay, 0 Absent	
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	Attorney Braun noted that the item was tabled and Mrs. Lewis could motion to amend. Vice President Carson noted that tabling was to allow the experts to go back to the table for discussion. Attorney Braun noted the “Roberts Rules of Order Protocol” pulled the motion to pay AllTown off the table/agenda for the moment and it could be brought back tonight.	
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	Mrs. Creighton noted that everyone offered an opinion last week and she thought administration and AllTown were going to have a conversation. Mrs. Lewis replied that AllTown told administration that he did not have to negotiate anymore based on the directive from the Board of Education.	
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	Mr. Taylor moved to Amend the AllTown Contract to pay 100% effective February 10, 2021 for the remainder of the 2020-2021 school year with no back pay, seconded by Mrs. Lewis. Vice President Carson noted that the back pay would not go to the drivers. Mr. Oakes noted that instead of paying 74% on Wednesdays, they would get 100%.	Motion carried. AllTown Amendment to pay 100% with no back pay was approved as presented.
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	President Nolan called for a Roll Call Vote:	
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	Aye: Lewis, Oakes, Creighton, Carson, Taylor	
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	Nay: Briscoe, Nolan	
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	Roll Call Vote: 5 Aye, 2 Nay, 0 Absent	
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BLDD Contract for Gymnasium Floor Bids	Superintendent Fregeau recommended the Board approve the BLDD Contract for Gymnasium Floor Bids as presented.	Motion carried. BLDD Contract for Gymnasium Floor Bids was approved as presented.
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	Mrs. Lewis moved to approve the recommendation, seconded by Mrs. Briscoe.	
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	Hearing no questions, President Nolan called for a Roll Call Vote:	
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	Aye: Oakes, Nolan, Lewis, Briscoe, Creighton, Taylor, Carson	
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	Nay: None	
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	Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	
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TOPIC DISCUSSION ACTION

Construction Changes for Johns Hill Magnet School Superintendent Fregeau recommended the Board approve the Construction Changes (orders) for Johns Hill Magnet as presented. Motion carried
 Mrs. Briscoe moved to approve the recommendation, seconded by Vice President Carson. Hearing no questions, President Nolan called for a Roll Call Vote: Construction Changes for Johns Hill Magnet School were approved as presented.
 Aye: Lewis, Oakes, Creighton, Carson, Briscoe, Nolan, Taylor
 Nay: None
 Roll Call Vote: 7 Aye, 0 Nay, 0 Absent

Internet Protocol Intercom Bids for Hope Academy and Stephen Decatur Middle School Superintendent Fregeau recommended the Board approve the Internet Protocol Intercom Bids for Hope Academy and Stephen Decatur Middle School as presented. Motion carried
 Mrs. Creighton moved to approve the recommendation, seconded by Mrs. Briscoe. Hearing no questions, President Nolan called for a Roll Call Vote: Internet Protocol Intercom Bids for Hope and SDMS were approved as presented.
 Aye: Carson, Lewis, Taylor, Briscoe, Nolan, Creighton, Oakes
 Nay: None
 Roll Call Vote: 7 Aye, 0 Nay, 0 Absent

Consent Items Superintendent Fregeau recommended the Board approve the Consent Items as presented: Motion carried.
 A. Minutes: Open/Closed Meetings January 26, 2021
 B. Freedom of Information Report
 C. Bills
 Consent Items were approved as presented.
 Vice President Carson moved to approve the recommendation, seconded by Mr. Taylor. Hearing no questions, President Nolan called for a Roll Call Vote:
 Aye: Nolan, Creighton, Lewis, Oakes, Briscoe, Taylor, Carson
 Nay: None
 Roll Call Vote: 7 Aye, 0 Nay, 0 Absent

Announcements The Board of Education sends condolences to the families of: Information only.
 Reynaldo Tapia Jr., who passed away Sunday, January 31, 2021. Mr. Tapia was the father of Ann Rohman, Accounts Payable Analyst at the Keil Administration Building.

Randy Earl Bond, who passed away Wednesday, February 03, 2021. Mr. Bond was the brother of Carolyn Young, Custodial Employee in Decatur Public Schools.

Important Dates **February** 12 Lincoln’s Birthday – **SCHOOL IS IN SESSION** Information only.
 15 President’s Day Holiday
 – **NO SCHOOL and District Offices are Closed**
 17 Special Open Session Board Meeting
 – To Discuss Boundaries and Facilities

TOPIC	DISCUSSION	ACTION
<u>March</u>	01 Casimir Pulaski Holiday – SCHOOL IS IN SESSION 15 – 19 Spring Break Week – NO School for Students and District Offices are Open	

NEXT MEETING

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, February 23, 2021 at the Keil Administration Building.

Adjournment

President Nolan asked for a motion to adjourn the Open Session. Mrs. Briscoe motioned, seconded by Vice President Carson. All were in favor.

Board
adjourned at
8:50 PM.

Beth Nolan, President

Melissa Bradford, Board Secretary

From: Emily Cook <emilyjsc@hotmail.com>
Date: Tuesday, February 9, 2021 at 12:10 PM
To: We Listen <WeListen@dps61.org>
Cc: Robert Cook <cook.robert@mhsil.com>
Subject: Return to learn

Decatur Public School BOE and administration:

We are writing this letter to express our disappointment in the district's effort to return to in-person learning. We are not looking to cast blame on either the board or the district administration, and it is our hope that no further energy will be wasted on such scapegoating; we very much hope all effort going forward will be spent on engineering an effective plan to get our kids back in school, even if only a few days a week.

Our greatest disappointment has been that various plan failures have postponed several announced return to school dates. Those return dates were great sources of hope for our children when they were announced, but our kids have become increasingly frustrated and demotivated each time a start date was missed. At this point, distance learning has become very difficult in the face of this repeated disappointment.

We believe that returning to school as soon as possible, is of immeasurable importance for our kids—and we feel that every single week more our kids can be in school, even if for only a few days a week, will have a considerably positive effect on our kids. Concepts that are unclear through the medium of video could be made clear in person. Moods and motivation would immediately improve, and the psychological benefits of a few days of in-person learning would, we believe, carry over into distance learning to greatly enhance our kid's ability to learn.

Please, DPS 61 board and administration, work together to get our kids back in school as soon as possible.

Emily and Rob Cook.

From: Al Scheider [mailto:alscheider@yahoo.com]

Sent: Monday, February 8, 2021 8:44 AM

To: Melissa Bradford <MBradford@dps61.org>

Subject: Statement for 2-09-21 Board Meeting

Because I will be working at the MacArthur Basketball game during the Feb 9th meeting, I am sending the attached statement to be read during the Public Comments. Al Scheider, MacArthur HS Counselor

Statement to DPS 61 School Board

2-09-21 Meeting

In regards to your discussions about the Return to Learn Plan, please consider the following:

1. Detailed plans for the return to in-person learning have been in the developmental process since last August and have been ready to execute for months. These plans have focused on ensuring the safety of those students who come to the school.
2. There is no need to have teachers present a lesson twice a day, as the return-to-learn plans have included access for remote learners during the in-person presentation. Therefore, longer times are possible for each morning presentation, leaving time available for any student to contact the teacher in later times of the day, which are devoted to individual help.
3. Remote learning has taken a huge toll on both the academic progress and mental health of a vast majority of our students. Every day that in-person learning is delayed exacerbates those tolls. Therefore, please do not wait till March 22nd. Start in-person learning as soon as possible.

Al Scheider , MacArthur HS Counselor

From: April Brown [mailto:aprilbrown0924@gmail.com]

Sent: Monday, February 8, 2021 4:48 PM

To: Melissa Bradford <MBradford@dps61.org>

Subject: DPS academic and mental health crisis

DPS is Failing Us

DPS has said they always put their students and staff first. They only want the best for us. When Covid19 hit, DPS made the decision to move its schools to online learning for the safety of their staff and students. They had hope that we would be able to go back to in-person learning by the next school year. Sadly, the chance of going back in 2020 was slim, but there was hope for the new year.

DPS finally started to make a plan that we could soon start going back to school for one day a week. They made a schedule for the week, an overview, and even sent out questioners for us to answer stating whether we were going back or not. As the time started to approach, DPS said we would not be returning back due to a “mishap” with the bus companies; so, they say. Now they are saying we will be going back towards the end of March, but are they sure this will even happen? DPS is claiming they are just doing it out of the safety of their staff and students, but are they actually trying to help their staff and students?

Teachers have had to try a new way of teaching this year, virtual learning. Instead of teaching in a classroom and having an hour to teach and help their students, they now have to teach through video calls and only have 20-30 minutes to teach what they would in an hour. They are having to teach from their homes where they may have kids at home instead of in the quite setting of their classroom. Teachers just as much as the students want to go back to school and actually be able to teach their students, but just like students they continue to get disappointed by DPS. They have failed to help their staff in the way that the teachers need help. Teachers are struggling in their own ways and are not receiving and information or help from DPS.

Teachers aren't the only people DPS is failing; they are also failing their students. Like teachers, students have had to adjust to virtual learning. They are now having to do everything online and learn in a very short amount of time. They also are not able to get the 1 on 1 help that they would be getting if they were learning in person. All of this is severely effecting students' academics. Honors and AP students who usually always have A's and B's are now struggling to keep a C. Freshmen are having to start their first year of high school doing everything online and not getting the extra help that they usually get. Students that have never failed a class in their life are now starting to fail a majority of their classes. None of this is any of the teachers' fault either. They are doing everything they can to try and help their students succeed. They understand that right now is not an easy time on us. Them along with the councilors are also trying to help their students right now with not just their academics, but also their mental health.

