

DECATUR PUBLIC SCHOOL DISTRICT #61
BOARD OF EDUCATION
AGENDA

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

January 25, 2022
4:30 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.

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 and to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body and the purchase or lease of real property for use of the public body.

Roll Call

IO 2.0 PLEDGE OF ALLEGIANCE

AI 3.0 APPROVAL OF AGENDA, JANUARY 25, 2022

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.

IO 5.0 STUDENT AMBASSADORS' REPORT

BOARD DISCUSSION

IO 6.0 REPORTS FROM ADMINISTRATION

A. Magnet Plan/Process Update

AI 7.0 ROLL CALL ACTION ITEMS

A. Possible discipline or dismissal of a Secretarial Employee

B. Personnel Action Items

C. Employment of an Assistant Principal at Dennis Lab School

D. Robertson Charter School Contract Renewal

E. Appointment of Treasurer over all District Funds, Macon-Piatt Special Education District Funds, Student Activity Funds and Fiduciary Funds

F. Mobile Device Cart Bid

G. Ripple Effects Contract

H. Contract with School Yard Rap with Johns Hill Magnet School, Harris Learning Academy, Hope Academy, Montessori Academy for Peace, Parsons Elementary School, Stephen Decatur Middle School and MacArthur High School

AI 8.0 CONSENT ITEMS

A. Minutes: Open/Closed Session Meetings January 11, 2022 and Special Closed Session January 13, 2022

B. Agreement between Decatur Public School District 61 and the Chicago Regional Council of Carpenters Apprentice and Training Program Pekin Campus

C. School Fundraiser – Pershing Early Learning Center

IO 9.0 IMPORTANT DATES

January 26 District-wide Half Day of School for ALL Students

– **Please call your home school for details, if needed**

February 16 Early Release Day

21 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 08, 2022 at the Keil Administration Building.

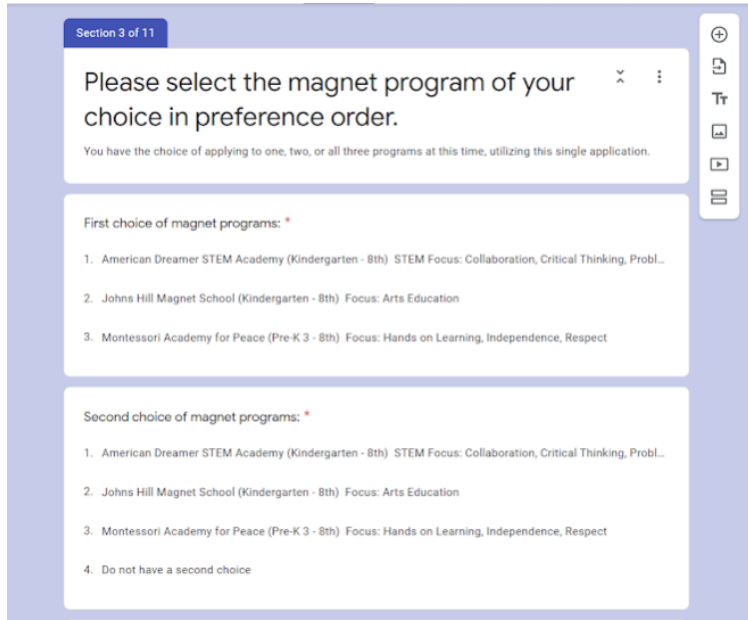
AI 10.0 ADJOURNMENT

The DPS Magnet Lottery Progress

For the 2022-2023 School Year

January 25, 2022 Board of Education Meeting
Jeff Dase, Assistant Superintendent of P12 Teaching and Learning

Applications



The screenshot shows a web application interface for selecting magnet programs. At the top, a blue header bar contains the text "Section 3 of 11". Below this, a white box with a light blue border contains the instruction: "Please select the magnet program of your choice in preference order." followed by a smaller line of text: "You have the choice of applying to one, two, or all three programs at this time, utilizing this single application." Below this instruction are two sections for selecting programs. The first section is titled "First choice of magnet programs: *" and contains a list of three options: 1. American Dreamer STEM Academy (Kindergarten - 8th) STEM Focus: Collaboration, Critical Thinking, Probl..., 2. Johns Hill Magnet School (Kindergarten - 8th) Focus: Arts Education, and 3. Montessori Academy for Peace (Pre-K 3 - 8th) Focus: Hands on Learning, Independence, Respect. The second section is titled "Second choice of magnet programs: *" and contains a list of four options: 1. American Dreamer STEM Academy (Kindergarten - 8th) STEM Focus: Collaboration, Critical Thinking, Probl..., 2. Johns Hill Magnet School (Kindergarten - 8th) Focus: Arts Education, 3. Montessori Academy for Peace (Pre-K 3 - 8th) Focus: Hands on Learning, Independence, Respect, and 4. Do not have a second choice. On the right side of the form, there is a vertical toolbar with icons for zooming in/out, saving, printing, and other navigation functions.

Section 3 of 11

Please select the magnet program of your choice in preference order.

You have the choice of applying to one, two, or all three programs at this time, utilizing this single application.

First choice of magnet programs: *

1. American Dreamer STEM Academy (Kindergarten - 8th) STEM Focus: Collaboration, Critical Thinking, Probl...
2. Johns Hill Magnet School (Kindergarten - 8th) Focus: Arts Education
3. Montessori Academy for Peace (Pre-K 3 - 8th) Focus: Hands on Learning, Independence, Respect

Second choice of magnet programs: *

1. American Dreamer STEM Academy (Kindergarten - 8th) STEM Focus: Collaboration, Critical Thinking, Probl...
2. Johns Hill Magnet School (Kindergarten - 8th) Focus: Arts Education
3. Montessori Academy for Peace (Pre-K 3 - 8th) Focus: Hands on Learning, Independence, Respect
4. Do not have a second choice

Parents and Guardians were able to submit applications online during open enrollment again this year.

- Open enrollment began: December 1, 2021

- Last day to submit an application: January 31, 2022

Online Parent-Guardian Meetings

Parents and Guardians were invited to participate in online meetings so that they may:

- View videos highlighting each magnet program
- Listen to each magnet principal speak about their program
- Ask questions



Meeting Dates:

December 15, 2021 at 5:30 PM 54 people registered with 21 attending

January 13, 2021 at 5:30 PM 53 people registered with 17 attending

January 26, 2021 at 5:30 PM

Tracking the online progress

By December 8, 2021 a total of
304 applications had been submitted



By January 5, 2022 a total of
405 applications had been submitted

By January 20, 2022 a total of
502 applications had been submitted

Timeline for the 2022-2023 Magnet Lottery

- 10/5/21 - Meeting with Student Services, Community Engagement, and Administration to discuss plan
- 10/13/21 - Share plan with Magnet Principals, for feedback
- 10/14/21 - Clean up and finalize
 - Application
 - Intent to return
 - Office script
 - Available/Open seat spreadsheet
- 12/1/21 - Go live with Application on website
- 12/1/21-1/14/22 - Principals will share program-specific *Intent to Return Form* with students/parents currently enrolled at their buildings
- 12/15/21 - First live Info Session with Principals

Timeline for the 2022-2023 Magnet Lottery

- 1/13/22 - Second live Info Session with Principals
- 1/14/22 - All *Intent to Return Forms* due back
- 1/21/22 - Available/Open Seat information should be entered into Google spreadsheet using responses from *Intent to Return Forms*
- 1/26/22 - Third and last live Info Session with Principals
- 1/31/22 - Last day the Application will be available to the public
- February 2022- Prep and run lottery
- February 2022 - Schools inform all Parents/Guardians of lottery results
- March 2022 - Responses due from parents on accept/decline offered seats

2022-2023 Applications

As of January 20, 2022, we have received a total of 502 First Choice applications for the incoming 2022-2023 school year.

