

DECATUR PUBLIC SCHOOL DISTRICT #61  
BOARD OF EDUCATION  
AGENDA

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

January 24, 2023  
4:45 PM Open Session  
Closed Session Immediately Following  
6:30 PM Open Session Reconvened

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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.

**Oath of Office and Seating of a New Board Member: Fred Spannaus will take the Oath of Office and will be seated with the current Board of Education.**

**AI 1.0 CALL TO ORDER**

**CALL FOR EXECUTIVE SESSION**

The Board of Education will meet in Closed Executive Session to conduct an employee discipline hearing, discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, legal counsel for 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 JANUARY 24, 2023**

**IO 4.0 DISTRICT HIGHLIGHTS**

- Rev. Dr. Martin Luther King, Jr. Essay Winners: Maria Robertson, Director of Community Engagement
- Johns Hill Magnet
- Recognition for: More Than a Slogan
- Principal for a Day

**IO 5.0 PUBLIC PARTICIPATION**

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

**DI 6.0 STUDENT AMBASSADORS' REPORT**

**BOARD DISCUSSION**

**IO 7.0 REPORTS FROM ADMINISTRATION**

- A. New Decatur Public Schools District 61 Upcoming Website Launch

**AI 8.0 CONSENT ITEMS**

- A. Minutes: Open/Closed Session Meetings January 10, 2023
- B. Financial Condition's Report
- C. Treasurer's Report
  - November 2022
  - December 2022
- D. School Board Policy Updates:
  - 4:60 Operational Services – Purchases and Contracts
  - 5:60 General Personal – Expenses
- E. Job Description: Safety and Security Administrator (update)
- F. Accepting a Gift from Adele P. Glenn Irrevocable School Trust

**AI 9.0 ROLL CALL ACTION ITEMS**

- A. Possible Discipline or Dismissal of a School Security Guard
- B. Personnel Action Items
- C. Employment of a Safety and Security Administrator
- D. Macon-Piatt Special Education Service Agreement with TinyEYE Therapy Services

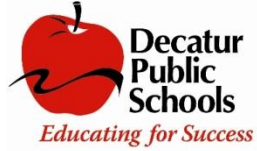
**IO 10.0 IMPORTANT DATES**

- February** 03 Interim Progress Reports
- 15 District-wide Half Day of School for ALL Students
  - **Please call your home school for details, if needed**
- 20 President's Day Holiday
  - **NO SCHOOL and District Offices are Closed**

**NEXT MEETING**

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, February 14, 2023 at the Keil Administration Building.

**AI 11.0 ADJOURNMENT**



## Board of Education Decatur Public Schools District 61

<b>Date:</b> January 24, 2023	<b>Subject:</b> Monthly Financial Conditions Report
<b>Initiated By:</b> Dr. Mike Curry, Chief Operational Officer	<b>Attachments:</b> Financial Conditions Report
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

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

**CURRENT CONSIDERATIONS:**

As the District completes December, the sixth month of FY23, the Macon-Piatt Special Education District has expended 36.77% of its overall budget; Decatur 61 has expended 36.77% of its overall budget.

As of January 17, 2023, the State Comptroller is holding FY23 ISBE vouchers in the amount of \$527,054 of which \$107,588 is associated with the Early Childhood Block Grant.

The District’s December 2022 month-end, Education Fund balance is \$40,659,942; the December 2021 month-end Education Fund balance was \$34,921,792.

**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:** \_\_\_\_\_

**2022-2023 Decatur Public S.D. #61  
Fund Balance Summary - December 31, 2022**

<u>Fund</u>	<u>Fund Balance 07/01/22</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 12/31/22</u>	<u>Estimated Balance 06/30/23</u>
<b>DISTRICT # 61</b>							
<b>Education</b>	\$24,297,686	\$62,824,756	\$46,462,500	\$16,362,256	\$0	<b>\$40,659,942</b>	<b>\$ 25,270,369</b>
<b>Operation &amp; Maintenance</b>	\$1,726,331	\$3,554,585	\$4,119,842	(\$565,257)	\$0	<b>\$1,161,074</b>	<b>\$ 1,804,288</b>
<b>Debt Service</b>	\$9,828,518	\$4,791,957	\$5,621,519	(\$829,562)	\$0	<b>\$8,998,956</b>	<b>\$ 7,154,534</b>
<b>Transportation</b>	\$3,672,575	\$2,814,404	\$1,470,251	\$1,344,153	\$0	<b>\$5,016,728</b>	<b>\$ 1,945,821</b>
<b>IMRF</b>	\$135,342	\$3,085,086	\$1,886,851	\$1,198,235	\$0	<b>\$1,333,577</b>	<b>\$ (194,654)</b>
<b>Social Security/Medicare</b>	\$929,217	\$1,885,687	\$1,350,449	\$535,238	\$0	<b>\$1,464,455</b>	<b>\$ 552,240</b>
<b>Capital Projects Fund</b>	\$9,147,766	\$51,320	\$1,551,481	(\$1,500,161)	\$0	<b>\$7,647,605</b>	<b>\$ 8,483,227</b>
<b>Working Cash</b>	\$5,926,430	\$490,467	\$0	\$490,467	\$0	<b>\$6,416,897</b>	<b>\$ 6,286,330</b>
<b>Tort Immunity/Judgment</b>	\$5,093,239	\$3,147,447	\$1,725,600	\$1,421,847	(\$161,387)	<b>\$6,353,699</b>	<b>\$ 5,521,547</b>
<b>Fire Prevention/Safety</b>	\$5,752,167	\$447,619	\$2,873,682	(\$2,426,063)	\$0	<b>\$3,326,104</b>	<b>\$ -</b>
<b>Totals District 61</b>	<b>\$66,509,271</b>	<b>\$83,093,328</b>	<b>\$67,062,175</b>	<b>\$16,031,153</b>	<b>(\$161,387)</b>	<b>\$82,379,037</b>	<b>\$56,823,702</b>
<b>Macon-Piatt Special Ed District</b>	<b>\$7,480,866</b>	<b>\$7,515,758</b>	<b>\$7,489,802</b>	<b>\$25,956</b>	<b>\$0</b>	<b>\$7,506,822</b>	<b>\$ 6,156,512</b>

**Macon-Piatt Special Education District**  
**Report Date: December 2022**  
**Financial Condition as of December 31, 2022**

**Percent of year passed: 50%**

	<b>Revenues</b>	<b>Budget</b>	<b>Actual Y-T-D</b>	<b>Percent Received/Used</b>
12	Education Operation &	19,046,786	7,515,758	39.46%
22	Maintenance	-		0.00%
42	Transportation	-		0.00%
52	IMRF	-		0.00%
	<b>Total Revenues</b>	<u>19,046,786</u>	<u>7,515,758</u>	<u>39.46%</u>

**Expenditures**

12	Education Operation &	18,545,439	6,928,966	37.36%
22	Maintenance	448,980	7,173	1.60%
42	Transportation	21,750	5,888	27.07%
52	IMRF	<u>1,354,971</u>	<u>547,775</u>	<u>40.43%</u>
	<b>Total Expenditures</b>	<u>20,371,140</u>	<u>7,489,802</u>	<u>36.77%</u>

**Net Cash**

Total Revenues	19,046,786	7,515,758	39.46%
Total Expenditures	<u>20,371,140</u>	<u>7,489,802</u>	<u>36.77%</u>
Net Cash	<u>(1,324,354)</u>	<u>25,956</u>	

**Fund Balances**

12	Education	<u>7,506,822</u>
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**Decatur Public School District #61**  
**Report Date: December 2022**  
**Financial Condition as of December 31, 2022**

**Percent of year passed: 50%**

		Actual	Percent	FY 22 Percent Received/Used As Of 12/31/21
Revenues	Budget	Year to Date	Received/Used	
10 Education	141,006,354	62,824,756	44.55%	50.73%
20 Operation & Maintenance	7,946,441	3,554,585	44.73%	51.20%
30 Debt Service	5,363,921	4,791,957	89.34%	81.60%
40 Transportation	4,332,976	2,814,404	64.95%	65.03%
50 IMRF	2,615,500	3,085,086	117.95%	71.84%
51 Social Security	1,910,450	1,885,687	98.70%	99.25%
60 Capital Projects	5,700,000	51,320	0.90%	79.66%
70 Working Cash	359,900	490,467	136.28%	101.39%
80 Tort Immunity/Judgment	3,101,500	3,147,447	101.48%	103.16%
90 Fire Prevention/Safety	367,900	447,619	121.67%	101.30%
<b>Total Revenues</b>	<b>172,704,942</b>	<b>83,093,328</b>	<b>48.11%</b>	<b>55.05%</b>