Along with struggling with our academics, students are also severely struggling with their mental health. Having to deal with everything online plus the pandemic happening can cause a lot of stress, at least for me. I'm a senior at Eisenhower, and this is nothing like how I accepted my senior year to be. I struggle with anxiety and this online learning has not been easy with it. At the beginning I was fine and got my work done on time, but then the workload started to be a lot. I would get so overwhelmed with all the work that there would be a week where I would not do work at all because I was so overwhelmed and had no motivation to do it. This caused my grades to drop and I would get behind and it was hard to catch up; let me add too that I'm an honors/AP student and usually do not struggle like this. Thankfully for me all my teachers and councilor were supper supportive and understanding of what I was going through. They wanted to help me in whatever way they could, and not just with my academics. The teachers do not have to help us with our personal life, but they are choosing to because they understand that this virtual learning is not easy. While they were helping though,

DPS board and higher up workers were doing nothing.

Along with my classes at Eisenhower, I'm also taking a couple classes at Richland. I might not be at Richland for the majority of my school day, but they are helping any of their students at their campus however they can. This year they partnered with the app META that offers online counseling for help with mental health. They also are allowing their students to use it for free for the first couple times. They understand that during these times, even with some Richland classes being back in person, we may still be struggling with some things on our own. They are actually showing that they care by giving us the resources if we choose to use them.

Now has the DPS done anything like this? I think we all know the answer to this. Not once have I seen a program or something to help us from DPS or even a flyer with helpful tips. The only thing I have seen is a flyer the one that NHS made for Eisenhower, because we all were struggling in our own ways and knew everyone else was too. DPS has done nothing to help their students mentally or academically except for continuing to give us false hope about being able to go back to school. While they are talking about what they think is best for us, we are here struggling while our teachers and counselors are trying to help us as much as they can.

DPS has failed us as students and even teachers. They are doing what they think is best for us, but not once have they asked us. Not once has the board from DPS asked us how we are doing, how is online learning going, and most importantly, what they can do to help us.

How Virtual Learning is going

Hello my name is Azharien Perry and I am a freshman at Eisenhower High School. For the past 5 months of virtual learning I've been hearing and seeing stress among the students, parents and teachers. So much stress that students are giving up on themselves and are not trying at all any more. We know it's a difficult time right now but we need to find a way to help all students of dps61. Students, teachers and parents feel like piling up on schoolwork is not the answer. I personally have 8 classes with 7 assignments daily so at the end of the week I would or should have 35 or more assignments completed with only 25 minute classes. I do not know all of the time teachers teach for all of dps schools but I can tell it's hard for teachers to teach so much in a little amount of time. Students are giving up because simply they don't know what to do or they are frustrated on how much school work they have. We are seeing students' grades drop left and right. The school year is almost up. We need to fix this before it's too late. I consider you to listen and talk with your students, teachers and parents. And I would also consider the workload requirements for teachers and students. Thank you for your time.

February 7, 2021

Dear Superintendent Fregeau, President Nolan, and School Board Members,

My name is Karen Bartley and I live at 1575 W. Wood Street, Decatur. I am a library assistant at Johns Hill Magnet School but my most important job is being a mom. I am writing to you to show my support for the MacArthur and Eisenhower basketball teams. My son is a senior at MacArthur and on the varsity basketball team.

As you know, this school year has been challenging, both academically and also socially and emotionally for our kids. By allowing sports and extracurricular activities to take place now instead of waiting until March 22, you have addressed some of those social needs. Now, I am asking you to help meet some of their emotional needs.

I would like you to consider allowing spectators at the basketball home games. I have checked with other schools in the C8 conference and many of the schools are allowing the players to each have 2 tickets so they can have family support at their home games,

It is so important for these boys to see loved ones in the stands cheering them on during the game. If you feel that 2 tickets per player allow for too many spectators for social distancing, maybe you would consider 1 ticket per player. If that is still too many spectators, could you please consider at least letting the seniors' parents/guardians attend the home games?

Another item that I would like you to consider is allowing sport reporters to have access to the games and practices. **The publicity is good for the school and the players.**

Many of these players are trying to get to the next level and play in college. But COVID stole that opportunity away from some of them since their AAU programs were shut down this summer and now a very short basketball season. Film and newspaper accounts will help promote the players and highlight the positives of playing sports for our schools.

Thank you for your consideration in supporting our children by allowing spectators at home games and giving news reporters access.

Sincerely,

Karen Bartley
1575 W. Wood Street Decatur, IL 62522
217-422-035

From: Karen Walker
Sent: Monday, February 8, 2021 3:30 PM
To: We Listen <WeListen@dps61.org>
Cc: Melissa Bradford <MBradford@dps61.org>
Subject: Letter for the Board 2/8/2021

Good evening Superintendent Fregeau, President Nolan and School Board Members,

My name is Karen Walker and I live at 4631 E. Yorktown Ct, Decatur. I am a 5th grade teacher at Hope Academy and both my children attend Eisenhower High School.

Thank you for taking the time to listen to my concerns. As a parent of a senior this year, I have seen my child lose out on so much of his Jr and Sr year. Last year I watched as the world shut down. As a teacher, I saw disappointment in the students I teach as well as my own children. I don't need to list all the ways as I am sure you are already aware.

Through all of this, our children are rising to the occasion. They are setting alarms, becoming self-motivated, and finding a way to get the never-ending piles of work complete. My children as well as others have struggled with not being able to compete in the things they love most.

As we started to see neighboring states open up and start playing sports, we were hopeful. Illinois was on the harsher side of restrictions as we all know. We didn't know if we would see the day that our student athletes would be able to return to the gym. As of 2 weeks ago, we were thrilled to find out that our children would be able to return to the gym. Seeing communities around us open up and develop plans gave me hope. That was until I heard our districts plan.

As I stated before, my son is a senior. He refers to this year as "his last dance." Fortunately, he has already committed to play at a D1 school following this "last dance" of his but imagine my disappointment when I found out I will not be able to attend any of games. ZERO. Not one.

Every child wants someone to be proud of them. They want to look up in the stands and see their support system smiling and clapping. For years, my child has

poured his heart into basketball for DPS. He leaves it all on the court and will until the very final second of his DPS career.

What I am asking of you is to consider developing a plan where parents get to watch, encourage, and support their child at home games. Every district around us have come up with plans to do this. Even the bigger districts like Springfield High, Southeast, Lanphier, St. T, Maroa, Bloomington, Monticello... the list goes on and on. I am coming to you as a parent first, but more importantly a parent of a senior. I won't ever get this time back. Is he continuing to play in college? Yes, but there is nothing like a senior year.

Please try to find a way to let a few spectators into the games. Perhaps giving each player 2 tickets per home game would be a starting point.

I want to leave you with one final thought and plea. After the amount of time my son has spent pouring sweat and tears in different gyms across DPS, please don't be the reason I have to miss my child's "last dance."

Sincerely,
Karen Walker
Proud Parent of DPS61

Karen Walker
5th Grade Teacher
Hope Academy
217-362-3280



Dear School Board members and Administration,

As the counselors at Eisenhower High School, we felt compelled to write a letter in regards to the precipitous drop in both the academic aptitude and mental well-being of our students. As we approach a year of 100% remote learning, we are seeing more students than ever failing classes and struggling emotionally. Students that were once carrying all A's in honors and AP classes, are now barely passing them. Students that we would see smiling with friends as they walked in the hallway, are now reaching out to us because they are having a hard time getting out of bed. Seniors that were once ready to go to college, are now wondering if they will even be able to graduate and walk the stage in May with their peers. Students that were once coming to school daily, trying their best to pass classes, have now given up and are working full time jobs instead.

Our students are not able to see the big picture like we are. We can tell them that "this too shall pass" and that they just need to keep trying their best, but they can't see or understand that at this age. They are missing their friends, drowning in assignments that keep flooding their inbox, and starting to lose hope that things will turn around.

We understand that there is so much that goes into the decisions that have to be made, and we appreciate all the time and effort that has gone into planning so far; but we are concerned that March will be too late for some of these students. Even if students are not able to get back in the classrooms before then, it seems like something has to change, because the current remote learning expectations are not allowing our students to succeed right now. We just ask that their emotional health and academic success are reflected in your timelines and decisions moving forward.

Thank you for your time and consideration,

Laura Mandernach and the Eisenhower High School Counselors

From: Marie Jagger Taylor <jaggertaylorm@gmail.com>

Date: February 4, 2021 at 8:53:13 PM CST

To: We Listen <WeListen@dps61.org>

Subject: Board of Education Public Comment to be Read at 2.09.21 meeting

Dear Dr. Fregeau, President Nolan and Members of the School Board,

Thank you for your support of our Arts Education Policy. The passing of this Arts Education Policy represents to our students and community that we affirm the value of Arts Education and expresses a commitment to providing all DPSD students quality arts learning. I am very appreciative of your support and the opportunity to elevate and engage the Arts into our school curriculum.

A special thank you to the Administration for their support and guidance and to the Community Arts Team for their insight, passion and leadership. They have worked passionately on this project and with the passing of the Arts Education Policy, our work has just begun!