The last date to apply is January 31, 2022.



Program	First Choice	Second Choice	Third Choice
American Dreamer	69	117	97
Johns Hill	214	129	80
Montessori	219	108	93

Application comparison for the incoming 2022-2023 students:

Program	Apps Received	African American	American Indian/ Alaskan Native	Asian	Multi-Race	Caucasian	Hawaiian/ Pacific Islander	Hispanic
TOTAL 21-22	441	222	5	5	63	133	2	11
TOTAL 22-23								
CHANGE								

Wait Lists Reminder



Traditionally, each school maintained their own wait list after the lottery was completed by Central Administration

Beginning with the 2020-2021 school year, Student Services was tasked with maintaining the wait lists

Improvements

Previous Years

- Parents were required to completed an application at each of the magnet programs they were interested in
- Orientation was required before receiving the application
- Completed applications were entered into a spreadsheet by each magnet school secretary
- The application was copied and the original was sent to Central Administration
- The Spreadsheet was shared with Central Administration for the lottery
- The results were shared with the individual schools who in turn contacted parents of the results
- Wait lists were maintained at the school

Beginning in 2020/2021

- Applications for the 2021/2022 school year- applying for one, two, or all three magnet programs was completed with one online form.
 - In 2021-2022, parents had online date options where they had the opportunity to meet the principals, learn about the programs, ask questions, and complete one application per child.
 - As in 2021-2022, applications for the 2022-2023 year were entered by parent/guardians into a google form which in turn generated a spreadsheet with that information.
 - **A new feature for the 2022-2023 applications- a confirmation email was sent to parents after they completed an application**
 - Once the open application period ended, Central Administration completed the Lottery and the results were shared with the individual schools who in turn contacted parents of the results
- Wait list maintained by Student Services

Continued Improvements

The application process continued to improve for the 2022/2023 school year

- Parents completed one electronic application for each child through google forms
- The application gave the same option of choosing one, two, or all three magnet programs
- In addition to the online application, three virtual sessions were opened up to parents
 - These sessions shared program information
 - Videos highlighting each program
 - Principals were on hand to answer parent questions



December 15, 2021 at 5:30 PM 54 people registered with 21 attending

January 19, 2022 at 5:30 PM 53 people registered with 17 attending

January 26, 2022 at 5:30 PM Final virtual Parent Meeting

Opportunities

Continuing for the 2022-2023 school year:

Students in the Johns Hill neighborhood have been invited to complete a magnet application for Johns Hill Magnet School.

- 70 neighborhood students applied and 60 students were accepted for the 2021-2022 school year.
- XX neighborhood students applied and XX were accepted into Johns Hill for the 2022-2023 school year



Proposal for the 2023/2024 school year: The purchase of a program that will upgrade and automate the magnet lottery process further. The program under consideration is *SchoolMint*. *SchoolMint* is a nation-wide program used for Magnet School Application Process.

SchoolMint software platform is used to accept magnet applications, verify eligibility, run lotteries, communicate offers and determine student rosters (accepted offers).

Parents will be able to apply online and will receive notifications during application and selection process.

Thank you to the Magnet Lottery Team

Sherri Carroll, Super Secretary

Maria Robertson, Community Engagement Specialist

Denise Swarthout, Chief Communications Officer

Lawrence Trimble, Director of Student Services

Robin Miller, Secretary to the Director of Student Services





Questions?





Board of Education Decatur Public School District #61

Date: January 25, 2022	Subject: Personnel Action
Initiated By: Jason M. Hood, Director of Human Resources, and the Human Resources Department	Attachments: 5 Pages of Personnel Action
Reviewed By: Bobbi Williams, Interim 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 M. Hood
Director of Human Resources
Date: January 21, 2022
Board Date: January 25, 2022
Re: Personnel Action

EMPLOYMENT RECOMMENDATIONS

OFFICE PERSONNEL:

Name	Position	Effective Date
Brittany Mitchell	Secretary to the P12 Director of Teaching and Learning, PDI	February 7, 2022
Whitney Moser	Secretary to the Assistant Principal, Franklin Grove	January 10, 2022
Gabrielle Ramsey	Small Learning Community Secretary, Eisenhower	January 18, 2022

SECURITY PERSONNEL:

Name	Position	Effective Date
Darrell Holloway	School Security Officer, Stephen Decatur	January 5, 2022
Chad Jones	School Security Officer, Montessori Academy	January 18, 2022

TEACHING ASSISTANTS:

Name	Position	Effective Date
Gabriella Calhoun	Class Size Assistant, South Shores, 6.5 hours per day	January 18, 2022

OUTREACH PERSONNEL:

Name	Position	Effective Date
Courtney Dorsey	School Family Liaison, Stephen Decatur, 4.5 hours per day	January 31, 2022

EXTENDED DAY PROGRAM (ADDITIONAL ASSIGNMENTS)**NON CERTIFIED STAFF:**

Name	Position	Effective Date
Rylee Brueggemann	Non Certified Staff, Montessori PM	January 10, 2022
O'Nei Jackson	Non Certified Staff, Parsons PM	January 4, 2022
Morgan Miller	Non Certified Staff, Muffley	January 4, 2022

SCHEDULE B:

Name	Position	Effective Date
Raquel Boettcher	Assistant Softball Coach, MacArthur	February 28, 2022
Robyn Payne	Freshman Class Council, Eisenhower	January 13, 2022

TRANSFERS**OUTREACH PERSONNEL:**

Name	Position	Effective Date
Megan Meyrick	From School Family Liaison, American Dreamer, 4 hours per day to School Family Liaison, American Dreamer, 6 hours per day	January 6, 2022
Timothy Shelley	From TAOEP Caseworker, Student Services to TAOEP Caseworker, Stephen Decatur	January 24, 2022

TEACHING ASSISTANTS:

Name	Position	Effective Date
Sheila Hawkins	From Cross Categorical Assistant, Parsons, 6 hours per day to Early Childhood Special Ed Assistant, Pershing, 6.5 hours per day	January 24, 2022

SECURITY PERSONNEL:

Name	Position	Effective Date
Matt Morgret	From School Security Officer, Hope Academy to School Security Officer, Baum	January 24, 2022