**Expenditures**

10 Education	140,033,671	46,462,500	33.18%	34.00%
20 Operation & Maintenance	7,868,484	4,119,842	52.36%	51.65%
30 Debt Service	8,037,905	5,621,519	69.94%	65.31%
40 Transportation	6,059,730	1,470,251	24.26%	31.00%
50 IMRF	2,945,496	1,886,851	64.06%	54.44%
51 Social Security	2,287,427	1,350,449	59.04%	47.81%
60 Capital Projects	6,364,539	1,551,481	24.38%	68.70%
70 Working Cash	-	-	0.00%	0.00%

80	Tort Immunity/Judgment	2,673,192	1,725,600	64.55%	33.20%
90	Fire Prevention/Safety	6,120,067	2,873,682	46.96%	45.88%
	Total Expenditures	<u>182,390,511</u>	<u>67,062,175</u>	36.77%	39.33%

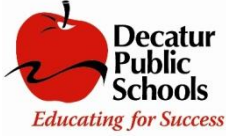
**Net Cash**

Total Revenues	172,704,942	83,093,328	48.11%
Total Expenditures	<u>182,390,511</u>	<u>67,062,175</u>	36.77%
Net Cash	<u>(9,685,569)</u>	<u>16,031,153</u>	

**Fund Balances**

**Actual**

10	Education	40,659,942
20	Operation & Maintenance	1,161,074
30	Debt Service	8,998,956
40	Transportation	5,016,728
50	IMRF	1,333,577
51	Social Security	1,464,455
60	Capital Projects	7,647,605
70	Working Cash	6,416,897
80	Tort Immunity/Judgment	6,353,699
90	Fire Prevention/Safety	3,326,104
	Total Funds	<u>82,379,037</u>



## Board of Education Decatur Public Schools District #61

<b>Date:</b> January 24, 2023	<b>Subject:</b> Treasurer's Report
<b>Initiated By:</b> Dr. Mike Curry, Chief Operational Officer	<b>Attachments:</b> <ul style="list-style-type: none"><li>• November 2022</li><li>• December 2022</li></ul>
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

The attached report details the District's investments and the status of the District's cash as of November 30, 2022 and December 31, 2022.

**CURRENT CONSIDERATIONS:**

N/A

**FINANCIAL CONSIDERATIONS:**

N/A

**STAFF RECOMMENDATION:**

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

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

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

**DECATUR PUBLIC SCHOOL DISTRICT #61**  
**TREASURER'S REPORT**  
**November 2022**

	Cash/Investments as of 10/31/22	Receipts	Disbursements	Change/Interest	Cash/Investments as of 11/30/22
Education	45,233,141.64	11,807,106.72	9,053,346.64	31.65	47,986,933.37
Operations & Maintenance	2,317,730.18	149,004.09	641,698.93	0.00	1,825,035.34
Debt Service	13,974,144.07	646,331.29	2,610,825.00	0.00	12,009,650.36
Transportation	5,458,558.44	69,336.76	700,030.38	0.00	4,827,864.82
IMRF	802,476.62	588,381.04	229,832.93	0.00	1,161,024.73
Social Security	1,823,887.28	79,731.97	179,964.91	0.00	1,723,654.34
Capital Projects	7,944,891.37	38,501.64	89,617.81	0.00	7,893,775.20
Working Cash	6,302,274.10	114,623.08	0.00	0.00	6,416,897.18
Tort/Judgment Immunity	6,557,959.09	127,425.48	134,267.64	0.00	6,551,116.93
Fire Prevention & Safety	3,448,360.21	83,311.75	0.00	0.00	3,531,671.96
Macon-Piatt Special Education	5,071,039.73	1,240,057.65	1,440,334.45	0.00	4,870,762.93
Activities	533,851.00	47,909.30	26,407.56	0.00	555,352.74
	<u>99,468,313.73</u>	<u>14,991,720.77</u>	<u>15,106,326.25</u>	<u>31.65</u>	<u>99,353,739.90</u>

Dr. Michael Curry

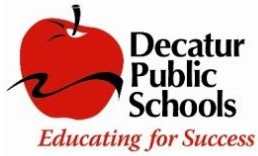
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**DECATUR PUBLIC SCHOOL DISTRICT #61**  
**TREASURER'S REPORT**  
**December 2022**

	Cash/Investments as of 11/30/22	Receipts	Disbursements	Change/Interest	Cash/Investments as of 12/31/22
Education	47,986,933.37	12,080,801.99	9,929,786.49	0.00	50,137,948.87
Operations & Maintenance	1,825,035.34	1,548.30	666,309.20	0.00	1,160,274.44
Debt Service	12,009,650.36	3,010,693.75	6,021,387.50	0.00	8,998,956.61
Transportation	4,827,864.82	0.00	54,296.71	0.00	4,773,568.11
IMRF	1,161,024.73	500,000.00	327,447.19	0.00	1,333,577.54
Social Security	1,723,654.34	0.00	259,199.14	0.00	1,464,455.20
Capital Projects	7,893,775.20	0.00	246,169.62	0.00	7,647,605.58
Working Cash	6,416,897.18	0.00	0.00	0.00	6,416,897.18
Tort/Judgment Immunity	6,551,116.93	167.20	199,190.13	0.00	6,352,094.00
Fire Prevention & Safety	3,531,671.96	0.00	205,568.67	0.00	3,326,103.29
Macon-Piatt Special Education	4,870,762.93	4,641,664.07	2,006,355.87	0.00	7,506,071.13
Activities	555,352.74	19,303.83	38,357.85	0.00	536,298.72
	<u>99,353,739.90</u>	<u>20,254,179.14</u>	<u>19,954,068.37</u>	<u>0.00</u>	<u>99,653,850.67</u>

Dr. Michael Curry

01/24/23



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

<b>Date:</b> January 24, 2023	<b>Subject:</b> School Board Policy Updates: <ul style="list-style-type: none"> <li>• 4:60 Operational Services – Purchases and Contracts</li> <li>• 5:60 General Personnel – Expenses</li> </ul>
<b>Initiated By:</b> Mike Curry, EdD, Chief Operational Officer	<b>Attachments:</b> <ul style="list-style-type: none"> <li>• Policy 4:60 Operational Services – Purchases and Contracts</li> <li>• 5:60 General Personnel – Expenses</li> </ul>
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

The following policies were presented with updates to the Board Members as a first reading during the January 10, 2023 Board of Education meeting:

- Policy 4:60 – Operational Services – Purchases and Contracts
- Policy 5:60 – General Personnel – Expenses

**CURRENT CONSIDERATIONS:**

There have been no changes to the policies since presented with updates as a first read on January 10, 2023.

**FINANCIAL CONSIDERATIONS:**

N/A

**STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education approve the updates to Policy 4:60 Operational Services – Purchases and Contracts and Policy 5:60 General Personnel – Expenses as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

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

## **Operational Services**

### **Purchases and Contracts**

The Superintendent or designee shall manage the District's purchases and contracts in accordance with State law, the standards set forth in this policy, and other applicable School Board policies.

#### **Standards for Purchasing and Contracting**

All purchases and contracts shall be entered into in accordance with applicable federal and State law. The Board Attorney shall be consulted as needed regarding the legal requirements for purchases or contracts. All contracts shall be approved or authorized by the Board.

All purchases and contracts should support a recognized District function or purpose as well as provide for good quality products and services at the lowest cost, with consideration for service, reliability, and delivery promptness, and in compliance with State law. No purchase or contract shall be made or entered into as a result of favoritism, extravagance, fraud, or corruption.

Adoption of the annual budget authorizes the Superintendent or designee to purchase budgeted supplies, equipment, and services, provided that State law is followed. Purchases of items outside budget parameters require prior Board approval, except in an emergency.

The authority to enter contracts, make purchases, and to expend monies properly budgeted shall be vested in the Purchasing Coordinator under the direction of the Superintendent for those materials, supplies and services whose total cost is not more than twenty-five thousand dollars (\$25,000), provided the Purchasing Coordinator has secured competitive quotes for items or a group of like items whose total cost is more than or equal to twelve thousand dollars (\$12,000), but less than twenty-five thousand dollars (\$25,000). In these instances no prior Board approval is required for the Purchasing Coordinator to make purchases after securing the quotes.