Thank you again,
Marie Jagger-Taylor
Arts Education Specialist

From: Melanie Ishmael <melanieishmael@gmail.com>

Date: February 9, 2021 at 2:12:19 PM CST

To: We Listen <WeListen@dps61.org>, Melissa Bradford <MBradford@dps61.org>

Subject: Revised Letter to the Board

Dear DPS61 School Board of Education:

From my understanding, the chief operational officer of DPS61, not only solely made the decision to hold funding from Alltown, but to go against requests from both senior-level admin and subordinate staff to make the ill-advised decision to not bring this matter to you, the Board of Education, for guidance. He stated, "I am not willing to stand in front of the board and recommend any fee for which the General Assembly has not appropriated reimbursement." Despite this statement of ownership by the COO, during last's week's special open session board of education meeting, the target of the board's ire appeared to be the superintendent. In fact, the board president went on a local radio show the following morning and stated the COO kind of gets a pass because "it's part of his job."

For the past year, this board has made it difficult for the superintendent to do his job, limiting his control and not listening, or even berating him, when he has spoken up for the needs of his staff and the district. Other administrators, including the chief operational officer, director of operations, and the assistant superintendent of teaching and learning, have appeared to have more power or received more grace from the board during this extraordinary time.

It is time for this board to own their responsibility in this situation. Perhaps if we had paused some of the board-driven initiatives and projects in light of a 100-year pandemic, everyone could focus on making educating our kids a priority. This board has spread administration too thin, and our kids are the ones who are paying the price, not the board, despite what was suggested during last week's unprofessional spectacle on Facebook.

The role of the school board is to be the voice for the people and to provide guidance to the superintendent who then runs the district. Not only has this board overstepped their bounds, but they are no longer speaking for the people who elected them. The massive changes made by this board in the last four years has not made DPS better; in fact, I think it is safe to say that the situation is much worse.

As we enter the last few months of this 2020-21 academic year and the tenure of the majority of this board, it is imperative that you reprioritize your focus on return to learn and staff morale/retention. It's time you reprioritize our kids!

Sincerely,
Melanie Ishmael
Special Education Parent

My wife and I are DPS61 alum, with a child currently in DPS and a second to start preK next year. We are firm believers in the idea of public education, that EVERY child should have the right to a quality education, regardless of their financial situation. Unfortunately, the continued failures by district central admin and the board of education have forced my family to look for an alternative for our children. While our personal decision has already been made, I write tonight in an effort to speak up...speak up for the folks who do not...speak up for the folks that are afraid to speak up...and speak up for the folks who don't have the option to seek out an alternative.

The continued failure to create a plan to support the safe return of educators and kids to the classroom has become an extreme point of frustration for my family and have pushed us past the point where DPS61 is a viable option. My son needs, craves and is getting short-changed with regard to the socialization aspect of in-person learning. While I understand that returning to a full schedule may not be an option, I understand that most large districts in the area and across the country have successfully returned in some fashion (i.e 2 day a week option). At this point, even Chicago & NYC schools have a plan to re-open before Decatur. I understand that the board may not have been comfortable with the "plan", but that should have been discussed, and resolved IMMEDIATELY, in December, not in February, weeks before the reopening and communicated to stakeholders. This was a failure placed squarely on DPS61 central admin and the board of education. Not the bus company, not the teachers, not the parents. There are no excuses, you are all "leadership", and as you continue to point fingers at each other, the kids in this district continue to lose.

This most recent example of poor execution and failure to lead has embarrassed this district, drove families from the district and continued to push educators away from this district. I will say that this is not surprising based on what we have seen over the past 3 years that my family have been a part of the district. I highlight the

below examples to ensure that we not forget that this board and this team of central administration has been a part of a string of failures.

- Complete failure with the TA contract negotiations (i.e. cutting off insurance, Board president demeaning toward TAs, hiring of high salary administrators in the midst) in a poor effort to save a few dollars.
- Assistant Superintendent's failure to support one of the most successful programs in the district at Montessori, through the public degradation of staff, parents and educators, and forcing principals to re-apply to their jobs.
- The Board President/Assistant Superintendent \$30K bonus fiasco.
- Constant schedule and fiscal overruns with the BOLD plan, which will affect the district for many years to come

I wish I could say there is a light at the end of the tunnel, and if I saw one our family might be making a different choice. My family does not make this choice lightly, believe me. My family has the ability to choose an alternative, but many families do not. All I can ask is that you think going forward. Think about the families that cannot speak up...the taxpayers who do not voice their concerns....the parents who have no choice....the teachers who are afraid to speak up.

Merle & Melissa Mixell

From: Loryn Barnett [mailto:lbarnett8817@gmail.com]

Sent: Monday, February 8, 2021 3:12 PM

To: Melissa Bradford <MBradford@dps61.org>

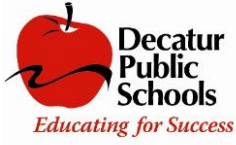
Subject: Student Letter to School Board

Dear School Board,

My name is Nora Barnett. I am in 5th grade at the Montessori Academy of Peace. This year was my first at a new school. It has been really really hard to get to know anyone. I feel like I am not learning as much as I learn when I am in school and I am scared I will fall too far behind and not be able to catch up. I don't like how it is hard to get into my class sometimes and I end up missing some of my class. I don't like doing my homework on the iPad, I want to do it on real paper. I miss being around other kids my age and getting to make friends. This year has been really lonely for me especially since I am at a new school this year. I miss being able to do sports too. Please let us come back to school because I really miss it.

Sincerely,

Nora Barnett, 5th Grader



Board of Education Decatur Public School District #61

Date: February 23, 2021	Subject: July through December Compliance Reports Document for the Board of Education
Initiated By: Melissa Bradford, Board Secretary	Attachments: July through December Compliance Reports Document
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The DPS School Board consisting of seven (7) elected members governs the entire District. The Board’s powers and duties include the authority to adopt, enforce, and monitor all policies for the management and governance of the District’s schools. *Ensuring compliance with policies supports Teaching and Learning by ensuring the District is following proper protocols.*

CURRENT CONSIDERATIONS:

The Board of Education have the responsibility of reviewing, revising and approving policies and annual contracts that require the Board’s attention. The Compliance Reports document is a working document meant to assist the Board of Education with upcoming items that might require discussion and/or approval at a Board of Education meeting. In the near future, this document will be submitted monthly, per the appropriate upcoming items that seek the Board’s attention.

FINANCIAL CONSIDERATIONS:

None.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the July through December Compliance Reports Document for the Board of Education as presented.

As noted: This is a working document as additional items could arise, that would seek the Board of Education’s attention as information and/or approval at a Board meeting.

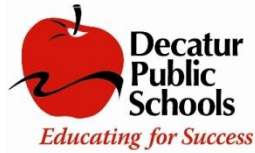
RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____

Annual Contract	Dept	Month Review	Notes
Constellation Energy - Gas (5 yr)	B&G	October	BOE Approved 10.08.19 through 2023
Constellation Energy - Electric (5 yr)	B&G	October	BOE Approved 10.08.19 through 2023
DPS-Approve Tentative Tax Levy and Set Public Hearing	Business	November	BOE Approved 11.04.20 NO Hearing Required
DPS-Approve Final Tax Levy	Business	December	BOE Approved 12.08.20
Building Closure(s) Recommendations	Superintendent	November	Info Presented to BOE 11.17.20
IMRF Compensation Report	Business/HR	September	BOE Approved 09.22.20
TRF Compensation Report	Business/HR	September	BOE Approved 09.22.20
Property Tax Abatement	Business	December	BOE Approved 12.08.20
School Improvement Plans (ESSA)	Grants & Title	September	BOE Approved 09.08.20
BrainPop	T&L	October	Renewed 10.2020 - Did Not Require BOE Approval
Moby Max	T&L	August	Did Not Renew
MPSED-Approve Tentative FY Budget & Set Public Hearing	Business	July	BOE Approved 07.07.20
MPSED-Approve Fiscal Year Budget	Business	August	BOE Approved 08.18.20
DPS-Approve Tentative FY Budget & Set Public Hearing	Business	August	BOE Approved 08.18.20
DPS-Approve Fiscal Year Budget	Business	September	BOE Approved 09.22.20
MPSED-FY Audit	Business	October	BOE Approved 12.08.20
DPS-FY Audit	Business	October	BOE Approved 12.08.20
Jamf (Mobile Device Management)	IT Dept	July	BOE Approved 07.21.20
Security Awareness Licenses-3 Yr Contract Renewal 08/2024	IT Dept	September	BOE Approved 09.08.20
Securly Content Filter (5 year contract renewal Date: Sept 2024)	IT Dept	September	BOE Approved through 09.2024
Edulog Software - Parent Portal	Operations	August	BOE Approved 08.18.20
Zonar GPS	Operations	September	BOE Approved 09.24.19
Edulog Software - Routing	Operations		Contract through 2022
Serious Safety Hazard Approval (Annual Board Approval)	Operations	August	BOE Approved 08.18.20
RCS-Health & Safety Approvals	ROE	September	Last Reviewed by ROE 09.07.19
RCS-School Calendar by 07/01	Business	July	RCS posted calendar to their website
RCS-Annual Budget by 07/01	Business	July	BOOffice Received 07.02.20
RCS-Certificate of Insurance by 07/01	Business	July	BOOffice Received Update 02.17.21
RCS-4th Quarter Previous Yr Financial Statement by 07/30	Business	July	Provided at the End of the Year Audit
RCS-1st Quarter Payment to RCS by 07/15	Business	July	Issued to RCS 07.15.20
RCS-Return Unspent Categorical Funding to DPS by 07/31	Business		Not Valid-Model has Changed
RCS-Employee Information by 09/01 (see checklist)	HR	September	Extended Due to COVID-Submitted 12.2020
RCS-August Enrollment & Attendance by 09/10	Research	September	Entered in Skyward in 09.20
RCS-15 copies of Annual Audit by 10/01	Business	October	BOOffice Received 11.18.20
RCS-Sept Enrollment & Attendance by 10/10	Research	October	Entered in Skyward 10.20
RCS-1st Quarter Current Yr Financial Statement by 10/30	Business	October	BOOffice Received Update 11.24.21
RCS-2nd Quarter Payment to RCS by 10/15	Business	October	Issued to RCS 10.23.20
RCS-Annual Report at 2nd BOE Meeting in November	Superintendent	November	Info Presented to BOE 11/17/20
RCS-October Enrollment & Attendance by 11/10	Research	November	Entered in Skyward 11.20
Policy 2:20 Duties of the Board (Annual Approval of Budget) On DLT	Business		See Above MPSED and DPS Approved Dates
Policy 2:120 Board Member Development (on-going training)	BOE		Mandatory Training After BOE Elections
Policy 2:200 Semi-annual Review of Closed Minutes-BOE	BOE Secretary		Submits to Legal as Appropriate