RESIGNATIONS:**TEACHERS:**

Name	Position	Effective Date
Andrew Novak	Counselor, Hope Academy	January 28, 2022
Daniel Provis	K-8 Music, American Dreamer	August 6, 2022

ADMINISTRATIVE SUPPORT:

Name	Position	Effective Date
Alyssa Fitzgerald	Audiologist, Stephen Decatur	May 27, 2022

TEACHING ASSISTANTS:

Name	Position	Effective Date
Kaylin Clark	7th Grade Assistant, Stephen Decatur	January 14, 2022
Jordan Softley	Alternative Ed Assistant, William Harris	January 7, 2022

SECRETARY PERSONNEL:

Name	Position	Effective Date
Cynthia Nichols	District Receptionist/Microfilm Clerk, Business Office	January 21, 2022

OUTREACH PERSONNEL:

Name	Position	Effective Date
Morgan Cox	District Truancy Caseworker, Student Services	January 19, 2022

SCHEDULE B:

Name	Position	Effective Date
Sharon Bird	ESL Department Head, Johns Hill	January 19, 2022
Tacharra Parsons	High School Assistant Girls Track Coach, Eisenhower	January 10, 2022

COMPENSATION RECOMMENDATIONS:

- The following staff member should be compensated **\$82.50** for participating in CPI Instructor on January 3, 2022 at Harris/SEAP:
John Power
- The following staff members should be compensated **\$150.00** for participating in Long Term Sub/New Hire PD on January 4, 2022 at PDI:
Brandan Abbott
Crystal Hendricks
Datrice Weathers
Krissty Jackson
- The following staff members should be compensated for participating in HMH Planning on December 15, 2021 at PDI:
Brandon Abbott \$50.00 Yolanda Minor \$132.00
- The following staff members should be compensated **\$16.67** for participating in Building Leadership Team on January 4, 2022 at Muffley:
Melissa Prasun
Diane Orr
Vanessa Kelson
- The following staff members should be compensated **\$16.67** for participating in Instructional Leadership Team on January 11, 2022 at Muffley:
Megan Noel
Diane Orr
Jamie Reed
- The following staff members should be compensated **\$16.67** for participating in MTSS/Problem Solving Team on January 6, 2022 at Muffley:
Melissa Prasun
Melissa Cripe
Jessica Meier
- The following staff members should be compensated **\$16.67** for participating in SPED Team Meeting on January 13, 2022 at Muffley:
Kim Decesaro
Jamie Reed
Natalie Gower
Julie Comerford
- The following staff members should be compensated **\$16.67** for participating in PACE Team Meeting on January 12, 2022 at Muffley:
Libby Kirkland
Susan Barnes
Kelly Bailey
Tressa James
- The following staff members should be compensated **\$330.00** for participating in Tutoring from October 1, 2021-December 8, 2021 at Parsons:
Alicia Rosier
Logan Gottschow

- The following staff member should be compensated **\$231.00** for participating in RTI PD Planning and Meetings from October 24, 2021-November 19, 2021 at Dennis:
Jill Robertson

- The following staff members should be compensated **\$50.01** for participating in Committee Meetings from August 16, 2021-December 8, 2021 at Parsons:

Melissa Goede	Emily Villarreal
Olivia Wernecke	Sheree Park
Craig Flowers	Stacey Wilson
Carrie Sager	Dawn Hawkins
Courtney Odle	Jaci Cecil
Peter Brown	Elizabeth Case
Elizabeth Turner	Tami Browning
C Roxann Kennedy	Julie Mower
Lisa Landacre	Alicia Rosier
Ashley Ignatowski	Logan Guttschow
Christina Woo	Hannah Hillman

- The following staff members should be compensated for participating in ILT and Committee Meetings from August 16, 2021-December 8, 2021 at Parsons:

Theresa Tozer	\$83.35	Rebecca Harman	\$116.69
Heather Groves	\$116.69	Jackalyn Creason	\$116.69
Olivia Mannlein	\$116.69	Kylie Hale	\$166.70
Elizabeth Karakachos	\$116.69	Greg Green	\$116.69
Kathryn Rodgers	\$216.71	Colleen Johnson	\$83.35

- The following staff member should be compensated **\$3,000.00** for participating in the Decatur Turkey Tournament (2nd installment) from November 23-27, 2021 at Stephen Decatur:
Mel Roustio

To: Bobbi Williams, Interim Superintendent
From: Jason M. Hood, Director of Human Resources
Date: January 25, 2022
Re: Administrative Recommendation

The following person is recommended for the position of Assistant Principal at Dennis.

Hilda Nicholls

Moving from Grade 5 Teacher (180 days), (step 10 at \$53,925.00) at South Shores to the Assistant Principal (200 days) at Dennis, (step 4 at \$75,250.00)

Education:

2017	M.S.	Eastern Illinois University, Charleston, IL
2007	B.S.	University of Central Florida, Orange County, FL

Experience:

2012-present	Teacher, Decatur Public Schools, Decatur IL
--------------	---

For payroll purposes only

Effective: January 26, 2022

Pro-rated: Yes X No

Level: Step: 4

Prorated: \$ 31,228.75
TRS: as allowable

Number of full pro-rated days: 83

Base: \$ 75,250.00
TRS: as allowable

Number of full contract days: 200

Certified Number: 733151

Account Number:

Salary approved _____

Date _____

ASSISTANT PRINCIPAL CONTRACT
Fiscal Year 2022-2023

This Contract made and entered into this 25th day of January 2022 by and between the Board of Education of Decatur Public School District No.61, Decatur, Illinois (hereinafter “the Board” or “the District”) and **Hilda Nicholls** (hereinafter “the Assistant Principal”), and ratified at the meeting of the Board held on January 25, 2022, as found in the minutes of that meeting.

IT IS AGREED:

1. Employment. The Assistant Principal is hereby hired and retained from January 26, 2022, to June 30, 2023, as Assistant Principal for the District.

2. Duties. The duties and responsibilities of the Assistant Principal shall be all those duties incident to the office of the Assistant Principal as set forth in the job description, a copy of which can be found in the employee’s file; those obligations imposed by the laws of the State of Illinois upon an Assistant Principal; and to perform such other duties normally performed by an Assistant Principal as from time to time may be assigned to the Assistant Principal by the Superintendent of Schools or the Board. The work day, work year, contract year and holidays and holiday pay for the Assistant Principal shall be as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

3. Salary. The Board shall set the salary for the Assistant Principal. For the 2021-2022 fiscal year the amount of the Assistant Principal’s salary shall be set by the Board but shall not be less than **Seventy-Five Thousand Two Hundred Fifty Dollars and no/100 (\$75,250.00)** per annum and the prorated salary for the period January 26, 2022 to June 30, 2022 shall be **Thirty-One Thousand Two Hundred Twenty-Eight Dollars 75/100 (\$31,228.75)** and for each subsequent year of the Contract an amount to be determined before the beginning of each subsequent Contract year, but in no case shall the salary be less than the amount for the previous Contract year (per annum salary). The Assistant 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 Assistant 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 an approved amendment and shall become a part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new Contract with the Assistant Principal, nor that the termination date of this Contract has been in any way extended, unless so stated in the Board motion.