When presenting a contract or purchase for Board approval, the Superintendent or designee shall ensure that it complies with applicable federal and State law, including but not limited to, those specified below:

1. Supplies, materials, or work involving an expenditure in excess of \$25,000 must comply with the State law bidding procedure, 105 ILCS 5/10-20.21, unless specifically exempted.
2. Construction, lease, or purchase of school buildings must comply with State law and Board policy 4:150, *Facility Management and Building Programs*.
3. Guaranteed energy savings must comply with 105 ILCS 5/19b-1 *et seq.*
4. Third party non-instructional services must comply with 105 ILCS 5/10-22.34c.
5. Goods and services that are intended to generate revenue and other remunerations for the District in excess of \$1,000, including without limitation vending machine contracts, sports and other attire, class rings, and photographic services, must comply with 105 ILCS 5/10-20.21(b-5). The Superintendent or designee shall keep a record of: (1) each vendor, product, or service provided, (2) the actual net revenue and non-monetary remuneration from each contract or agreement, and (3) how the revenue was used and to whom the non-monetary remuneration was distributed. The Superintendent or designee shall report this information to the Board by completing the necessary forms that must be attached to the District's annual budget.

6. Any contract to purchase food with a bidder or offeror must comply with 105 ILCS 5/10-20.21 (b-10).
7. The purchase of paper and paper products must comply with 105 ILCS 5/10-20.19c and Board policy 4:70, *Resource Conservation*.
8. Each contractor with the District is bound by each of the following:
  - a. In accordance with 105 ILCS 5/10-21.9(f): (1) prohibit any of its employees who is or was found guilty of a criminal offense listed in 105 ILCS 5/10-21.9(c) and 5/21B-80(c) to have direct, daily contact at a District school or school-related activity with one or more student(s); (2) prohibits any of the contractor's employees from having direct, daily contact with one or more students if the employee was found guilty of any offense in 5/21B-80(b) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense; and (3) require each of its employees who will have direct, daily contact with student(s) to cooperate during the District's fingerprint-based criminal history records check on him or her.
  - b. In accordance with 105 ILCS 5/24-5: (1) concerning each employee of a contractor that provides services to students or in schools provide the District evidence of physical fitness to perform the duties assigned and freedom from communicable disease if the employee will have direct, daily contact with one or more student(s); and (2) required any new or existing employee who has and will have direct, daily contact with one or more student(s) to complete additional health examinations as required by the District and be subject to additional health examinations, including tuberculosis screening, as required by the Ill. Department of Public Health rules or order of a local health official.
9. After 1-1-23, any pavement engineering project using coal tar-based sealant product or high polycyclic aromatic hydrocarbon sealant product for pavement engineering-related use must comply with the Coal Tar Sealant Disclosure Act.
10. Purchases made with federal or State awards must comply with 2 C.F.R. Part 200 and 30 ILCS 708/, as applicable, and any terms of the award.

The Superintendent or designee shall: (1) execute the reporting and website posting mandates in State law concerning District contracts, and (2) monitor the discharge of contracts, contractors' performances, and the quality and value of services or products being provided.

In addition to other contracts requiring Board approval, any contract(s) with a total amount of less than \$25,000 shall be presented to the Board of Education for approval where the contract is for recurring, monthly consulting services related to curriculum, student discipline, and /or student services.

All contracts for consulting services shall include but not be limited to:

1. Dates services are to be provided;
2. Certificate of insurance if vendor will be working on a District site;
3. Payment terms for billing submitted to the District shall contain:
  - a. a detailed itemization of services; and

- b. a description of what and where services were provided or rendered. Any reimbursement for materials, travel, or other incidental expenses shall be itemized with receipts.
- c. Any reimbursement must be preapproved for materials, travel, or other incidental expenses and shall be itemized and submitted with an invoice and original receipts.

LEGAL REF.: 2 C.F.R. Part 200  
105 ILCS 5/10-20.19c, 5/10-20.21, 5/10-21.9, 5/10-22.34c, 5/19b-1 et seq., and 5/24.5.  
30 ILCS 708/, Grant Accountability and Transparency Act.  
410 ILCS 170/, Coal Tar Sealant Disclosure Act.  
820 ILCS 130/, Prevailing Wage Act.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 4:70 (Resource Conservation), 4:150 (Facility Management and Building Programs), 4:175 (Convicted Child Sex Offender; Screening; Notifications)

ADOPTED: May 27, 1997

REVISED: May 27, 2008  
May 26, 2009  
May 22, 2012  
February 12, 2013  
September 24, 2013  
January 14, 2014  
August 26, 2014  
March 24, 2015  
January 10, 2017  
January 14, 2020  
January 11, 2022  
January 24, 2023

## General Personnel

### Expenses

The Board regulates the reimbursement of all travel, meal, and lodging expenses by resolution. Money shall not be advanced or reimbursed, or purchase orders issued for: (1) the expenses of any person except the employee, (2) anyone's personal expenses, or (3) entertainment expenses. Entertainment includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless the entertainment is ancillary to the purpose of the program or event. The District is not responsible for losses due to an employee's own negligence, losses due to normal wear, or losses due to theft, unless the theft was a result of the District's negligence. Employees must submit the appropriate itemized, signed, standardized form(s) to support any requests for expense advancements, reimbursements, or purchase orders that show the following:

1. The amount of the estimated or actual expense, with attached receipts for actual incurred expenses.
2. The name and title of the employee who is requesting the expense advancement or reimbursement. Receipts from group functions must include the names, offices, and job titles of all participants.
3. The date(s) of the official business on which the expense advancement, reimbursement, or purchase order will be or was expended.
4. The nature of the official business conducted when the expense advancement, reimbursement, or purchase order will be or was expended.

### Reimbursements and Purchase Orders

Expense reimbursements and purchase orders may be issued by the Superintendent or designee to employees, along with other expenses necessary for the performance of their duties, provided the expenses fall below the maximum allowed in the Board's expense regulations.

Expense reimbursements and purchase order approvals are not guaranteed and, when possible, employees should seek pre-approval of expenses by providing an estimation of expenses on the District's standardized estimated expense approval form for employees, except in situations when the expense is diminutive. When pre-approval is not sought, employees must seek reimbursement on the District's standardized expense reimbursement form for employees. Expense reimbursements and purchase orders shall be presented to the Board in its regular bill process.

### Use of Credit and Procurement Cards

Credit and procurement card usage is governed by policy 4:55, *Use of Credit and Procurement Cards*.

### Exceeding the Maximum Allowable Expense Amount(s)

All requests for expense advancements, reimbursements, and purchase orders exceeding the maximum allowed in the Board's expense regulations may only be approved when:

1. The Board's resolution to regulate expenses allows for such approval;
2. An emergency or other extraordinary circumstance exists; and
3. The request is approved by a roll call vote at an open Board meeting.

### Registration

When possible, registration fees will be paid by the District in advance.

### Travel

The least expensive method of travel will be used, provided that no hardship will be caused to the employee. Employees will be reimbursed for:

1. Air travel at the coach or economy class commercial airline rate. First class or business class air travel will be reimbursed only if emergency circumstances warrant. The emergency circumstances must be explained on the expense form and Board approval of the additional expense is required. Fees for the first checked bag will be reimbursed. Copies of airline tickets and baggage receipts must be attached to the expense form.
2. Rail or bus travel at actual cost. Rail or bus travel cost may not exceed the cost of coach airfare. Copies of tickets must be attached to the expense form to substantiate amounts.
3. Use of personal automobiles at the standard mileage rate approved by the Internal Revenue Service for income tax purposes. The reimbursement may not exceed the cost of coach airfare. Mileage for use of personal automobiles in trips to and from transportation terminals will also be reimbursed. Toll charges and parking costs will be reimbursed.
4. Automobile rental costs when the vehicle's use is warranted. The circumstances for such use must be explained on the expense form.
5. Taxis, airport limousines, ride sharing services, or other local transportation costs.

### Meals

Meals charged to the District should represent mid-fare selections for the hotel/meeting facility or general area. Tips are included with meal charges. Expense forms must explain the meal charges incurred. Alcoholic beverages will not be reimbursed. Employees traveling outside of the District for one or more nights may receive a daily per diem of \$60.00.

### Lodging

Employees should request conference rate or mid-fare room accommodations. It is the expectation that employees traveling together share hotel rooms with sensitivity toward gender identities. The need for a separate hotel room due to medical issues or personal issues should be discussed and approved with the employee's direct supervisor in advance. Employees should pay personal expenses at checkout. If that is impossible, deductions for the charges should be made on the expense form.