Policy 2:240 Annual policy review and monitoring calendar	Business		Policy Committee
Policy 4:10 Fiscal & Business Management (Annual Budget Review)	Business		See Above MPSED and DPS FY Budget Dates
Policy 4:150 Reports to BOE-Facility Needs- Enrollment-Data	Bus & SServices	September	Info Presented to BOE 09.22.20
Policy 4:160 Minority Participation Policy (annually)	Superintendent		Info Presented to BOE 12.08.20
Policy 4:20 Annual review year end fund balances	Business		See Above MPSED and DPS FY Audit Dates
Policy 4:50 Monthly Review of Bills	Business		BOE Approved First BOE Mtg of the Month
Policy 4:55 BOE President reviews Supt's P-Card as necessary	Business		Approved Monthly by President as Appropriate
Policy 4:60 Purchase Contracts	Business	October	State Vendor Posting Mandate 10.15.20
Policy 4:61 Minority participation goals reviewed annually	Business	December	Info Presented to BOE 12.08.20
Policy 4:80 Accounting and Audits (Annual Review of Audit) On DLT	Business	August	Audits BOE Approved 12.08.20
Policy 5:125 Conduct periodic review of technology use	HR	September	Public School Works
Policy 5:20 Annual Sexual Harrassment Prevention Training	HR		Public School Works
Policy 6:10 Annual report to BOE of Review & Eval of Curr.	T&L	August	Data Presentations to BOE 08.18.20 & 01.07.21
Policy 6:130 Periodic Review Gifted Prgm if Funds Available	T&L		N/A-No Current Program - Provided with State Funding
Policy 6:185 Include Remote Learning Plan-Required in 6:10	T&L		In Process 08.2020-BOE Approved 02.2021
Policy 6:220 Include Bring Your Own Tech Plan-Required in 6:10	Business		Rarely Utilized
Policy 6:50 3 Yr BOE Review of wellness (last reviewed 9/24/19)	Business	September	Reviewed 09.24.19
Policy 7:180 Annually Distribute Bullying Policy as Appropriate	HR	September	Public School Works
Policy 7:30 Annual review of boundary lines	Business		BOE Reviewed & Approved as Needed
Policy 7:305 Appoint/Approve members-concussion oversight team	Business		Necessary if Concussion Oversight Team Changes
Policy 7:325 Annually approve individual fundraisers over \$1,000	Business		BOE Approved as Received
Policy 8:10 Periodic review-comm. engagement initiative success	Comm Dept	December	Presented to BOE on 12.08.20
Policy 8:20 Comm Use of School Facilities (Annual review of fees)	Business		On hold due to no rentals due to Pandemic



Board of Education Decatur Public School District 61

Date: February 23, 2021	Subject: Monthly Financial Conditions Report
Initiated By: Dr. Todd Covault, Chief Operational Officer	Attachments: Financial Conditions Report
Reviewed By: 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. *Having adequate cash flow is important for the Teaching and Learning process.*

CURRENT CONSIDERATIONS:

As the District completes January, the seventh month of FY21, the Macon-Piatt Special Education District has expended 44.74% of its overall budget; Decatur 61 has expended 57.51% of its overall budget.

As of February 16, 2021 the State Comptroller is holding FY21 ISBE vouchers in the amount of \$543,511 of which \$477,296 is associated with the Early Childhood Block Grant.

The District’s January 2021 month-end, Education Fund balance is \$30,203,454; the January 2020 month-end Education Fund balance was \$28,282,766.

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: _____

**2020-2021 Decatur Public S.D. #61
Fund Balance Summary - January 31, 2021**

<u>Fund</u>	<u>Fund Balance 07/01/20</u>	<u>Revenues Year to Date</u>	<u>Expenditures Year to Date</u>	<u>Net Cash Flow</u>	<u>Change in Fund Balance</u>	<u>Balance 01/31/21</u>	<u>Estimated Balance 06/30/21</u>
DISTRICT # 61							
Education	\$18,408,485	\$64,985,465	\$53,190,495	\$11,794,969	\$0	\$30,203,454	\$ 12,469,875
Operation & Maintenance	\$1,235,457	\$3,436,648	\$3,061,118	\$375,531	\$0	\$1,610,988	\$ 1,310,542
Debt Service	\$3,875,712	\$71,856,768	\$68,884,000	\$2,972,768	\$0	\$6,848,480	\$ 5,935,482
Transportation	\$2,736,640	\$3,923,865	\$1,464,038	\$2,459,828	\$0	\$5,196,468	\$ 1,523,180
IMRF	\$1,078,326	\$2,379,818	\$1,274,837	\$1,104,980	\$0	\$2,183,306	\$ 1,542,596
Social Security/Medicare	\$1,620,939	\$1,872,835	\$940,035	\$932,800	\$0	\$2,553,739	\$ 1,409,309
Capital Projects Fund	\$1,307,761	\$36,910	\$11,165,423	(\$11,128,512)	\$0	(\$9,820,751)	\$ 1,186,127
Working Cash	\$5,216,695	\$341,928	\$0	\$341,928	\$0	\$5,558,623	\$ 5,563,345
Tort Immunity/Judgment	\$3,004,056	\$2,769,528	\$1,494,981	\$1,274,547	(\$139,003)	\$4,139,600	\$ 3,422,319
Fire Prevention/Safety	\$35,322,345	\$348,371	\$10,998,878	(\$10,650,508)	\$0	\$24,671,837	\$ 3,152,316
Totals District 61	\$73,806,416	\$151,952,138	\$152,473,805	(\$521,668)	(\$139,003)	\$73,145,745	\$37,515,091
Macon-Piatt Special Ed District	\$5,042,458	\$8,644,652	\$8,638,207	\$6,446	\$0	\$5,048,904	\$ 5,042,458

Macon-Piatt Special Education District
Report Date: January 2021
Financial Condition as of January 31, 2021

Percent of year passed: 58%

	Revenues	Budget	Actual Y-T-D	Percent Received/Used
12	Education	19,306,662	8,644,652	44.78%
22	Operation & Maintenance	-	-	0.00%
42	Transportation	-	-	0.00%
52	IMRF	-	-	0.00%
	Total Revenues	<u>19,306,662</u>	<u>8,644,652</u>	<u>44.78%</u>

Expenditures				
12	Education	17,661,743	7,982,118	45.19%
22	Operation & Maintenance	393,670	7,882	2.00%
42	Transportation	23,750	3,380	14.23%
52	IMRF	1,227,499	644,827	52.53%
	Total Expenditures	<u>19,306,662</u>	<u>8,638,207</u>	<u>44.74%</u>

Net Cash				
	Total Revenues	19,306,662	8,644,652	44.78%
	Total Expenditures	<u>19,306,662</u>	<u>8,638,207</u>	<u>44.74%</u>
	Net Cash	<u>-</u>	<u>6,446</u>	

Fund Balances		Actual
12	Education	<u>5,048,904</u>

Decatur Public School District #61
Report Date: January 2021
Financial Condition as of January 31, 2021

Percent of year passed: 58%

		Actual	Percent	FY 20 Percent
Revenues	Budget	Year to Date	Received/Used	Received/Used
				As Of 01/31/2020
10 Education	96,728,150	64,985,465	67.18%	65.98%
20 Operation & Maintenance	6,655,600	3,436,648	51.64%	55.64%
30 Debt Service	73,136,161	71,856,768	98.25%	28.86%
40 Transportation	5,365,636	3,923,865	73.13%	56.29%
50 IMRF	2,780,730	2,379,818	85.58%	99.01%
51 Social Security	1,896,520	1,872,835	98.75%	99.52%
60 Capital Projects	19,671,714	36,910	0.19%	42.89%
70 Working Cash	19,346,650	341,928	1.77%	97.92%
80 Tort Immunity/Judgment	2,783,560	2,769,528	99.50%	99.41%
90 Fire Prevention/Safety	489,425	348,371	71.18%	3.04%
Total Revenues	228,854,146	151,952,138	66.40%	56.75%