4. Pension. In addition to the salary of the Assistant 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 in paragraph 3 as an employer paid pension contribution consistent with the provisions of Internal Revenue Code section 414-h(2) and Tax Opinions 81-35 and 81-36. Such payments shall be consideration for this Contract, shall be creditable earnings for purposes

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

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

7. Other Work. The Assistant Principal may undertake consultative work, speaking engagements, writing, lecturing, college or university, and other professional duties and obligations provided that these activities do not interfere with the effective performance of her duties as Assistant Principal. The Assistant Principal shall have the responsibility to discuss with the Superintendent or Assistant Superintendent and mutually agree to such outside activity in a timely fashion.

8. Discharge for Good Cause. Throughout the term of this Contract, the Assistant 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 Assistant Principal shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Assistant Principal chooses to be accompanied by counsel at such a hearing, all such personal expenses shall be paid by the Assistant 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.

9. Termination by Contract. During the term of this Contract, the Board and Assistant Principal may mutually agree, in writing, to terminate this Contract.

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

11. Professional Activities. The Assistant 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.

12. Reimbursement for Use of Personal Car. The Board shall pay the Internal Revenue Service rate to the Assistant Principal for vouchered reimbursable mileage expenses incurred by the Assistant Principal while using the Assistant Principal'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 Assistant Principal's annual membership dues as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

14. Medical Insurance. Assistant 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 (March 23, 2021).

15. Life Insurance. Assistant Principal shall be provided with life insurance as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

16. Vacation. Assistant Principal shall be provided with vacation days as provided in the document entitled Administrator and Administrative Support Staff Compensation and Benefits (March 23, 2021).

17. Sick Leave and Personal Leave. Assistant 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 (March 23, 2021).

18. Disability. Should the Assistant Principal be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond the Assistant 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 Assistant 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 Assistant Principal shall provide medical evidence of her ability to perform the essential functions of her job to the Board President upon request.

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

20. 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 Assistant Principal:
Hilda Nicholls
(address on file)

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

22. Contract Extension. At the end of any year of this Contract, the Board and Assistant Principal may mutually agree to extend the employment of the Assistant 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 Assistant Principal 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 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.

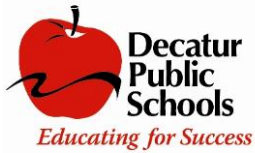
Assistant Principal

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

By: _____
President

ATTEST:

Secretary



Board of Education Decatur Public School District #61

Date: January 25, 2022	Subject: Robertson Charter School (RCS) Contract Renewal for July 01, 2022 through June 30, 2027
Initiated By: Dr. Todd Covault, Chief Operational Officer, Ashley Grayned, Executive Director of Innovative Programs and Strategic Planning and Robertson Charter School Representatives	Attachments: Robertson Charter School Contract
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

The Robertson Charter School (RCS) received its charter from the Illinois State Board of Education on August 17, 2001. The Decatur Public School Board of Education entered into an agreement with RCS on March 23, 2001 to begin the process of obtaining the ISBE Charter. This original agreement was renewed on June 26, 2006, June 26, 2011 and July 01, 2016. The renewal on July 01, 2016 expired on June 30, 2021. The District extended the RCS contract for one year, and the extension will end on June 30, 2022.

CURRENT CONSIDERATIONS:

Approve Robertson Charter School five-year contract.

FINANCIAL CONSIDERATIONS:

Payments to RCS are included yearly in the annual budget.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the Robertson Charter School Contract Renewal for July 01, 2022 through June 30, 2027 as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

CHARTER SCHOOL AGREEMENT

THIS AGREEMENT AND CHARTER ("**Agreement**") executed on this 25th day of January, 2022, effective July 1, 2022 through June 30, 2027, by and between the **Board of Education of Decatur School District No. 61** (the "Board") and **Robertson Charter School** (the "Charter School"), an independent public school established under the Charter Schools Law, 105 ILCS 5/27A-1 et seq. (the "Charter Schools Law").

RECITALS

WHEREAS, the State of Illinois enacted the Charter Schools Law as Public Act 89-450, effective April 10, 1996; and

WHEREAS, the Charter Schools Law was enacted for the following purposes:

1. To improve pupil learning by creating schools with high, rigorous standards for pupil performance,
2. To increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for at-risk pupils, consistent however, with an equal commitment to increase learning opportunities for all other groups of pupils in a manner that does not discriminate on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, or need for special education services.
3. To encourage the use of teaching methods that may be different in some respects than other regularly used in the public school system.
4. To allow for the development of new, different, or alternative forms of measuring pupil learning and achievement.
5. To create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
6. To provide parents and pupils with expanded choices within the public school system.
7. To encourage parental and community involvement with public schools.
8. To hold charter schools accountable for meeting rigorous school content standards and to provide those schools with the opportunity to improve accountability; and

WHEREAS, on August 17, 2001, the Charter School received its charter from the Illinois State Board of Education and has worked in conjunction with the Board since then pursuant to a Charter School Agreement dated March 23, 2001; and

WHEREAS, on June 26, 2006, the Charter School received renewal of its initial charter from the Board and has worked in conjunction with the Board since then pursuant to a Charter School Renewal Agreement dated June 26, 2006; and

WHEREAS, on June 29, 2011, the Charter School received renewal of its charter from the Board and has worked in conjunction with the Board since then pursuant to a Charter School Renewal Agreement dated June 29, 2011; and

WHEREAS, on June 29, 2016, the Charter School received renewal of its charter from the Board and has worked in conjunction with the Board since then pursuant to a Charter School Renewal Agreement dated June 29, 2016; and

WHEREAS, on May 25, 2021, the Charter School received renewal of its charter from the Board and has worked in conjunction with the Board since then pursuant to a Charter School Renewal Agreement dated April 2021; and

WHEREAS, the Charter School and the Board desire to again renew their Agreement pursuant to the below terms;

WHEREAS, many Decatur students are at-risk for not reaching their academic potential due to various economic factors which make it less likely for them to succeed in a conventional educational environment ("At-Risk Pupils"), and

WHEREAS, the parties wish to utilize the alternative of providing educational instruction in a small classroom setting to reduce the achievement gap for economically disadvantaged students and the goal of Charter School is to serve this need; and

WHEREAS, the parties desire that the Charter School be authorized to operate and conduct its affairs in accordance with the terms of this Agreement and the Charter Schools Law,

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals Incorporated by Reference**. The recitals to this Agreement are incorporated herein by reference and made a part hereof.
2. **Renewal of Charter**. Subject to the final certification of the Illinois State Board of Education ("State Board"), the Charter School is hereby re-authorized, and its charter renewed, in accordance with the Charter Schools Law and the terms and conditions of this Agreement, to operate a charter school as described herein. The term of this renewal period shall be July 1, 2022 through June 30, 2027.
3. **Term of Agreement**. The Charter School shall operate an educational program

and program of instruction serving the educational needs of the students enrolled therein.