### Miscellaneous Expenses

Employees may seek reimbursement for other expenses incurred while attending a meeting sponsored by organizations described herein by fully describing the expenses on the expense form, attaching receipts.

### Additional Requirements for Travel Expenses Charged to Federal and State Grants

All grant-related travel expenses must be pre-approved by the Superintendent or designee.

Expenses for travel, including expenses for transportation, lodging, meals, and related items incurred by employees and charged to a federal grant or State grant governed by the Grant Accountability and Transparency Act (30 ILCS 708/) must also meet the following requirements:

1. The participation of the employee is necessary to the award, and the costs are specifically related to the award.
2. Expenses must be permissible under the terms and conditions of the award.
3. Expenses must be reasonable and consistent with this policy.
4. The Board does not pay a per diem allowance unless the employee is on official *travel status* for more than 12 hours. However, employees remain eligible for itemized meal expense reimbursements and mileage reimbursement (minus regular commuting mileage/costs) and other transportation expenses if on travel status less than 12 hours).
5. Expenses may be charged based on an actual cost basis or on a per diem basis in lieu of actual costs incurred; however, only one method may be applied per trip.
6. Commercial airfare costs in excess of the least expensive coach or economy class are prohibited except when such accommodations would: (1) require circuitous routing; (2) require travel during unreasonable hours; (3) excessively prolong travel; (4) result in additional costs that would offset transportation savings; or (5) offer accommodations not reasonably adequate for the traveler's medical needs. Qualifying circumstances must be explained on the expense form, and Board approval of the additional expense is required.
7. Per diem rates and actual reimbursement amounts for mileage, meals, and lodging may not exceed the rates established by the Governor's Travel Control Board or federal travel regulations, whichever is less. These limits do not apply when (1) an employee stays in the lowest-priced room available at or near a hotel where a conference or seminar is located or in accommodations arranged by the conference/seminar organization, or (2) lodging at or below the established rate is unavailable. In those cases, the employee will be reimbursed for actual lodging expenses with prior approval, but in no case will the reimbursement exceed 300% of the applicable maximum per diem rate. If a conference fee includes a meal, the meal or per diem allowance will be reduced by the actual value of the meal or the applicable meal allowance, whichever is less.
8. Employees must use the least expensive compact car available when using a rental care for travel, unless an exception is approved. The Board does not reimburse employees for collision damage waiver or theft insurance.
9. The Board will reimburse travel expenses not chargeable to an award from other District funds consistent with this policy.

LEGAL REF: 2 C.F.R. §200.474,  
30 ILCS 708/130, Grant Accountability and Transparency Act.  
50 ILCS 150/, Local Government Travel Expense Control Act.  
105 ILCS 5/10-22.32  
820 ILCS 115/9.5, Ill. Wage Payment and Collection Act.

CROSS REF: 2:125 (Board Member Compensation; Expenses), 2:240 (Board Policy Development), 4:50 (Payment Procedures), 4:55 (Use of Credit and Procurement Cards)

ADOPTED: June 10, 1997

REVISED: March 13, 2012  
October 28, 2014

December 13, 2016  
December 4, 2018  
January 8, 2019  
May 26, 2020  
January 24, 2023



## Board of Education Decatur Public Schools District #61

<b>Date:</b> January 24, 2023	<b>Subject:</b> Job Description: Safety & Security Administrator
<b>Initiated By:</b> Dr. Rochelle Clark, Superintendent	<b>Attachments:</b> Job Description: Safety & Security Administrator (update)
<b>Reviewed By:</b> Jason Fox, Director of Human Resources and Deanne Hillman, Interim Director of Human Resources	

**BACKGROUND INFORMATION:**

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

**CURRENT CONSIDERATIONS:**

The Safety & Security Administrator job description was updated to align the responsibilities and duties with the expectations of the position.

**FINANCIAL CONSIDERATIONS:**

This position is within current budget.

**STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education approve the updates to this job description as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

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

**TITLE:** Safety & Security Administrator

**PURPOSE:** To establish and maintain safety protocols district-wide which includes, but is not limited to, trainings, drills, establishing evacuation protocols, and reunification sites. To assist in building relationships between students and police. To assist and/or act as a deterrent to school violence.

**QUALIFICATIONS:**

1. Degree in law enforcement, or a related field required.
2. 3 years actively or formerly employed in law enforcement in the State of Illinois preferred.
3. Minimum of 3 years of leadership experience within an educational organization is preferred.
4. Background in Diversity, Cultural Competencies, Equity and Inclusion preferred.
5. General knowledge of school safety.
6. Must possess a valid Illinois Driver's License.
7. Experience in both elementary and secondary education preferred.
8. Experience in developing strategies to address climate and culture, and leading professional learning experiences for all district staff as it relates to safety.
9. Excellent verbal and written communications as well as strong interpersonal communications.
10. Problem-solver and strategic thinker.
11. Ability to maintain good working relationships with fellow employees and students.
12. Ability to communicate to staff in an acceptable and courteous manner.
13. Ability to understand and follow basic oral and written instructions.
14. Ability to maintain complete and accurate records and to develop meaningful reports from them.
15. Experience in developing and maintaining work schedules preferred.
16. Experience in evaluating staff preferred.
17. Ability to develop and implement short and long-range plans and progress.
18. Knowledge of Microsoft Office programs including Word, Excel, Access, PowerPoint, etc.
19. Training in physical restraint preferred.
20. Knowledge of security measures, policies, procedures, and crisis management.
21. Knowledge of current laws related to safety, security and search & seizure.
22. Understanding of the Juvenile Justice System.
23. Maintains confidentiality.
24. Ability to work independently.
25. Knowledge regarding Federal and State Mandates pertinent to this position.

**IS A MEMBER OF:** District Leadership Team

**REPORTS TO:** Superintendent or designee

**Pending BOE Approval 1/24/2023**

## **MAINTAINS LIAISON WITH:**

1. Central Office Administrators
2. Building Administrators
3. Local and State Law Enforcement Agencies
4. School Resource Officer

## **ESSENTIAL FUNCTIONS:**

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

1. Identifies and participates in safety and de-escalation training needs that will benefit the district as a whole.
2. Acts as an advisor and role model for students and staff.
3. Develops, maintains, and leads a comprehensive district crisis response plan.
4. Coordinates a comprehensive security/school safety program.
5. Plans and coordinates with internal and external personnel in planning a standardized response to critical incidents using the Incident Command System Model.
6. Receives all reports of school crime and criminal incidents occurring on school property and/or incidents off school sites that would have an effect on school safety.
7. Serves as a Liaison with local law enforcement.
8. Serves as a liaison and/or chair on committees related to job title.
9. Oversees DPS security and works with the SRO to ensure adequate coverage according to district needs.
10. Serves as an advocate on all matters of diversity, equity, and inclusion as it relates to school safety.
11. Participates in yearly local, national, and/or regional professional opportunities when feasible. Such as, but not limited to;
  - a. Active shooter
  - b. Evacuation
  - c. Reunification
  - d. Stop the Bleed
12. Research current trends and best practices to establish cohesiveness and collaboration which builds and maintains professionalism within the security team and administrative teams.
13. Identifies implicit biases and offer strategies to meet the needs of students and staff alike.
14. Assists in cultivating a work environment that values diversity at all levels in the district.
15. Serves as a resource for building administrators.
16. Consults with members of the District Leadership Team regarding policies, procedures, and practices.
17. Analyzes information and data necessary to assist the district in developing safety plans in case of evacuations, shelter in place, and/or reunification efforts.
18. Develops a culture of trust and respect that relates to safety and security.
19. Assists in the climate and culture of the school/district by building relationships inside and outside of the district with local and state law enforcement as well as first responders .

20. Others duties as assigned by the Board of Education, Superintendent and/or direct supervisors.

**GRADE LEVEL:** 16

**TERMS OF EMPLOYMENT:** This is a 12-month position.  
Salary to be based upon salary schedule established by the Board.

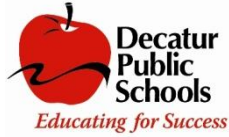
**EVALUATION:**  
Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

**PHYSICAL DEMANDS**  
Handle work which deals mostly with people, objects, equipment in a general setting; depth perception and field of vision are important. Employee regularly is required to bend, stoop, twist, turn, reach, lift (up to 50 pounds), carry, pull, push, climb, and kneel; walking and standing approximately 50-75% of each shift. Employee must recognize differences in sound, such as voices/noises that are loud and playful instead of angry and combative; ability to differentiate tones and volumes in conversation.