Expenditures

10 Education	102,666,760	53,190,495	51.81%	51.80%
20 Operation & Maintenance	6,580,515	3,061,118	46.52%	60.43%
30 Debt Service	71,076,391	68,884,000	96.92%	28.01%
40 Transportation	6,579,096	1,464,038	22.25%	40.73%
50 IMRF	2,316,460	1,274,837	55.03%	58.86%
51 Social Security	2,108,150	940,035	44.59%	58.11%
60 Capital Projects	19,793,348	11,165,423	56.41%	43.71%
70 Working Cash	19,000,000	-	0.00%	98.38%
80 Tort Immunity/Judgment	2,365,297	1,494,981	63.20%	46.38%
90 Fire Prevention/Safety	32,659,454	10,998,878	33.68%	4.74%
Total Expenditures	265,145,471	152,473,805	57.51%	48.23%

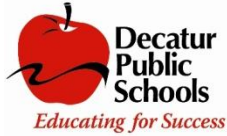
Net Cash

Total Revenues	228,854,146	151,952,138	66.40%
Total Expenditures	265,145,471	152,473,805	57.51%
Net Cash	(36,291,325)	(521,668)	

Fund Balances

	Actual
10 Education	30,203,454
20 Operation & Maintenance	1,610,988
30 Debt Service	6,848,480

40	Transportation	5,196,468
50	IMRF	2,183,306
51	Social Security	2,553,739
60	Capital Projects	(9,820,751)
70	Working Cash	5,558,623
80	Tort Immunity/Judgment	4,139,600
90	Fire Prevention/Safety	<u>24,671,837</u>
	Total Funds	<u><u>73,145,745</u></u>



Board of Education Decatur Public School District #61

Date: February 23, 2021	Subject: Treasurer's Report
Initiated By: Dr. Todd Covault, Chief Operational Officer	Attachments: Treasurer's Report
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The Treasurer's Report for December 2020 is presented as "corrected." A payroll posting error caused the Macon-Piatt funds to be incorrect.

The attached January 2021 report details the District's investments and the status of the District's cash as of January 31, 2021. *Having adequate cash flow is important for the Teaching and Learning process.*

CURRENT CONSIDERATIONS:

N/A

FINANCIAL CONSIDERATIONS:

The Capital Projects Fund for January 2021 currently indicates a significant imbalance of nearly \$9.8 million. The Fire Prevention and Safety Fund, with cash and investments of nearly \$24.6 million, is currently lending funds to the Capital Projects Fund. This imbalance will be resolved with the February 2021 Working Cash Bond proceeds.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the corrected December 2020 Treasurer's Report and the January 2021 Treasurer's Report as presented.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____

**DECATUR PUBLIC SCHOOL DISTRICT #61
TREASURER'S REPORT
DECEMBER 2020**

	Cash/Investments as of 11/30/20	Receipts	Disbursements	Change/Interest	Cash/Investments as of 12/31/20
Education	31,494,936.74	24,964,247.34	27,265,947.99	815.60	29,194,051.69
Operations & Maintenance	2,302,500.75	52,037.23	507,431.56	4.04	1,847,110.46
Debt Service	5,993,065.67	908,345.70	558,903.97	224.71	6,342,732.11
Transportation	4,373,893.60	18,607.30	21,108.90	180.80	4,371,572.80
IMRF	2,527,055.37	32,442.92	263,773.54	45.36	2,295,770.11
Social Security	2,821,917.12	25,558.41	205,339.16	75.68	2,642,212.05
Capital Projects	(13,190,600.02)	14,995.26	3,556,081.49	0.00	(16,731,686.25)
Working Cash	5,546,609.69	4,651.88	880.99	235.49	5,550,616.07
Tort/Judgment Immunity	4,725,602.11	37,896.73	616,442.39	136.42	4,147,192.87
Fire Prevention & Safety	33,696,052.00	4,651.88	1,411.79	1,792.01	33,701,084.10
Macon-Piatt Special Education	5,401,424.12	1,718,581.59	1,936,115.33	181.36	5,184,071.74
Activities	555,161.40	535.20	9,595.85	22.49	546,123.24
	<u>86,247,618.55</u>	<u>27,782,551.44</u>	<u>34,943,032.96</u>	<u>3,713.96</u>	<u>79,090,850.99</u>

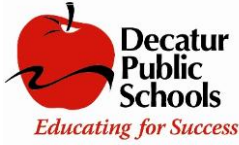
Dr. Todd Covault

12/31/20

**DECATUR PUBLIC SCHOOL DISTRICT #61
TREASURER'S REPORT
JANUARY 2020**

	Cash/Investments as of 12/31/20	Receipts	Disbursements	Change/Interest	Cash/Investments as of 01/31/21
Education	29,194,051.69	24,559,310.75	22,405,411.54	408.24	31,348,359.14
Operations & Maintenance	1,847,110.46	84,598.76	321,942.96	2.08	1,609,768.34
Debt Service	6,342,732.11	505,625.08	0.00	122.67	6,848,479.86
Transportation	4,371,572.80	822,850.19	14,818.77	111.33	5,179,715.55
IMRF	2,295,770.11	55,000.15	167,487.09	23.32	2,183,306.49
Social Security	2,642,212.05	43,351.54	131,863.57	38.92	2,553,738.94
Capital Projects	(16,731,686.25)	7,995,215.24	1,084,280.33	0.00	(9,820,751.34)
Working Cash	5,550,616.07	7,886.25	0.00	121.08	5,558,623.40
Tort/Judgment Immunity	4,147,192.87	64,246.45	68,448.59	70.15	4,143,060.88
Fire Prevention & Safety	33,701,084.10	7,886.25	9,037,787.89	655.41	24,671,837.87
Macon-Piatt Special Education	5,184,071.74	1,115,966.19	1,251,980.84	96.32	5,048,153.41
Activities	546,123.24	6,157.20	7,105.91	11.56	545,186.09
	<u>79,090,850.99</u>	<u>35,268,094.05</u>	<u>34,491,127.49</u>	<u>1,661.08</u>	<u>79,869,478.63</u>

Dr. Todd Covault 01/31/21



Board of Education Decatur Public School District #61

Date: February 23, 2021	Subject: Ancillary Wages
Initiated By: Deanne Hillman, Director of Human Resources	Attachments: Amended Rate of Pay for Short-term Ancillary Employees
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

Ancillary wages are updated periodically as needed. *Ancillary wages support the Department of Teaching and Learning by ensuring the most qualified staff are hired.*

CURRENT CONSIDERATIONS:

Find attached the recommended changes to the Rate of Pay for Short-term Ancillary Employees for Fiscal Year 2020-2021 as noted.

- Added *Remote Learning Roving Substitute* to provide additional support for unforeseen staff absences.
- Increased remaining hourly rates to \$15.00, which is above the minimum wage requirement per the Illinois Department of Labor. By using \$15.00 per hour, DPS will remain compliant with the Illinois Department of Labor through December 31, 2025.
- The amended changes to Ancillary Wages will be effective from February 23, 2021 to June 30, 2021.

FINANCIAL CONSIDERATIONS:

The respective increased costs will be paid from the Human Resources Department budget.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the adjusted rates effective from February 23, 2021 through June 30, 2021, as presented.

RECOMMENDED ACTION:

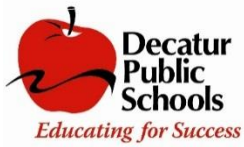
- Approval
- Information
- Discussion

BOARD ACTION: _____

FY 2020-2021 Rate of Pay: Flat Rate Short-term Ancillary Employees

Category	Daily/Hourly	Rate 2020 - 2021
Substitutes		
Substitute Assistant	H	\$14.00 \$15.00
Substitute Clerical	H	\$14.00 \$15.00
Substitute Security	H	\$13.00 \$15.00
Substitute Liaison	H	\$12.00 \$15.00
Substitute Crossing Guard	H	\$11.00 \$15.00
Remote Learning Roving Substitute	D	\$220.00
Substitute Teacher Daily	D	\$150.00
Substitute Teacher – Long term in single position*	D	\$185.00
Non-Degree Short-Term Substitute (may not exceed 5 days in a single position)	D	\$105.00
Vacant Teaching Position- Long term in single position	D	\$225.00
Vacant Teaching Position – Long term retired in single position	D	\$255.00
Vacant Position: Social Worker, Speech, Psychologist	D	\$225.00
Vacant Position: Retired Social Worker, Speech, Psychologist	D	\$255.00
Substitute School Nurse	D	\$140.00
Substitute ISBE Certified Nurse	D	\$150.00
Substitute Assistant Principal	D	\$225.00
Substitute Principal	D	\$400.00
Substitute District Leadership Team	D	\$500.00
Substitute Special Education Administrator	D	\$260.00
Substitute Custodian	H	\$11.00 \$15.00
Hope Academy & SDMS Substitutes Only		Effective 6/9/2020- 5/31/2021
Substitute Teacher Daily	D	\$200.00
Vacant Teaching Position- Long term sub	D	\$325.00
Vacant Teaching Position- Retired teachers long term	D	\$355.00
Athletics		
Game Day Personnel – Operations	H	\$11.00 \$15.00
Game Day Personnel - Score Board Operator / Score Keeper	H	\$11.00 \$15.00
Game Day Personnel - Gym Manager	H	\$15.00
Track Timer (Trained)	D	\$75.00
Miscellaneous		
Intern	H	\$12.00 \$15.00
Bus Supervisor	H	\$11.00 \$15.00
Home Study	H	\$33.00
Crossing Guards	H	\$12.00 \$15.00
Police Liaison Officer	H	\$40.00
Hourly Certified Substitute	H	\$33.00

*Long term and extended are defined as 30 days.