- a. **Mission Statement.** The Charter School shall operate under the mission statement set forth in its original Application for charter status, and such mission statement is hereby accepted to the extent that it is consistent with the declared purposes of the General Assembly as stated in the Charter School Law.
- b. **Age, Grade Range.** The Charter School shall provide instruction to pupils in grades K through 8 inclusive. It is understood that Funds the District receives for Pre-Kindergarten at not intended to directly support the Charter School.
- c. **Enrollment.** Enrollment in the Charter School shall be open to any pupil who resides within the established boundaries for the Decatur School District. The Charter School shall not enroll any student for the upcoming school year before February 15 of each year. If, on February 15, there are more eligible applicants for enrollment in the Charter School than there are spaces available, successful applicants shall be selected by lottery which shall be open to all applicants and the public. Priority for enrollment shall be given to siblings of pupils enrolled in the Charter School and to K-8 pupils who were enrolled in the Charter School the previous school year, unless expelled for cause. The Charter School shall not permit dual enrollment of any student at both the Charter School and another public school or nonpublic school. The Charter School shall not enroll any student who is not a current resident of the Decatur School District. The Charter School shall notify the District of the Date and Time of the lottery for reasons of participation by District officials.
- d. **Goals, Objectives, Pupil Performance Standards.** The Charter School shall pursue and make reasonable progress toward the achievement of the goals, objectives and pupil performance standards in accordance with the Accountability Plan described in Section 7 of this Agreement, provided that such goals, objectives and pupil performance standards shall at all times remain in compliance with Section 2-3.64a-5 of The Illinois School Code, 105 ILCS 5/2-3.64a-5.
- e. **Evaluation of Pupils.** The Charter School shall evaluate pupil performance as further described in Section 7 hereof.
- f. **Curriculum.** The Charter School shall notify the Board of material changes in its curriculum throughout the term of this Agreement.
- g. **School Year, School Days, Hours of Operation.** Instruction shall commence on the date established by the Charter School. The days and hours of operation of the Charter School shall be established by the Charter School

and in compliance with Illinois Statute.

- h. **Disciplinary Code.** The Charter School shall maintain its system of uniform student discipline.
 - i. The Charter School may continue using its own code of conduct for students as long as the developed codes, policies and procedures regarding student conduct and student discipline are in compliance with applicable federal and state laws, including without limitation, the grounds and procedures established by state statute for suspending, expelling or denying admission to a student. A copy of the Charter School's code of conduct shall be submitted to the Director of Business Affairs for Decatur School District 61 ("Director of Business Affairs) at the beginning of this contract extension and at any time that material changes are made to the code of conduct. A copy of the Charter School's code of conduct shall be made readily available on the Charter School's website.
 - ii. The Charter School may, at its option, elect to adopt the Decatur School District Discipline Policy effective at the beginning of any academic year, provided that the Charter School shall notify the Board of its election to do so no later than August 15, 2022, or at least fifteen (15) days prior to the commencement of any subsequent academic year for which such election shall be effective.
 - iii. The Charter School shall be responsible for suspensions and expulsions of students. The Charter School shall carry out all suspension and expulsion proceedings in accordance with its suspension and expulsion policies and Illinois law. In the event that any student is expelled from the Charter School by action of the Charter School, the Charter School shall promptly notify the Director of Student Services of Decatur Public Schools of such expulsion and shall provide to the Director of Student Services, no later than five (5) days following the expulsion of such student, with a summary statement of the grounds and evidence warranting expulsion and a record of the proceedings in which the expulsion decision was made. The Board may initiate additional disciplinary proceedings against any student expelled by Charter School in accordance with its rules and procedures for the expulsion of students. Should the Board initiate additional disciplinary proceedings against the student, the Charter School shall provide factual information relating to the offense, including live testimony in an expulsion hearing.
- i. **Governance and Operation.** The operation of the governing board of the Charter School shall be as set forth in this paragraph.

- i. Members of the governing board of the Charter School shall be selected according to the needs of the school.
- ii. Composition of the governing board of the Charter School shall be as stated in the by-laws of the Charter School. By-laws and members of the governing board shall be made readily available to the public. Bylaws will be made available upon request. Members of the governing board shall be posted on the Charter School's website.
- iii. Members of the governing board of the Charter School shall set policy for the Charter School and shall be responsible for overseeing the academic and fiscal integrity of its operations, and for assuring that the Charter School operates in compliance with the Charter Schools Law and other relevant laws. Members of the governing board will select, and evaluate the performance of, the head of the Charter School's administrative team.
- iv. The Charter School shall provide a copy of its governing board's agenda to the Decatur School District No. 61.
- j. **Transportation.** The School District shall provide all transportation for the Charter School's students who are eligible for public school transportation.
- k. **School Calendar.** No later than July 1 of each year during which this Agreement is in effect, the Charter School shall submit to the Director of Business Affairs its school calendar for the following academic year noting any difference between the Decatur School calendar and the Charter School calendar.
- l. **Records.**
 - i. The Charter School agrees to comply with all record keeping requirements of federal or state law and shall provide any and all reports necessary, to meet the School District's reporting obligations to the State Board. Student records include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance and standardized test results and documentation required under federal and state law regarding the education of students with disabilities.
 - ii. The Charter School shall comply with all applicable- federal and state laws, concerning the maintenance, retention and disclosure of student records, including, without limitation, the Illinois School Student Records Act, 105 ILCS 10/1 et seq and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g.

4. Additional Covenants and Warranties of Charter School. The Charter School covenants and warrants as follows:

- a. **Compliance with Laws and Regulations.** The Charter School shall operate at all times in accordance with the Charter Schools Law and all other applicable Federal and State laws from which the Charter School is not otherwise exempt and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, sexual orientation, or need for special educational services. The Charter School shall also comply with the following:
 - i. Section 2-3.64a-5 of the Illinois School Code (105 ILCS 5/2-3.64a-5), regarding performance goals, standards and assessments;
 - ii. Sections 10-21.9 of the Illinois School Code (105 ILCS 5/10-21.9) regarding criminal background investigations and checks of the Statewide Sex Offender Database of applicants for employment;
 - iii. Sections 24-24 of the Illinois School Code (105 ILCS 5/24-24) regarding discipline of students;
 - iv. The Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.);
 - v. Section 108.75 of the General Not For Profit Corporation Act of 1986 (805 ILCS 105/101.01 et seq.) regarding indemnification of officers, directors, employees and agents;
 - vi. The Abused and Neglected Child Reporting Act (325 ILCS 5/1 et seq.);
 - vii. The Illinois School Student Records Act (105 ILCS 10/1 et seq.) and Section 10-17a of the School Code regarding school report cards;
 - viii. The Freedom of Information Act (5 ILCS 140/1 et seq.);
 - ix. The Open Meetings Act (5 ILCS 120/1.01 et seq.);
 - x. The Pension Code (40 ILCS 5/1-101 et seq.), subject to the limitations set forth in Section 5k below;
 - xi. The P-20 Longitudinal Education Data System Act (105 ILCS 13/1 et seq.);
 - xii. Non-Curricular Health and Safety Requirements Applicable to Charter Schools (105 ILCS 5/27A-5(d))