**MENTAL DEMANDS**  
Administrator must ensure that children are supervised at all times, and that children are involved in safe and appropriate activities. There may be a number of situations happening at once, and the Administrator must be prepared to handle accidents and emergencies at any time.

**WORK ENVIRONMENT**  
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The Administrator will be working in a busy and occasionally noisy environment. There may be a number of activities and situations happening at once, and the Administrator will have to supervise, or make sure students are supervised at all times.

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



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

<b>Date:</b> January 24, 2023	<b>Subject:</b> Accepting a Gift from Adele P. Glenn Irrevocable School Trust
<b>Initiated By:</b> Dr. Mike Curry, Chief Operational Officer	<b>Attachments:</b> N/A
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

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

**CURRENT CONSIDERATIONS:**

The District received an unrestricted donation from the Adele P. Glenn Irrevocable School Trust. Although the donation is unrestricted, Adele was fond of the District’s Early Childhood program. As such, it is the District’s intent that the funds are used for Early Childhood.

Administration will provide a letter of acknowledgement to the trust thanking them for the gracious gift.

**FINANCIAL CONSIDERATIONS:**

The value of the donation is \$15,000 and will be used for Early Childhood related expenses.

**STAFF RECOMMENDATION:**

The Administration respectfully requests that the Board of Education accept the gracious donation from the Adele P. Glenn Irrevocable School Trust as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

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



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

<b>Date:</b> January 24, 2023	<b>Subject:</b> Personnel Action
<b>Initiated By:</b> Jason E. Fox, Director of Human Resources, and the Human Resources Department	<b>Attachments:</b> 8 Pages of Personnel Action
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

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

**CURRENT CONSIDERATIONS:**

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

**FINANCIAL CONSIDERATIONS:**

These positions are in the budget.

**STAFF RECOMMENDATION:**

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

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

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

**To: Board of Education**  
**From: Jason E. Fox, Director of Human Resources**  
**Date: January 19, 2023**  
**Board Date: January 24, 2023**  
**Re: Personnel Action**

**EMPLOYMENT RECOMMENDATIONS**

**TEACHERS:**

Name	Position	Effective Date
Timothy Brilley	Physical Education, Hope Academy	For the 2023-2024 School Year
Tamara McCormick	Grade 2, Hope Academy	January 9, 2023
Kara Sheridan	Band, Montessori Academy	February 8, 2023
Olivia Triplett	Grade 3, Dennis Mosaic	February 21, 2023

**SECURITY PERSONNEL:**

Name	Position	Effective Date
Willie Harris	School Security Officer, Stephen Decatur	January 30, 2023

**EXTENDED DAY:**

Name	Position	Effective Date
Lekishia Lloyd	Non Certified Staff, Johns Hill	January 17, 2023

**SCHEDULE B**

Name	Position	Effective Date
Brianne Barrett	Middle School Girls Track Coach, Dennis Mosaic	February 27, 2023

**TRANSFERS**

**TEACHING ASSISTANTS:**

Name	Position	Effective Date
Jennifer Voorhees	From Library Media Assistant, Parsons, 6 hours per day to Library Media Assistant, American Dreamer, 6 hours per day	January 17, 2023

**CUSTODIAN:**

Name	Position	Effective Date
Janiece Sterling	From 1st Shift Custodian, Franklin Grove to 1st Shift Head Custodian, Franklin Grove	January 17, 2023

**OFFICE PERSONNEL:**

Name	Position	Effective Date
Ashley Miller	From Small Learning Community Secretary, Eisenhower to Secretary to the Principal, Franklin Grove	January 17, 2023

**RESIGNATIONS****ADMINISTRATION:**

Name	Position	Effective Date
Robert Prange	K-8 Principal, Johns Hill	End of the 2022-2023 School Year

**TEACHERS:**

Name	Position	Effective Date
Christian Jackson	Music, Johns Hill/Eisenhower	End of the 2022-2023 School Year
Alicia Rosier	Music, Parsons	End of the 2022-2023 School Year
Yamini Shah	Middle School Language Arts, Dennis Mosaic	February 22, 2023

**ADMINISTRATIVE SUPPORT:**

Name	Position	Effective Date
Olivia Thomas	Student Interventionist, Student Services	January 12, 2023

**TEACHING ASSISTANTS:**

Name	Position	Effective Date
Jamia Dawson	LPN 504 Assistant, School Health Services	January 16, 2023

Elena Delaney	From Leave	January 12, 2023
Jazzmine Hagan	Special Ed Assistant, Stephen Decatur	December 1, 2022

**SECURITY PERSONNEL:**

Name	Position	Effective Date
Adam Banner	Board Security Officer, Keil	January 10, 2023
Keewyn Pressley	School Security Officer, Eisenhower	January 9, 2023

**EXTENDED DAY:**

Name	Position	Effective Date
Amelia Hughes	Non Certified Staff, Pershing	January 24, 2023

**SCHEDULE B:**

Name	Position	Effective Date
Zamani Walter, Sr.	High School Assistant Football Coach, Eisenhower	January 6, 2023

**EXTENDED LEAVE OF ABSENCE**

**TEACHING ASSISTANT:**

Name	LEAVE	Effective Date
Kaitlyn Spence	Study Leave	For the 2023-2024 School Year

**RETIREMENTS**

**TEACHING ASSISTANT:**

Name	Position	Effective Date
Janis Daum	Special Ed Assistant, MacArthur	June 30, 2023

**MAINTENANCE:**

Name	Position	Effective Date
Gregory D Smith	Maintenance Worker, Buildings & Grounds	January 31, 2023



Kimberlee Decesaro

Natalie Gower

- The following staff members should be compensated **\$16.67** for participating in CCE Team Meeting on November 22, 2022 at Muffley:  
Melissa Cripe  
Julie Comerford  
Jennifer Eastham  
Stacie Patterson
- The following staff members should be compensated **\$16.67** for participating in PCE Team Meeting on December 12, 2022 at Muffley:  
Libby Kirkland  
Joseph Krouse  
Kimberlee Decesaro  
Tressa James  
Kelly Thomas-Milburg
- The following staff members should be compensated **\$16.67** for participating in PCE Team Meeting on November 21, 2022 at Muffley:  
Libby Kirkland  
Joseph Krouse  
Kimberlee Decesaro  
Tressa James  
Kelly Thomas-Millburg
- The following staff members should be compensated **\$16.67** for participating in Instructional Leadership Team on November 15, 2022 at Muffley:  
Kelly Bailey  
Melissa Prasun  
Ashley Robinson  
Libby Kirkland  
Susan Barnes
- The following staff members should be compensated **\$16.67** for participating in PCE Team Meeting on October 27, 2022 at Muffley:  
Libby Kirkland  
Joseph Krouse  
Kimberlee Decesaro  
Tressa James  
Kelly Thomas-Millburg
- The following staff members should be compensated **\$16.67** for participating in PRIDE/PBIS Team Meeting on November 10, 2022 at Muffley:  
Diane Orr  
Vanessa Kelson  
Stephanie Meis  
Skyler Flesch  
Natalie Gower  
Carla Giberson  
Kelly Thomas-Millburg  
Jennifer Eastham  
Christine Cullison  
Katie Thomas
- The following staff members should be compensated **\$16.67** for participating in School Improvement Plan Team on September 22, 2022 at Muffley:  
Megan Noel  
Melissa Cripe  
Jessica Meier  
Diane Orr  
Vanessa Kelson  
Jamie Reed

- The following staff members should be compensated **\$16.67** for participating in Special Education Team on September 26, 2022 at Muffley:

Jamie Reed	Natalie Gower
Kimberlee Decesaro	Jennifer Eastham
Julie Comerford	
- The following staff members should be compensated **\$16.67** for participating in PCE Team Meeting on September 29, 2022 at Muffley:

Libby Kirkland	Tressa James
Joseph Krouse	Kelly Thomas-Millburg
Kimberlee Decesaro	
- The following staff members should be compensated **\$16.67** for participating in PRIDE/PBIS on December 8, 2022 at Muffley:

Diane Orr	Kelly Thomas-Millburg
Vanessa Kelson	Jennifer Eastham
Stephanie Meis	Christine Cullison
Skyler Flesch	Katie Thomas
Natalie Gower	
- The following staff members should be compensated **\$16.67** for participating in SEL/PRIDE Team Meeting on August 23, 2022 at Muffley:

Diane Orr	Skyler Flesch
Vanessa Kelson	Natalie Gower
Stephanie Meis	Carla Giberson
- The following staff members should be compensated **\$16.67** for participating in SEL/PRIDE Team Meeting on October 13, 2022 at Muffley:

Diane Orr	Skyler Flesch
Vanessa Kelson	Natalie Gower
Stephanie Meis	Carla Giberson
- The following staff members should be compensated **\$16.67** for participating in School Improvement Plan Team on November 14, 2022 at Muffley:

Megan Noel	Diane Orr
Melissa Cripe	Vanessa Kelson
Jessica Meier	Jamie Reed
- The following staff members should be compensated **\$16.67** for participating in School Improvement Plan Team on October 25, 2022 at Muffley:

Megan Noel	Diane Orr
Melissa Cripe	Vanessa Kelson
Jessica Meier	Jamie Reed

- The following staff members should be compensated **\$16.67** for participating in Special Education Team on December 5, 2022 at Muffley:

Jamie Reed	Natalie Gower
Kimberlee Decesaro	Jennifer Eastham
Julie Comerford	
- The following staff members should be compensated **\$16.67** for participating in CCE Team Meeting on December 12, 2022 at Muffley:

Melissa Cripe	Jennifer Eastham
Julie Comerford	Stacie Patterson
- The following staff members should be compensated **\$16.67** for participating in Instructional Leadership Team on August 24, 2022 at Muffley:

Kelly Bailey	Ashley Robinson
Melissa Prusun	Susan Barnes
Jamie Reed	Libby Kirkland
- The following staff members should be compensated **\$16.67** for participating in Instructional Leadership Team on December 9, 2022 at Muffley:

Melissa Prusun	Libby Kirkland
Ashley Robinson	
- The following staff members should be compensated **\$16.67** for participating in Data Review Team on November 3, 2022 at Muffley:

Jessica Meier	Jared Staples
Megan Noel	JoBeth Sweeney
Jamie Reed	
- The following staff members should be compensated **\$16.67** for participating in Data Review Team on December 1, 2022 at Muffley:

Jessica Meier	Jared Staples
Megan Noel	JoBeth Sweeney
Jamie Reed	
- The following staff members should be compensated **\$16.67** for participating in CCE Team Meeting on October 17, 2022 at Muffley:

Melissa Cripe	Jennifer Eastham
Julie Comerford	Stacie Patterson
- The following staff members should be compensated **\$16.67** for participating in CCE Team Meeting on September 27, 2022 at Muffley:

Melissa Cripe	Jennifer Eastham
Julie Comerford	Stacie Patterson

- The following staff members should be compensated **\$100.00** for participating in PBIS Training on October 15, 2022 at Hope Academy:

Terri Ellis	Christine Lowe
Dennis Robinson	Alexandria Pomorin
Alicia Alves	Michelle Brown

- The following staff members should be compensated for participating in Are You Balanced Training on January 10, 2023 at PDI:

Kelli Murray	\$49.98	Dena Flanigan	\$16.66
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- The following staff members should be compensated **\$450.00** for participating in Meeting Stipends for Long Term Subs during First Semester at Parsons:

Zachary McReynolds	Jaci Cecil
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- The following staff members should be compensated **\$100.02** for participating in Planning Day on December 29, 2022 at Parsons:

Kylie Hale	Lyndsay Lemanczyk
Kathryn Rodgers	Melissa Goede
Heather Groves	Andrea Wakeland
C Roxann Kennedy	Carrie Sager
Christina Woo	Hannah Hillman

- The following staff members should be compensated for participating in Prep Academy on January 5, 2023 at MacArthur:

Garold Fowler	\$1,500.00	Andrew Jones	\$1,500.00
Jonathan Hartzmark	\$4,000.00	Rachel Roberts	\$1,500.00

- The following staff members should be compensated **\$500.00** for participating in TA to Teacher on December 19, 2022 at Keil:

Kelsey Rigsby	Kate McCray
Jennifer Bramel	

- The following staff member should be compensated **\$2,000.00** monthly for Stephen Decatur additional duties effective January 17, 2023:

Matthew Grossman

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

Janis Daum

- The following staff members should be compensated for participating in IAR Writing on January 12, 2023 at PDI:

Denisha Patrick	\$33.32	Carrie Sager	\$16.66
Olivia Mannlein	\$16.66	Yolanda Minor	\$33.32

To: Dr Rochelle Clark, Superintendent  
From: Jason Fox, Director of Human Resources  
Date: January 24, 2023  
Re: Administrative Recommendation

The following person is recommended for the position of Safety and Security Administrator.

Valdimir Talley Jr

Education:  
2012 BA University of Illinois, Springfield, IL

Experience:  
2013-present Chief of Police, Village of Maywood, Maywood, IL  
1986-2010 Bureau Chief, Illinois State Police, Springfield, IL  
1985-1986 Conservation Police Officer, Illinois Department of Conservation,  
Springfield, IL

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For payroll purposes only

Effective: January 30, 2023

Pro-rated: Yes X No Level:16 Step: 20

Prorated: \$48,510.84 Number of full pro-rated days: 110  
TRS: as allowable

Base: \$ 115,103.00 Number of full contract days: 261  
TRS: as allowable

Certified Number:

Account Number:

Salary approved \_\_\_\_\_ Date \_\_\_\_\_

**SAFETY & SECURITY ADMINISTRATOR'S CONTRACT**  
**Fiscal Year 2022-2024**

This Contract made between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter "the Board") and **Valdimir Talley Jr**, Safety & Security Administrator (hereinafter "the Safety & Security Administrator"), ratified at the meeting of the Board held on January 24, 2023 as found in the minutes of that meeting.

**IT IS AGREED:**

**1. Employment.** The Safety & Security Administrator is hereby hired and retained from January 30, 2023 to June 30, 2024, as Safety & Security Administrator.

**2. Duties.** The duties and responsibilities of the Safety & Security Administrator shall be all those duties incident to the office of the Safety & Security Administrator as set forth in the job description, a copy of which can be found in the employee's personnel file; those obligations imposed by the law of the State of Illinois upon a Safety & Security Administrator; and to perform such other duties normally performed by a Safety & Security Administrator as from time to time may be assigned to the Safety & Security Administrator by the Superintendent of Schools, Assistant Superintendent(s) or the Board. The work day, work year, contract year and holidays and holiday pay for the Safety & Security Administrator shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (July 12, 2022).

**3. Salary.** The Board shall set the Safety & Security Administrator's salary. For the 2022-2023 fiscal year (July 1, 2022-June 30, 2023) the amount of the Safety & Security Administrator's salary shall be set by the Board but shall not be less than **One Hundred Fifteen Thousand One Hundred Three Dollars and 00/100 (\$115,103.00)** per annum and the pro-rated salary for the period of January 30, 2023 to June 30, 2023 shall be **Forty-Eight Thousand Five Hundred Ten Dollars and 84/100 (\$48,510.84)** per annum. The Safety & Security Administrator hereby agrees to devote such time, skill, labor and attention to his employment during the term of this Contract, except as otherwise provided in this Contract, and to perform faithfully the duties of Safety & Security Administrator for the school district and the Board as set forth in this Contract. The annual salary shall be paid in substantially equal installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. Any adjustment in salary made during the life of this Contract shall be in the form of a Board approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Safety & Security Administrator, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board approved amendment.

**4. Pension.** In addition to the pro-rated salary of the Administrator as set forth hereinabove in paragraph 3, the Board shall pay 4.71204% of the salary set forth in paragraph 3 (or 4.5% deducted from the resulting gross. The resulting gross shall be computed by adding the salary in paragraph 3 to 4.71204% of the salary paragraph 3) as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax

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

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

**6. License.** The Safety & Security Administrator shall furnish to the Board during the term of this Contract, a valid and appropriate license or other relevant credential to act as Safety & Security Administrator in accordance with the laws of the State of Illinois and as directed by the Board.

**7. Other Work.** With the permission of the Superintendent or Assistant Superintendent(s) in advance, the Safety & Security Administrator may undertake consultative work, speaking engagements, writing, lecturing, college or university teaching, and other professional duties and obligations provided that these activities do not interfere with the effective performance of his duties as Safety & Security Administrator.