Board of Education Decatur Public School District #61

Date: February 23, 2021	Subject: Purchase of Two (2) 2021 Ford Transit 8-Passenger Vans
Initiated By: Henry Walker, Director of Operations	Attachments: 8- Passenger Van Bid Analysis
Reviewed By: Dr. Todd Covault, Chief Financial Officer, and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

Transportation seeks to utilize vehicles that will safely transport pupils and staff. Decatur Public Schools current passenger vehicle fleet is aging. Many modifications/repairs have been made to these vehicles. Three vehicles will be pulled from service due to poor condition. *Safe transport of students and staff helps support Teaching and Learning.*

CURRENT CONSIDERATIONS:

Bid request were submitted to eight (8) suppliers for two (2) 2021 8-Passenger Vans. The District received three (3) bids as follow:

Vendor	Proposed Equipment	Price
Bob Ridings Taylorville	2021 Ford Transit 150 K1C 8 Passenger Van	\$33,749.00 x 2 ea = \$67,498.00
Miles Chevrolet Inc.	*2022 Chevy 3/4 - Ton 12 Passenger Van	\$29,349.99 x 2 ea = \$58,699.76
Landmark Ford Springfield	2021 Ford Transit T-150 Medium 8 Passenger Van	\$35,648.00 x 2ea = \$71,296.00

*Chevy bid a 12 passenger van. Although this was not the lowest bid, it wasn't the most responsible bid. According to ILCS 5/1-148.3a-5, a school district should not purchase, lease, or use a van that is designated to carry 11 or more passengers unless the vehicle meets the federal bus safety standards.

Financial Considerations:

Funding for this project will come from the Transportation Capital Equipment Budget. The aged Vans will be brought to the Board at a future date for approval to place in an auction.

Staff Recommendation:

The Administration respectfully requests the Board of Education award the bid for Two (2) 2021 Ford 8 Passenger Vans from Bob Ridings – Taylorville as presented.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____

Two(2) 2021 1/2-Ton 8-Passenger Vans

Bid Request# 2021-9

Date: 2/10/21

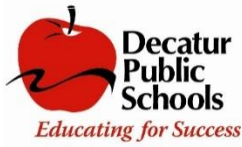
Copies to: Henry Walker, Brad Dalton, Joanie Watson, Ryan Atwater

Authorized person opening bid: Joanie Watson - Coordinator of Purchasing

<u>VENDOR NAME:</u>	<u>1) Landmark Ford Springfield</u>	<u>2) Bob Ridings Taylorville</u>	<u>3) Miles Chevrolet Decatur</u>
<u>ITEM MAKE:</u>	<u>Ford 2021</u>	<u>Ford 2021</u>	<u>Chevrolet 2022</u>
<u>ITEM MODEL:</u>	<u>Transit T-150 Medium Roof 8-Passenger</u>	<u>Transit 150 K1C 8-Passenger</u>	<u>3/4-Ton 12-Passenger</u> <u>CANNOT ACCEPT THIS BID</u> <u>FOR 12-PASSENGER VAN</u>
<u>SUBTOTAL:</u>	<u>2 ea. X \$35,648.00</u>	<u>2 ea. X \$33,749.00</u>	<u>2 ea. x \$29,349.88</u>
<u>TOTAL:</u>	<u>\$71,296.00</u>	<u>\$67,498.00</u>	<u>\$58,699.76</u>
<u>DELIVERY DATE:</u>	<u>14-16 weeks</u>	<u>17 weeks</u>	<u>32 weeks</u>
<u>TERMS:</u>	<u>Net 30 days</u>	<u>Net 15 days</u>	<u>Net 30 days</u>

Suppliers who did not respond:

Rick Ridings - Monticello
Baum Chevrolet - Clinton
Friendly Chevrolet - Springfield
Crown Nissan - Decatur
Bob Brady Dodge - Decatur



Board of Education Decatur Public School District #61

Date: February 23, 2021	Subject: Three (3) Service Vans
Initiated By: Steve Kline, Director of Buildings and Grounds	Attachments: Bids
Reviewed By: Dr Todd Covault, Chief Financial Officer, and Dr Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

Buildings & Grounds employees rely on functional equipment to perform work in an efficient and safe manner. The current service vehicle fleet is aging and wearing out. We are seeking permission from BOE to purchase three additional service vans. *Maintenance workers need to be able to get to buildings to ensure proper learning environment to support Teaching and Learning.*

CURRENT CONSIDERATIONS:

Competitive pricing was solicited by Purchasing placing the van specifications out for bid. Please see bid results below.

<u>Bid Request# 2021-8</u>			
<u>Date: 2/10/21</u>			
<u>Copies to: Steve Kline, Joanie Watson, Danny Hainline, Ryan Atwater</u>			
<u>Authorized person opening bid: Joanie Watson - Coordinator of Purchasing</u>			
<u>VENDOR NAME:</u>	<u>1) Landmark Ford Springfield</u>	<u>2) Bob Ridings Taylorville</u>	<u>3) Miles Chevrolet Decatur</u>
<u>ITEM MAKE:</u>	<u>Ford Transit T-350 EL V-6</u>	<u>Ford Transit 350 W9C V-6</u>	<u>Chevrolet 1-Ton ext. V-8</u>
<u>ITEM MODEL:</u>	<u>High roof extended length</u>		<u>Express</u>
<u>SUBTOTAL:</u>	<u>3 ea. X \$39,348.00</u>	<u>3 ea. X \$37,249.00</u>	<u>3 ea. X \$34,533.80</u>
<u>TOTAL:</u>	<u>\$118,044.00</u>	<u>\$111,747.00</u>	<u>\$103,599.00</u>
<u>DELIVERY DATE:</u>	<u>14-16 weeks</u>	<u>16-20 weeks</u>	<u>32 weeks</u>
<u>TERMS:</u>	<u>Net 90-120 days</u>	<u>Net 15 days</u>	<u>Net 30 days</u>
<u>Suppliers who did not respond:</u>	<u>Rick Ridings - Monticello</u> <u>Baum Chevrolet - Clinton</u> <u>Friendly Chevrolet - Springfield</u> <u>Crown Nissan - Decatur</u> <u>Bob Brady Dodge - Decatur</u>		

Financial Considerations:

Funding for this project will come from the FY 2021/22 O&M Capital fund.
3*\$37,249.00=\$111,747.00

Staff Recommendation:

Miles was incomplete on information, can only be 2022 models, and will take 32 weeks. Landmark was higher than Bob Ridings. Administration respectfully requests the Board of Education to award the bid for Three 1-Ton Service Vans from Bob Ridings in Taylorville. The Board is further requested to authorize the Coordinator of Purchasing to issue the purchase order.

RECOMMENDED ACTION:

- Approval
- Information
- Discussion

BOARD ACTION: _____

Three(3) 2021 1-Ton Extended Chassis Cargo Vans

Bid Request# 2021-8

Date: 2/10/21

Copies to: Steve Kline, Joanie Watson, Danny Hainline, Ryan Atwater

Authorized person opening bid: Joanie Watson - Coordinator of Purchasing

<u>VENDOR NAME:</u>	<u>1) Landmark Ford Springfield</u>	<u>2) Bob Ridings Taylorville</u>	<u>3) Miles Chevrolet Decatur</u>
<u>ITEM MAKE:</u>	<u>Ford Transit T-350 EL V-6</u>	<u>Ford Transit 350 W9C V-6</u>	<u>Chevrolet 1-Ton ext. V-8</u>
<u>ITEM MODEL:</u>	<u>High roof extended length</u>		<u>Express</u>
<u>SUBTOTAL:</u>	<u>3 ea. X \$39,348.00</u>	<u>3 ea. X \$37,249.00</u>	<u>3 ea. X \$34,533.80</u>
<u>TOTAL:</u>	<u>\$118,044.00</u>	<u>\$111,747.00</u>	<u>\$103,599.00</u>
<u>DELIVERY DATE:</u>	<u>14-16 weeks</u>	<u>16-20 weeks</u>	<u>32 weeks</u>
<u>TERMS:</u>	<u>Net 90-120 days</u>	<u>Net 15 days</u>	<u>Net 30 days</u>

Suppliers who did not respond:

Rick Ridings - Monticello
Baum Chevrolet - Clinton
Friendly Chevrolet - Springfield
Crown Nissan - Decatur
Bob Brady Dodge - Decatur

REQUEST FOR BID
(THIS IS NOT AN ORDER)

Board of Education
Decatur School District #61
Purchasing Department
101 W Cerro Gordo
Decatur IL 62523

Bid Number: **2021-8**
Bid Title: Three(3) white 2021 1-ton extended chassis cargo vans
Date: Thursday, January 28, 2021

SUBMISSION OF PROPOSALS AND CLOSING DATES: Sealed bids will be received by the Purchasing Department, 101 W Cerro Gordo, Decatur, Illinois, up to 10:00 a.m. on Wednesday, February 10, 2021, and will be publicly opened at the stated time.