- xiii. All applicable health and safety regulations of the State of Illinois and the City of Decatur, including without limitation those laws specifically identified by the State Board as being applicable to charter schools, as set forth in **Exhibit A** attached hereto.
- b. **Compliance with Agreement.** The Charter School and the Board shall operate at all times in accordance with the terms of this Agreement, including but not limited to the Accountability Plan as later defined herein.
- c. **Maintenance of Corporate Status and Good Standing.**
 - i. The Charter School shall at all times maintain itself as an Illinois general not-for-profit corporation capable of exercising the functions of the Charter School under the law of the State of Illinois, shall remain in good standing under the laws of the State of Illinois, and shall timely make all required filings with the office of the Illinois Secretary of State. The Charter School is also recognized as an organization exempt from Federal income taxation under Section 501C(3) of the Internal Revenue Code. If the Charter School's 501C(3) status or Illinois not-for-profit status is revoked the Director of Business Affairs shall be notified.
 - ii. Dissolution. In the event the Charter School should cease operations for whatever reason, including the non-renewal or revocation of its charter, or dissolution of the nonprofit corporation established pursuant to paragraph 4(c)(1) above, it is agreed that the Board shall supervise and have authority to conduct the winding up of the business and affairs of the Charter School; provided, however, that in doing so, the School District does not assume any liability incurred by the Charter School beyond the funds allocated to it by the School District under this Contract. The School District's authority hereunder shall include, but not be limited to, the return and/or disposition of any assets acquired by purchase or donation by the Charter School during the time of its existence. All assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and obligations of the Charter School shall be returned to the School District.
- d. **Personnel.** The relationship between the Charter School and its employees, and the manner in which terms and conditions of employment shall be addressed with affected employees and their recognized representatives, if any, shall be consistent with this Agreement, provided that the Charter School shall comply with all Federal and Illinois employment laws and regulations made applicable to charter schools under the Charter Schools Law.

No later than September 1, 2022 and September 1 of each year thereafter, the Charter School shall provide the Director of Business Affairs with a list containing the names, job positions, and social security numbers, of all its employees. Such list shall also indicate:

- i. for each employee, the date of initiation of the criminal background investigation required under Section 10-21.9 of the Illinois School Code and Section 4(e) of this Agreement, and the results of such background check; and
 - ii. for each individual employed in an instructional position, evidence of certification, or evidence that such individual is otherwise qualified to teach under Section 27A-10(c) of the Charter Schools Law, including information regarding the additional mentoring, training and staff development, if any, to be provided by the Charter School pursuant to Section 4(f) of this Agreement. For any individual hired in an instructional position after September 1 for the current academic year, the Charter School shall provide the Director of Business Affairs with such evidence of certification or other qualification no later than thirty (30) days after the individual's initial date of hire.
- e. **Criminal Background Checks.** The Charter School shall not knowingly employ any individual (1) for whom a criminal background investigation has not been initiated or (2) who has been convicted for committing or attempting to commit one of the offenses enumerated in Sections 10-21.9 and 34-18.5 of the Illinois School Code.
- f. **Instructional Providers.** The Charter School shall employ or otherwise utilize in instructional positions only those individuals who are certificated under Article 21 of the Illinois School Code, 105 ILCS 5/21-5e et seq., or who are otherwise qualified to teach under Section 27A-10(c) of the Charter Schools Law. For purposes of this Section, "instructional positions" means all those positions involving duties and responsibilities which, if otherwise undertaken in the Decatur School District, would require teacher certification. In the event the Charter School employs or otherwise utilizes non-certificated personnel in instructional positions, the Charter School shall provide such additional mentoring, training and staff development as the Charter School determines is necessary for satisfactory performance in the classroom.
- g. **Building.** The Charter School shall obtain and submit to the Board for review no later than August 15, 2022, all applicable occupancy permits, health and safety approvals for the building and annual inspection reports provided by the Regional Office of Education; and evidence of title to the school building satisfactory to the Board, if the school building is owned by the Charter School. The Charter School shall take such actions as are

necessary to ensure that all occupancy permits and health and safety approvals remain valid and in force, and shall certify to the Director of Business Affairs no earlier than June 1 and no later than July 1 of each year that such certificates and approvals remain in force.

5. Financial Operations of Charter School.

- a. **Financial Management.** The Charter School shall operate in accordance with GAAP or other generally accepted standards of fiscal management, provided that the Charter School's accounting methods shall comply in all instances with any applicable governmental accounting requirements.
- b. **Budget and Cash Flow.** The Charter School shall prepare and provide to the Director of Business Affairs a copy of its annual budget by no later than July 1 of such fiscal year. The fiscal year for the Charter School shall begin on July 1 of each year and end on June 30 of the subsequent year.
- c. **Debt Management.** The Charter School shall provide within sixty (60) days to the Director of Business Affairs notice of any debt or contractual obligation greater than \$500,000 incurred by the Charter School any time when such debt or contractual obligation is either incurred or altered.
- d. **Quarterly Financial Statements.** The Charter School shall provide quarterly financial statements to the Director of Business Affairs by January 30, April 30, July 30, and October 30 of each year.
- e. **Accounting for Grant Funds.** All reimbursements for salaries, employee benefits, purchased services, supplies and capital equipment sought by the Charter School pertaining to Federal grants must be provided to Director of Business Affairs using the Illinois State Board of Education account codes provided by the Board. Proof of expenditures for salaries, employee benefits, purchased services, supplies and capital equipment for State grants and/or reimbursements sought for State grants must be provided to the Director of Business Affairs using the State Board account codes provided by the Board.
- f. **Distribution of Funds.** The Board shall distribute the Charter School Funds, as determined in Section 5(g) below, in four quarterly installments payable on or before July 15, October 15, January 15 and April 15 of each fiscal year. The first such distribution shall be July 15, 2022. Payments shall be adjusted for any accounting errors made by the Charter School in the previous quarter; in such event, the Board shall provide the Charter School with a written explanation and calculations justifying the adjustments.
- g. **Funding Procedure.** For each student enrolled at the Charter School, the Board shall provide to the Charter School an amount equal to 97% of the Board's prior year per capita tuition amount for July and October and the

Board's current year per capita tuition amount for January and April (of each school year), as determined by the District 61 audit. The District shall provide all transportation for the Charter School students eligible for such transportation. Claimable expenditures reimbursed by appropriations of the General Assembly shall be retained by the District.