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

**9. Termination by Contract.** During the term of this Contract, the Board and Safety & Security Administrator may mutually agree, in writing, to terminate this Contract. The termination, reassignment and/or reclassification at the end of the term of this Contract shall be as provided by law.

**10. Referrals to Safety & Security Administrator.** The Board collectively and individually and the Superintendent shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Safety & Security Administrator for study and recommendation.

**11. Professional Activities.** The Safety & Security Administrator shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Within budget constraints, such costs of attendance shall be paid by the Board upon receipt of a full,

itemized account of such costs.

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

**13. Membership Dues.** The Board shall pay the cost of the Safety & Security Administrator's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (July 12, 2022).

**14. Medical Insurance.** The Safety & Security Administrator shall be provided with medical insurance and medical insurance options as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (July 12, 2022).

**15. Life Insurance.** The Safety & Security Administrator shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (July 12, 2022).

**16. Vacation.** The Safety & Security Administrator shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (July 12, 2022).

**17. Sick Leave and Personal Leave.** The Safety & Security Administrator shall be provided with sick leave and personal leave days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (July 12, 2022).

**18. Disability.** Should the Safety & Security Administrator be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Safety & Security Administrator's control and such disability exists after the exhaustion of accumulated leave days and vacation days during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days after the exhaustion of accumulated leave days (including FMLA) and vacation days during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of the Safety & Security Administrator's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate. The Safety & Security Administrator shall provide medical evidence of illness to the Board President upon request.

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

**20. 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 Safety & Security Administrator:  
Valdimir Talley Jr  
last known address

**21. 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.

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

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. Relevant Law.** This Contract is authorized under the provisions of the Illinois School Code, 105 ILCS 5/10-23.8a.

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

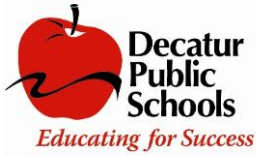
\_\_\_\_\_  
**Safety & Security Administrator**

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

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

**ATTEST:**

\_\_\_\_\_  
**Secretary**



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

<b>Date:</b> January 24, 2023	<b>Subject:</b> Macon-Piatt Special Education Service Agreement with TinyEYE Therapy Services
<b>Initiated By:</b> Kathy Horath, Director of Macon-Piatt Special Education	<b>Attachments:</b> TinyEYE Service Agreement
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

Decatur has a shortage of speech-language pathologists. There are no available subs to provide direct services for eligible students. There are students who are not getting the services they are required.

**CURRENT CONSIDERATIONS:**

This contract company will provide the equivalent of one speech-language therapist through virtual means. This will address the shortage at American Dreamer STEM Academy, Robertson Charter, Franklin Grove and Muffley Schools.

**FINANCIAL CONSIDERATIONS:**

The cost of this provider is estimated at \$38,000.

**STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education approve the Macon-Piatt Special Education Service Agreement with TinyEYE Therapy Services as presented

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

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



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## TinyEYE Service Agreement

This Service Agreement (this "**Agreement**") along with its accompanying addenda is entered into as of this Effective Date: **January 9, 2023**

**BETWEEN:**  
(the "**Service Provider**")

**TinyEYE Technologies Corporation** of  
109-15 Innovation Boulevard, Saskatoon, SK S7N 2X8

**And**  
(the "**Customer**")

**Macon-Piatt Special Education District** of  
335 East Cerro Gordo Street, Decatur, IL, US, 62523

### **BACKGROUND:**

The Parties to this Agreement are the Service Provider and the Customer.

The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide the Services (as hereinafter defined) to the Customer.

The Service Provider is agreeable to providing such Services to the Customer on the terms and conditions set out in this Agreement.

**Now, therefore, IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

### **Services Provided**

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "**Services**") from credentialed professionals including, but not limited to, speech-language pathologists, occupational therapists, psychologists, social workers, and counselors. These Services shall, unless otherwise agreed to by the parties, include those Services described in **Schedule "B"** attached hereto or any other future Addenda. The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.
2. The Service Provider will provide a license (which shall consist of a username and password) to the TinyEYE Therapy Software to all students and support staff that are encompassed by this Agreement. All such licenses shall be deemed to be immediately revoked upon the expiration or termination of this Agreement.
3. The Service Provider shall follow best practices in data privacy and data security, meeting or exceeding federal and regional guidelines including but not limited to FERPA, SOPPA and the Illinois School Student Records Act.



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#### **Participant Requirements**

4. Each participating location must also meet the following requirements:

- Internet, Computer & Software as per **Schedule "A" - Technical Requirements**
- A minimum of one (1) designated contact person per school (each, a "**Contact Person**") for communicating with the students:
  - Each Contact Person will also receive some guidance from the Service Provider for supporting the students' development.
  - Each Contact Person will also be generally available to help the students log in to their virtual backpack outside of the therapy sessions.
- The criteria for becoming a TinyEYE therapy student shall include:
  - The Customer will help the Service Provider ensure that all participants have consented, in the form required by the Service Provider, to receive therapy services.
  - The parties acknowledge and agree that all referrals might not qualify for therapy. Children will be seen when the Service Provider has received (i) a referral request, (ii) background information, and (iii) a signed Consent from such student's parent or legal guardian or an 'Expedited Consent' provided by the Customer. The Service Provider will provide templates for these forms.
- In the event that the Customer elects to forego providing the Service Provider with executed informed consent forms (in the Service Provider's standard form) from the parent or legal guardian of each student receiving Services hereunder, the Customer shall execute and deliver to the Service Provider a "Expedited Informed Consent Acknowledgement Agreement" (in the Service Provider's standard form) and, in such circumstances, hereby agrees with the Service Provider that:
  - the Customer is solely responsible for ensuring that all required consents from the parents or legal guardians of each student receiving Services have been duly and properly obtained;
  - the Customer shall advise the Service Provider of any students who have not consented to certain aspects of the Services (including, for example, being photographed or recorded, or having information about such student shared electronically); and
  - the Customer shall indemnify and hold the Service Provider harmless of and from any all losses, damages and/or claims that the Service Provider may incur as a result of a failure of the Customer to obtain any such required consent.

#### **Term of Agreement**

5. The term of this Agreement will commence on the date this Agreement is executed and will be terminated as provided in this Agreement. If an End Date is specified in **Schedule B** or an **Addendum** to this Agreement, the service order will terminate on that End Date.

- If the Customer or Service Provider wishes to extend the End Date of the service order, they can do so by sending a written request by email to the other party stating the new date. If agreeable, the new date will be confirmed by email response to the suggesting party. An extension of the End Date can be instigated by either party, must be confirmed by the other party, as outlined above, and does not require any further or other amendment to this Agreement.

#### **Performance**

6. The parties agree to take commercially reasonable steps to ensure that the terms of this Agreement take



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effect.

### Compensation

7. In consideration for the Services rendered by the Service Provider as required by this Agreement, the Customer shall pay to the Service Provider the Total Minimum Fee of the ordered services for the agreed upon Start Date and End Date per Schedule B regardless of whether the Customer elects to utilize the full amount of ordered services. The Customer agrees to pay for the additional services provided by the Service Provider. All fees shall be prorated.

The Total Minimum Fee per Schedule B or any other future Addenda will be payable on a monthly basis while this agreement is in force. If the Customer's monthly utilized services are more than the monthly ordered amount, the Customer will be billed the difference on every third invoice and the final reconciliation on the last invoice of the School Year. Terms of payment are 15 days upon receipt of invoice, with interest charged at 15% per annum after 45 days.

If the Service Provider is not ready to start by the Start Date outlined in Schedule B, the Service Provider will apply the accrued credit of the missed time to the Customer's account. If the Customer is not ready by the Start Date outlined in Schedule B, the Service Provider is entitled to the full payment in accordance with the signed Agreement. Any delays because of the failure in meeting the following requirements will be considered the Customer's lack of readiness to start the services:

- Customer must provide caseload information ("Caseload Spreadsheet") at least three (3) weeks before the Start Date per Schedule B.
- Customer must provide a Signed Consent from the parent or legal guardian of each student who is to receive services or an 'Expedited Consent' form at least one (1) week before the Start Date per Schedule B.
- Customer must provide the name and contact information of each designated contact person per school ("E-Helper") at least three (3) weeks before the Start Date per Schedule B. The assigned E-Helper's availability must match to the agreed-upon times without scheduling restrictions Per Schedule B.
- Each school must meet the TECHNICAL REQUIREMENTS per Schedule A. Customer must provide the Name and contact information of each School IT at least three (3) weeks before the Start Date per Schedule B.
- Any changes to the Customer's specified Licensing Requirements per Schedule B that lead to delays in the start of Services. These requirements only indicate the licenses and credentials required beyond the legal requirements of the Customer's state.