Sealed bids must be received in a "**Bid Envelope**" marked with the name of the vendor and bid title or, if necessary, in a larger envelope plainly marked "**Bid for ...**" on the outside face. **All bids must be signed. Any unsigned bid will not be accepted.**

IN CASE OF NO-BID: If unable to bid on this proposal, please state "**No Bid**" and return it by the date indicated. The District will not remove supplier from the bidders list for future bid requests. If the District does not receive any response, future bid requests may not be sent.

TERMS AND CONDITIONS: Attached terms and conditions apply specifically to, and shall be considered as a part of, this request for bids.

Article: _____ Total Price
\$ _____

Please note: The attached bid specifications require line item pricing, the District requests all information and pricing be provided.

Federal Employment Identifications No. 37-6003-703

PROPOSAL: If this bid is accepted within 45 days from the date of the opening, the undersigned offers and agrees to furnish any or all of the articles or services upon which prices are quoted, at the price and the delivery time stated, and subject to all of the conditions recorded on the attached terms and conditions sheet.

Cash Discount Terms: _____

Approx. Delivery Date: 90-120 Days

Firm Name: Landmark Ford INC.

By: Steve Decker

Address: 2401 prairie crossing Springfield, IL

City: Springfield State: IL

Zip Code: 62711

Office Ph. 217-862-5253

Cell Ph. _____

Email: Steve.decker@LandmarkFord.com

Instructions to Bidders

Bid# 2021-8 Due by 10:00 a.m. on Wednesday, February 10, 2021

- * Bid F. O. B. Destination - 400 E Cerro Gordo, Decatur, IL. 62523
- * Specifications are intended to be generic enough to allow all manufacturers to bid. Minor deviations are allowed if noted on your bid.
- * **Please mark each item as meeting specifications or show bid exceptions.**
- * Bid price to include Title, Illinois "Municipal" license plates, vehicle registration fees. Bidders to submit these documents to the State of Illinois.
- * Vans should be delivered with a full tank of gas.
- * **Questions about this bid please contact Dan Hainline at Ph. 217.362.3530**

SPECIFICATIONS

Submit a brochure for this vehicle with your bid.

<u>Item#</u>	<u>Description</u>	<u>Yes</u>	<u>Exception</u>
# 1	Three (3) White, 2021, 1 Ton Extended Chassis Cargo Vans Make: <u>Ford Transit T-350 EL</u> Model: <u>High roof Extended Length</u>	<u>Yes</u>	_____
# 2	<u>Gas Engine (V8 preferred but not limited to)</u>	<u>No</u>	<u>V-6</u>
# 3	<u>Standard equipment - no deletions</u>	<u>Yes</u>	_____
# 4	<u>Automatic transmission</u>	<u>Yes</u>	_____
# 5	<u>Spare tire and jack</u>	<u>Yes</u>	_____
# 6	<u>Backup alarm</u>	<u>Yes</u>	_____
# 7	<u>Chassis undercoating</u>	<u>Yes</u>	_____
# 8	<u>Sliding side door</u>	<u>Yes</u>	_____
# 9	<u>Medium extended roof height if available</u> <u>Must order High roof For Extended Length</u>	<u>High roof</u>	_____
# 10	<u>Two (2) additional ignition keys</u>	<u>Yes</u>	_____
# 11	<u>Drop down ladder rack for extention and step ladder</u>	<u>Yes</u>	_____
# 12	<u>General service shelf/storage package w/partition panel</u>	<u>Yes</u>	_____
# 13	<u>Backup camera</u>	<u>Yes</u>	_____

Delivered cost for each: \$ 39,348 /each

State best delivery time: 14-16 weeks Weeks

State terms: Net 90-120 Days

**REQUEST FOR BID
(THIS IS NOT AN ORDER)**

Board of Education
Decatur School District #61
Purchasing Department
101 W Cerro Gordo
Decatur IL 62523

Bid Number: **2021-8**
Bid Title: **Three(3) white 2021 1-ton extended chassis cargo vans**
Date: **Thursday, January 28, 2021**

SUBMISSION OF PROPOSALS AND CLOSING DATES: Sealed bids will be received by the Purchasing Department, 101 W Cerro Gordo, Decatur, Illinois, up to **10:00 a.m. on Wednesday, February 10, 2021**, and will be publicly opened at the stated time.

Sealed bids must be received in a "**Bid Envelope**" marked with the name of the vendor and bid title or, if necessary, in a larger envelope plainly marked "**Bid for ...**" on the outside face. **All bids must be signed. Any unsigned bid will not be accepted.**

IN CASE OF NO-BID: If unable to bid on this proposal, please state "**No Bid**" and return it by the date indicated. The District will not remove supplier from the bidders list for future bid requests. If the District does not receive any response, future bid requests may not be sent.

TERMS AND CONDITIONS: Attached terms and conditions apply specifically to, and shall be considered as a part of, this request for bids.

<u>Article:</u>	<u>2021 Ford Transit 350 Cargo Van W9C</u>	<u>Total Price</u>
		\$ <u>37,249.00</u> each
		111,747.00 for three

Please note: The attached bid specifications require line item pricing, the District requests all information and pricing be provided.

Federal Employment Identifications No. 37-6003-703

PROPOSAL: If this bid is accepted within 45 days from the date of the opening, the undersigned offers and agrees to furnish any or all of the articles or services upon which prices are quoted, at the price and the delivery time stated, and subject to all of the conditions recorded on the attached terms and conditions sheet.

Cash Discount Terms: -0-

Approx. Delivery Date: 120-140 Days

Firm Name: Bob Ridings Inc

BY:  Todd Crews

Address: 931 Springfield Rd

City: Taylorville **State:** IL

Zip Code: 62568

Office Ph. 217-824-2207

Cell Ph. _____

Email: toddfleet@aol.com

Instructions to Bidders

Bid# 2021-8 Due by 10:00 a.m. on Wednesday, February 10, 2021

- * Bid F. O. B. Destination - 400 E Cerro Gordo, Decatur, IL. 62523
- * Specifications are intended to be generic enough to allow all manufacturers to bid. Minor deviations are allowed if noted on your bid.
- * **Please mark each item as meeting specifications or show bid exceptions.**
- * Bid price to include Title, Illinois "Municipal" license plates, vehicle registration fees. Bidders to submit these documents to the State of Illinois.
- * Vans should be delivered with a full tank of gas.
- * **Questions about this bid please contact Dan Hainline at Ph. 217.362.3530**

SPECIFICATIONS

Submit a brochure for this vehicle with your bid.

<u>Item#</u>	<u>Description</u>	<u>Yes</u>	<u>Exception</u>
# 1	<u>Three (3) White 2021, 1 Ton Extended Chassis Cargo Vans</u> <u>Make:</u> Ford <u>Model:</u> Transit 350 148" Wheelbase Cargo Van W9C	<input checked="" type="checkbox"/>	_____
# 2	<u>Gas Engine (V8 preferred but not limited to)</u>	<input checked="" type="checkbox"/>	V6
# 3	<u>Standard equipment - no deletions</u>	<input checked="" type="checkbox"/>	_____
# 4	<u>Automatic transmission</u>	<input checked="" type="checkbox"/>	_____
# 5	<u>Spare tire and jack</u>	<input checked="" type="checkbox"/>	_____
# 6	<u>Backup alarm</u>	<input checked="" type="checkbox"/>	_____
# 7	<u>Chassis undercoating</u>	<input checked="" type="checkbox"/>	_____
# 8	<u>Sliding side door</u>	<input checked="" type="checkbox"/>	_____
# 9	<u>Medium extended roof height if available</u>	<input checked="" type="checkbox"/>	_____
# 10	<u>Two (2) additional ignition keys</u>	<input checked="" type="checkbox"/>	_____
# 11	<u>Drop down ladder rack for extention and step ladder</u>	<input checked="" type="checkbox"/>	_____
# 12	<u>General service shelf/storage package w/partition panel</u>	<input checked="" type="checkbox"/>	_____
# 13	<u>Backup camera</u>	<input checked="" type="checkbox"/>	_____

Delivered cost for each: \$ 37,249.00 /each

State best delivery time: 16-20 Weeks

State terms: Net 15 Days

Thank you for your inquiry about our Fleet Sales Program, please accept this letter to outline our bid. Meets or exceeds specs EXCEPT if noted, delivery is estimated in 120 days after your order

- 3 2021 Ford Transit 350 MEDIUM Roof, LONG Wheelbase Cargo Van (W9C)
9500 GVWR, approx. 3800lb payload SLIDING Side Door**
Meets or exceeds your specs EXCEPT if noted 148" Wheelbase
INTERIOR Cargo Area 144" Long, 54" Min Width, 72" Inside Height
INCLUDES All Standard Equipment, XL Pkg (101A)
(998) STD 3.5 Litre Flex Fuel V6 w/275hp, (44U) 10spd Automatic (X73) 3.73 Regular Axle
250 amp Alternator & 70 amp/hr battery 25 Gallon Fuel Tank
4 Wheel Anti-Lock Brakes w/AdvanceTRAC Stability Cntrl Intermittent Wipers
(TC8) LT235/65R16 All Season Tires w/Full Size Spare
Air Conditioning Tilt & Telescopic Steering Wheel
AM/FM Stereo w/Bluetooth & Rearview Camera w/4" Screen
Power Windows/Locks/Remote Entry Short Arm Power Mirrors, Manual Fold
3yr/36,000 mi Warranty, PLUS 5/60 Powertrain NO GLASS in rear body or doors
(YZ) White Ext, (VK) Pewter Gray Vinyl Bucket Seats, Full Vinyl Floor Covering
ADD (16E) Vinyl Floor Covering, Front & Rear (43B) Backup Alarm
(86F) Extra Keys with Remotes, 4 Total NOT ORDERED Cruise Control
Dealer Undercoat, Factory Rust Warranty
Delivery to your Location New Municipal Title & Lic
ADD ADRIAN STEEL General Service Shelf & Storage Pkg 4317TM148, see enclosed diagram
ADRIAN STEEL Drop-Down Ladder Rack, SINGLE, DDLR61FTM, see enclosed
(Can carry ONE ladder, 6-10ft stepladder OR extension ladder)