The Board shall provide the determined above amount to the Charter School for each pupil enrolled at the Charter School as follows:

- i) First Installment (July 15). The amount of the Board's first quarterly payment shall be based on the enrollment at the Charter School as reported on the September 30 Fall Housing Report from the previous year. The first quarterly payment shall be made by July 15 each year.
 - ii) Second Installment (October 15). The amount of the Board's second quarterly payment shall be calculated such that the aggregate amount of the first and second quarterly installments is equal to the number of students enrolled at the Charter School on the twentieth day of the first semester, as verified by attendance records, multiplied by one half the per capita tuition amount. The second quarterly payment shall be made by October 15 each year.
 - iii) Third Installment (January 15). The amount of the Board's third quarterly payment shall be based on the enrollment at the Charter School on December 15 or the first school attendance day thereafter if the 15th falls on a Saturday, Sunday or Holiday. The third quarterly payment shall be made by January 15 each year.
 - iv) Fourth Installment (April 15). The amount of the Board's fourth quarterly payment shall be calculated such that the aggregate amount of the third and fourth quarterly installments is equal to the number of students enrolled at the Charter School on the twentieth day of the second semester, as verified by attendance records, multiplied by one half the per capita tuition amount. The fourth quarterly payment shall be made by April 15 each year.
- h. **State and/or Federal Categorical Funds**. The Charter School shall furnish the Board with eligibility data regarding State and/or Federal categorical funding eligible students enrolled in the Charter School. The Charter School will follow the "reimbursement" process as required by the Federal Rules on all grants. State categorical funding revenues to which the Charter School is entitled shall be distributed to the Charter School quarterly on the dates set forth in Section 5(f) hereof on an estimated basis, provided that the Board may adjust any such payment to account for prior deviations between the estimated categorical funds paid and the amount of categorical funds to which the Charter School was entitled during such payment period.

However, in the event the State of Illinois requires a different reimbursement process for any particular state categorical funds the Charter School shall be required to follow that process and the Board shall reimburse the State funds on the schedule required by the State. Such State funding amounts shall be in addition to the per-pupil funding amounts provided under Section 5(f) hereof and shall be sufficient to comply with all provisions of the Charter Schools Law.

By July 31 of each year the Charter School shall return to the Board any unspent State or Federal categorical funding from the previous year.

- i. **Refund of Unspent Funds.** In the event that this Agreement is revoked, is not renewed by the Board, or is terminated in accordance with Section 20 the Charter School shall refund to the Board all unspent funds in accordance with Section 27A-11(g) of the Charter Schools Law.
- j. **Other Sources of Funds for Charter School.** Paragraph 5(f) is not intended to increase or decrease the amount of per capita student tuition to which the Charter School is entitled under the Charter Schools Law. The parties acknowledge that the Charter School is or may be entitled to other state and federal sources of funds for schools which are not included in the per capita tuition payment. The Charter School is not entitled to PreKindergarten funding for which the Charter School has not directly applied and received. The Charter School is not precluded from obtaining direct funding for PreKindergarten students.
- k. **Tuition and Fees.** The Charter School shall not charge tuition to any student. The Charter School may, to the extent permitted by law, charge reasonable fees for textbooks, instructional materials, and student activities.
- l. **Pension payments.** The parties hereby acknowledge and agree that the Charter School shall comply with those provisions of the Illinois Pension Code which specify applicability to, or compliance by, charter schools. The Charter School is fully responsible for all employer contributions which may be due to the Teachers Retirement System for its eligible employees. The Board is not responsible for any payments, penalties, late costs, or contributions of any kind for the Charter School employees.
- m. **Management and Financial Controls.** At all times, the Charter School shall maintain appropriate governance and managerial procedures and financial controls which shall include, but not be limited to: (1) generally accepted accounting procedures; (2) a checking account; (3) adequate payroll procedures; (4) bylaws; (5) an organization chart; and (6) procedures for the creation and review of monthly and quarterly financial statements, which procedures shall specifically identify the individual who will be responsible for preparing such financial statements in the following fiscal year. The

Charter School shall retain a Certified Public Accountant or other similar professional who shall perform a review of the Charter School's management and financial controls and who shall provide an annual review concerning the status of those controls (the "Statement"). The Statement must address those issues listed above. In the event that the Statement reveals that any of the above controls is not in place, the Charter School shall remedy such deficiencies within 30 days. Failure to remedy such deficiency shall constitute a material breach of this Agreement which will result in a revocation of the Charter.

- n. **Annual Audits.** The Charter School shall cause a Financial Statement Audit and Financial and Administrative Procedures Controls Review (collectively, the "Financial Audits") to be performed annually at its expense by an outside independent auditor retained by the Charter School and reasonably acceptable to the Board. No later than October 1 of each year, beginning with October 1, 2021, management letters issued with financial audits will be made available for review by the superintendent or administrative designee. The Financial Audit shall include:
 - i. An opinion on the financial statements (and Supplementary Schedule of Expenditures of Federal Awards, if applicable);
 - ii. A report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
 - iii. A report on compliance with requirements of applicable laws and regulations, including the audit requirements contained in the Accountability Plan.
 - o. **Attendance.** Attendance of students at the Charter School shall comply with Illinois' compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences. The Charter School shall maintain accurate enrollment data and daily records of student attendance and shall provide the previous month's enrollment and attendance data to the Director of Business Affairs on or before the tenth of every month on the forms provided. The Board shall provide access to the Charter School to use the District's student attendance software. The Charter School shall be required to maintain daily attendance using the District's attendance software.
6. **Insurance.** The Charter School shall, at its own expense, purchase and maintain insurance covering all of its operations. Such insurance shall include the types of insurance set forth in **Exhibit "B"** hereto, subject to the conditions and in no less than the respective limits set forth therein. All insurers shall be licensed by

the State of Illinois and rated B+ or better by A.M. Best or a comparable rating service.

No later than July 1 of each year, the Charter School shall provide the Director of Business Affairs with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts as set forth above and in **Exhibit "B"** and showing Decatur School District as an additional insured. All such insurance policies shall contain a provision requiring notice to the Board, at least 60 days in advance, of any material change, non-renewal or termination, to the attention of Decatur 61, Director of Business Affairs, 101 W. Cerro Gordo, Decatur, Illinois, 62523.

7. Accountability and Evaluations.

- a. **Accountability Plan.** The Charter School shall be held accountable by the Board in conformance with the Accountability Plan contained in **Exhibit "C"** ("Accountability Plan").
- b. **State Assessments.** The Charter School shall administer standardized tests of academic proficiency as provided for in **Exhibit "C"** and shall participate in any state assessment tests required by the School Code and/or mutually agreed upon assessments directed by Decatur Board of Education. The Charter School will oversee, supervise, proctor and otherwise control all standardized assessments given to Charter School students to ensure strict compliance and control over the testing in accordance with state guidelines.
- c. **Other Evaluation Procedures.** In addition to the above procedures, the Charter School shall grant reasonable access to, and cooperate with, the Board, its officers, employees and other agents, including allowing site visits by the Board, its officers, employees and other agents, for the purpose of allowing the Board to fully evaluate the operations and performance of the Charter School pursuant to the Accountability Plan and the Charter Schools Law. Where possible, the Board shall provide the Charter School with at least 24 hours prior notice of such site visits.
- d. **Pupil Data.** The Charter School shall furnish to the Board, if so requested, academic and demographic pupil data, including information relating to individual students as well as aggregate and comparative data to the extent that such information is available to the Charter School. The Charter School shall make available to the Board all information and data which it provides to any third party for research purposes.