8. **Absence** - The Customer will inform the Service Provider through the TinyEYE Therapy System if (i) school is cancelled due to field trips, assemblies, funerals, or any other planned Interruption to the regular school schedule (ii) session(s) are cancelled due to student absences, Contact Person absences, parent or legal guardian absences. The Customer must provide at least 24 hours of notice to the Service Provider of such interruptions. Without 24 hours' notice, the cost of the session shall be applied toward the monthly amount in which the session was scheduled to occur. For sessions cancelled with 24 hours' notice, the Service Provider will apply the accrued credit of the missed time for the assigned student(s) to the Customer's account.

9. **Technical Interruptions** - The Customer and the Service Provider will make every effort to ensure the therapy environment meets the required technical specifications and enough bandwidth is available for each session. Should technical issues arise, the Customer and the Service Provider will work together to resolve the technical issues to resume therapy, and schedule alternate sessions. Should the technical interruption be deemed the responsibility of the Service Provider and result in lost session time, the accrued credit will be applied to the



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Customer's account. Should the technical interruption be deemed the responsibility of the Customer, and result in lost session time, the Service Provider will invoice for lost session time, unless otherwise agreed in writing.

10. The Service Provider may, at its sole option:

- lend to the Customer therapy materials including, but not limited to, document cameras, occupational therapy prompts, computer hardware, or other items requested by the Customer (collectively, the "Therapy Materials"). Upon the expiry or termination of this Agreement, the Customer will return all such Therapy Material lent by the Service Provider (or shall pay for the actual cost of said Therapy Materials and the Service Provider will provide receipts upon request). Normal wear and tear of Therapy Materials is expected and will not be charged for; or
- sell to the Customer, for an amount equal to the actual cost, the Therapy Materials and, in such event, the Service Provider will provide receipts upon request. The purchase price for such Therapy Materials shall be payable on or before the date of the first payment of Service Fees hereunder.

11. The hourly compensation rate for all Services provided by the Service Provider as outlined in this Agreement is subject to an annual adjustment. The adjustment shall be based upon the increase in the Consumer Price Index, U.S. Department of Labor, Bureau of Labor Statistics-Group: Medical care services, Not Seasonally Adjusted. The Adjustment date will be August 1st of each year.

### **Confidentiality**

12. The Service Provider agrees that it will not disclose, divulge, reveal, report or use, for any purpose whatsoever, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive 3 years upon termination of this Agreement.

13. The Customer agrees that it will not disclose, divulge, reveal, report or use, for any purpose whatsoever, any confidential information with respect to the business of the Service Provider, which the Customer has obtained, except as may be necessary or desirable to further the business interests of the Service Provider. This obligation will survive 3 years upon termination of this Agreement.

### **Recordings**

14. The Customer acknowledges and agrees that, provided the parent or legal guardian of a subject student has consented in writing, the Service Provider may record, or cause to be recorded, the provision of the Services for internal educational, training and/or quality control purposes.

### **Non-Solicitation**

15. The Customer agrees that, during the term of this Agreement and for a period of one (1) year after the termination or expiration of this Agreement, the Customer will not in any way, directly or indirectly:

- Induce or attempt to induce any employee or other service provider of the Service Provider to quit employment or retainer with the Service Provider;
- Otherwise interfere with or disrupt the Service Provider's relationship with its employees or other service providers;



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- Discuss employment opportunities or provide information about competitive employment to any of the Service Provider's employees or other service providers; or
- Solicit, entice, or hire away any employee or other service provider of the Service Provider.

### **Ownership of Materials, Intellectual Property**

16. All materials developed, produced, or in the process of being so under this Agreement, will be and shall remain the sole and exclusive property of the Service Provider and the Customer shall, to the extent necessary, be granted a limited revocable license to use such mentioned materials during the term of this Agreement and for the sole and exclusive purpose of giving effect to this Agreement.

17. The Customer agrees that the Service Provider shall have exclusive ownership in all ideas, discoveries, inventions, formulae, algorithms, techniques, processes, know-how, trade secrets and other intellectual property, including all expressions of such intellectual property in tangible form, which are used in or relate to the Service Provider's business (including, without limitation, the TinyEYE Therapy Software) and which the Consumer is licensed to use under this Agreement, or conceives of or makes for the Service Provider, during the term of this Agreement.

### **Return of Property**

18. Upon the expiry or termination of this Agreement:

- the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer; and
- the Customer will return to the Service Provider any property, documentation, records, or confidential information which is the property of the Service Provider.

### **Capacity/Independent Contractor**

19. It is expressly agreed that the Service Provider and its Agents and Contractors are acting as independent contractors not as employees in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

### **Modification of Agreement**

20. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

### **Notice**

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be submitted by email to the parties of this Agreement.

### **Costs and Legal Expenses**



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22. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

#### **Time of the Essence**

23. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### **Entire Agreement**

24. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### **Limitation of Liability**

25. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

#### **Enurement**

26. This Agreement will ensure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

#### **Currency**

27. All monetary amounts referred to in this Agreement are in the currency specified in the Addenda.

#### **Titles/Headings**

28. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

#### **Gender**

29. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

#### **Governing Law**

30. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and any cause of action of any kind instituted, shall be construed in accordance with and governed by, to the exclusion of the law of any other forum, by the laws of the State of Illinois. Jurisdiction shall be in Macon County, Illinois.



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**Severability**

31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

32. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**Force Majeure**

33. No party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone/internet service, and no other Party will have a right to terminate this Agreement under in such circumstances.

Any party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

**Counterparts**

34. This Agreement may be executed in any number of counterparts and each is deemed to be an original and the counterparts together will constitute one agreement. A party may deliver to the other an executed counterpart by fax or other email and such transmission shall constitute valid and effective delivery.

**Finality**

35. This Agreement contains the final and entire agreement and understanding between the Parties and is the complete and exclusive statement of its terms. This Agreement supersedes all prior agreements and understandings, whether oral or written, in connection therewith.

**IN WITNESS WHEREOF** the parties have duly executed this Service Agreement along with its Addenda as of the Effective Date.



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A handwritten signature in blue ink, appearing to read "Greg Sutton", is positioned above a horizontal line.

Greg Sutton, CEO  
TinyEYE Therapy Services

Kathy Horath, Macon / Piatt Special Education Director  
Macon-Piatt Special Education District



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## Schedule "A"

### TECHNICAL REQUIREMENTS

Internet speed must be at least 384 Kbps available for both upload and download, with ports open to TinyEYE's FQDNs.

Computers are required with the following minimum requirements:

#### Chromebook

- RAM: 2GB or more
- CPU /Processor: Dual Core or better, 2.4 GHz or above
- Video Processor: Integrated GPU

#### Windows 7, 8 or 10

- RAM: 4GB or more
- CPU /Processor: Dual Core or better, 2.4 GHz or above
- Video Processor: Dedicated or Integrated GPU

#### macOS 10.11 or later

- RAM: 4GB or more
- CPU /Processor: Dual Core or better, 2.4 GHz or above
- Video Processor: Dedicated or Integrated GPU

#### Supported Browsers

- Chrome, Firefox, Edge, Safari (on Mac computers)
- **Recommended:** Chrome, Firefox
- Browsers must have the latest updates installed.

#### Equipment

- Web camera
- Headset with Microphone
  - If group therapy is requested or if the student cannot wear a headset, TinyEYE can provide a desktop speaker and microphone setup.



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### Schedule "B"

This service order is an addendum to this Service Agreement and the amounts listed below are based on the agreed upon service requirements.

#### Service Delivery Information

Start Date: 02/20/2023 End Date: 05/19/2023

Scheduling Restrictions: None

Required Licenses: State License

Required Clearances: None

Additional Licensing Requirements:  
No requirements over what is legally required

#### Service Products

Product	Price	Total Therapy Hrs	Subtotal
SLP Therapy	\$95.00	400	\$38,000.00

#### Totals

Therapy Hours include both Direct and Indirect times.  
Indirect times may include but is not limited to:  
Planning, Reporting, Consulting, Communication, Assessment,  
Reporting, Session Notes, Quarterly Progress Reports.

Total Minimum Fees **\$38,000.00**  
All Prices are in **U.S. Dollars**

SLP services for 55 students seen for 30 minutes 1 x/week over a 16 week period