OPTIONS AVAILABLE

- (99G) 3.5 Litre EcoBoost V6 w/310 hp \$1650.00**
(17B) Glass in Side and Rear Doors \$395.00
(67C) Upfitter Package, Includes Upfitter Switch Panel, (53K) Modified Vehicle Wiring,
(63E) Dual Batteries, (67E) Large Center Console &
(87E) Auxiliary Fuse Panel \$575.00
(90D) 110V Power Outlet \$200.00

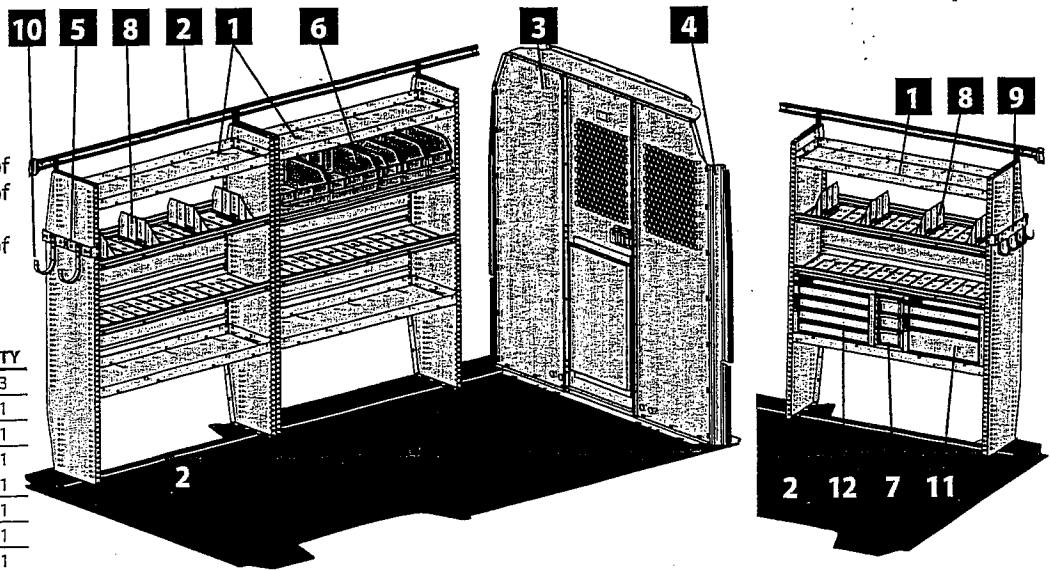
LADDER RACK UPGRADE use Adrian Steel DOUBLE Drop-Down Ladder Rack DDLR63FTM in lieu
of single ladder rack above ADD \$1100.00
(Can carry TWO ladders, 6-10ft stepladder and/or extension ladder)

**MEDIUM & HIGH ROOF
GENERAL SERVICE PACKAGE**

4317TM130 Transit 130"WB Med Roof
4317TM148 Transit 148"WB Med Roof

4317TH148 Transit 148"WB High Roof
4317TH148X Transit 148"EXT WB High Roof

ITEM	MODEL	DESCRIPTION	QTY
1	HAD4459	ADseries Shelf Unit 44"	3
2	RAIL KIT	*see list below	1
3	S1M2HC2PM	Partition with door	1
4	WKC1FDTM	Wing Kit, Med roof	1
or	WKC1FDTH	Wing Kit, High roof	1
5	BRK14EPS	End Panel Bracket	1
6	BR36212	Blue Bin System	1
7	DC6	6" Drawer Component	1
8	DV14CB	Divider Kit of 8	1
9	TA1WAD	3 Hook Bar	1
10	UH50	5" Hook	2
11	919	3 Drawer Combo	1
12	9	4 Drawer Shallow	1



Drop-Down Ladder Rack

Transit Medium Roof

FINALLY!

A LADDER RACK DESIGNED AROUND YOU... NOT YOUR VEHICLE.

Introducing the All-New Drop-Down Ladder Rack from Adrian Steel!



Our most user friendly ladder rack ever! Featuring the patent pending twist to adjust! The fastest way to adjust your rack to your ladder! The outboard design and two stage drop brings ladder down to an ergonomic load position where operators 5' 4" or taller can safely load and unload the ladder. The aluminum build of the rack reduces corrosion and keeps your ladder rack looking like new. Adrian Steel's Drop-Down Ladder Rack will accommodate a variety of ladders and safely secure them for transport.



- DDL61FTM - Single, Transit Medium Roof
- DDL63FTM - Double, Transit Medium Roof
- DDLRLKFT - Step Ladder Kit

REQUEST FOR BID
(THIS IS NOT AN ORDER)

Board of Education
Decatur School District #61
Purchasing Department
101 W Cerro Gordo
Decatur IL 62523

Bid Number: **2021-8**
Bid Title: Three(3) white 2021 1-ton extended chassis cargo vans
Date: Thursday, January 28, 2021

SUBMISSION OF PROPOSALS AND CLOSING DATES: Sealed bids will be received by the Purchasing Department, 101 W Cerro Gordo, Decatur, Illinois, up to 10:00 a.m. on Wednesday, February 10, 2021, and will be publicly opened at the stated time.

Sealed bids must be received in a "Bid Envelope" marked with the name of the vendor and bid title or, if necessary, in a larger envelope plainly marked "Bid for ..." on the outside face. All bids must be signed. Any unsigned bid will not be accepted.

IN CASE OF NO-BID: If unable to bid on this proposal, please state "No Bid" and return it by the date indicated. The District will not remove supplier from the bidders list for future bid requests. If the District does not receive any response, future bid requests may not be sent.

TERMS AND CONDITIONS: Attached terms and conditions apply specifically to, and shall be considered as a part of, this request for bids.

Article: 3 2022 1 ton extended cargo van

Total Price
\$ 103,601.⁴⁰

Please note: The attached bid specifications require line item pricing, the District requests all information and pricing be provided.

Federal Employment Identifications No. 37-6003-703

PROPOSAL: If this bid is accepted within 45 days from the date of the opening, the undersigned offers and agrees to furnish any or all of the articles or services upon which prices are quoted, at the price and the delivery time stated, and subject to all of the conditions recorded on the attached terms and conditions sheet.

Cash Discount Terms: N/A

Approx. Delivery Date: 240 Days

Firm Name: Miles Chevrolet

BY: [Signature]

Address: 150 W. Pershing Rd

City: Decatur State: IL

Zip Code: 62526

Office Ph.: 217 877 4440

Cell Ph.: 217 521 5197

Email: 91Formula305@gmail.com

Instructions to Bidders

Bid# 2021-8 Due by 10:00 a.m. on Wednesday, February 10, 2021

* Bid F. O. B. Destination - 400 E Cerro Gordo, Decatur, IL. 62523

* Specifications are intended to be generic enough to allow all manufacturers to bid. Minor deviations are allowed if noted on your bid.

* **Please mark each item as meeting specifications or show bid exceptions.**

* Bid price to include Title, Illinois "Municipal" license plates, vehicle registration fees. Bidders to submit these documents to the State of Illinois.

* Vans should be delivered with a full tank of gas.

* **Questions about this bid please contact Dan Hainline at Ph. 217.362.3530**

SPECIFICATIONS

Submit a brochure for this vehicle with your bid.

<u>Item#</u>	<u>Description</u>	<u>Yes</u>	<u>Exception</u>
# 1	<u>Three (3) White 2021, 1 Ton Extended Chassis Cargo Vans</u> Make: <u>Chevrolet</u> Model: <u>Express</u>	✓	<u>2022 model year</u>
# 2	<u>Gas Engine (V8 preferred but not limited to)</u>	✓ (V8)	
# 3	<u>Standard equipment - no deletions</u>	✓	
# 4	<u>Automatic transmission</u>	✓	
# 5	<u>Spare tire and jack</u>	✓	
# 6	<u>Backup alarm</u>	✓	
# 7	<u>Chassis undercoating</u>	✓	
# 8	<u>Sliding side door</u>	✓	
# 9	<u>Medium extended roof height if available</u>	✓ (Standard height)	
# 10	<u>Two (2) additional ignition keys</u>	✓	
# 11	<u>Drop down ladder rack for extension and step ladder</u>	✓	
# 12	<u>General service shelf/storage package w/partition panel</u>	✓	
# 13	<u>Backup camera</u>	✓	

Delivered cost for each: \$ 34,533.⁸⁰ /each

State best delivery time: 32 Weeks

State terms: Net 30 Days

* Can only bid a 2022 model year van.