8. Special Education.

- a. **Provision of Services.** For each student who enrolled at the Charter School as of June 15 who has transferred to the Charter School from another Decatur

Public School and for whom the Board possesses an Individualized Education Plan, the Board shall provide a copy of the student's IEP to the Charter School by August 1 of each year. The Charter School shall comply with the Individuals with Disabilities Education Act (20 U.S.C. §1401 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), and subject to the following additional conditions:

- i. The Charter School shall comply with Decatur School District policies and procedures for serving students with disabilities, including forwarding requests for due process hearings, requests for evaluations, and services to the Macon-Piatt Education Association; and (ii) if the Charter School believes that it is unable to implement a disabled student's Individualized Education Plan the Charter School shall consult with the Macon-Piatt Special Education Association.
- ii. Funding. The Board will provide special education services to the Charter School on the same basis it does for District schools. The Charter School is responsible for the associated cost of special education services. Respective federal or state funds related to special education shall be applied in the same manner that they are applied for the Board.

b. Teaching Staff

- i. All special education teachers who provide services to Charter School students will remain employees of District 61 only, and under its direction. On or before August 1 the Charter School and the Board will mutually agree to the amount of time and number of special education teachers required under the Illinois School Code to meet the Charter School student's needs. Upon completion of the needs assessment, the Board will assign the required number of teachers. The assignment of staff remains entirely vested with the Board.
 - ii. The Charter School agrees to require its employees to fully cooperate with the special education staff and supervisors regarding: teaching methods and strategies; accommodation planning and implementation; and to attend all required meetings regarding charter school students.
9. **Renewal of Charter; Failure to Renew.** No later than January 31, 2027 and no earlier than January 1, 2027, the Charter School shall provide a written proposal to the Board in accordance with Section 27A-9 of the Charter Schools Law, setting forth proposed renewal terms for this Agreement. Pursuant to Section 27A-9(b) of the Charter Schools Law, the renewal proposal of the Charter School shall contain the Charter School's most recent student testing data, annual report, and financial statement. Failure to incorporate the most recent student testing data, annual report, and financial statement shall cause the Charter School to not meet the timely requirements of the written proposal to the Board.

The written proposal may contain proposed changes to this Agreement that the Charter School desires to incorporate into the renewed agreement.

Within sixty (60) days of receipt of such notice, the Board shall provide written notice to the Charter School indicating whether, and upon what conditions, it is willing to renew the charter of the Charter School, including any modified terms proposed by the Board. If there is no agreement on the terms of renewal, then the parties shall fulfill their mutual obligations hereunder to the end of the term of this Agreement. The Board may refuse to renew the Agreement upon a finding that any cause for revocation exists under Section 10 hereof, or upon determining that it is not in the best interests of the students in the school district to continue the operation of the Charter School.

10. **Revocation of Charter.** The Board may revoke this Agreement and the charter of the Charter School, in accordance with Section 27A-9 of the Charter Schools Law, if the Board demonstrates the Charter School did any of the following, or otherwise failed to comply with the requirements of the Charter Schools Law:
- a. Committed a material violation of any of the conditions, standards, or procedures set forth in this Agreement, including the Accountability Plan; or
 - b. Failed to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in this Agreement or in the Accountability Plan; or
 - c. Failed to meet generally accepted standards of fiscal management; or
 - d. Materially violated any provision of law from which the Charter School was not exempted;

In addition, the charter of the Charter School may be revoked in the event that the parties agree to terminate this agreement by mutual consent pursuant to Section 20 of this Agreement.

In the event that the Board proposes to revoke this Agreement and the charter of the Charter School, the Board shall provide the Charter School with written notice setting forth in detail the grounds for such revocation at least 14 days prior to the date the Board takes final action on such revocation. The Charter School may appeal any decision by the Board to deny, revoke, or not to renew its charter, pursuant to Section 27A-9 of the Charter Schools Law.

11. **Dispute Resolution.** In the event any dispute arises between the School District and the Charter School concerning this Contract, such dispute shall first be

submitted to the Superintendent of the School District or his or her designee for review. Thereafter, representatives of the School District and the Charter School shall meet and attempt in good faith to negotiate a resolution of the dispute. In the event these representatives are unable to resolve the dispute the parties agree to submit. The District and Charter School agree first to submit the dispute to non-binding mediation with a mutually agreed upon mediator. The parties shall share any cost associated with the mediation.

12. Indemnification.

- a. To the fullest extent permitted by law, the Charter School shall indemnify, defend and hold harmless the Board, any successor entity thereto, and their respective members, agents, officers, employees, agents, and representatives, past and present (collectively, the "Board Indemnities"), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, demands, suits, liabilities, injuries (personal or bodily), of every kind, nature and character arising or resulting from or occasioned by or in connection with:
 - i. the possession, occupancy or use of the property of the Charter School, by its faculty, students, patrons, employees, guests or agents,
 - ii. any act or omission to act, whether negligent, willful, wrongful or otherwise by the Charter School, its faculty, students, patrons, employees, guests or agents,
 - iii. a violation of any law, statute, code, ordinance or regulation by the Charter School, its faculty, students, patrons, employees, guests or agents, and/or any breach, defaults, violation or nonperformance by the Charter School of any term, covenant, condition, duty or obligation provided in this Agreement including, but not limited to the Accountability Plan.
- b. This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement. The Board shall have the right to participate in the defense of any suit, without relieving the Charter School of any of its obligations hereunder.
- c. The Charter School and the Board shall cooperate in the defense of any and all actions brought against the Board in state or federal court or before any state or federal executive agency which, either directly or indirectly, seek to challenge, modify or nullify (i) the policy or policies, purpose, goal, objective(s) or mission of other Charter School, (ii) the charter granted by the Board to the Charter School pursuant to Section 2 of this Agreement (iii) this Agreement, or any provision thereof, for any reason whatsoever

including violation of any state or federal law, (iv) the authority of the Board to enter into this Agreement or enforce any provision herein (collectively, the "Challenge Action"). To the extent requested by the Board, Charter School shall assume the defense of that part of any Challenge Action commenced against the Board, and the Board shall have the right to appoint its own defense counsel. The obligations described in this Section 11 shall survive the termination of this Agreement.

- d. The obligations of the Charter School under this section relate to its acts or omissions, but not the acts or omissions of the Board.

13. Disclaimer of Liability. The parties expressly acknowledge that the Charter School is not operating as the agent, or under the direction and control, of the Board except as required by law or this Agreement, and that the Board assumes no liability for any loss or injury resulting from:

- a. the acts and omissions of the Charter School, its directors, trustees, agents or employees;
- b. the use and occupancy of the building or buildings, occupied by the Charter School, or any matter in connection with the condition of such building or buildings; or
- c. any debt or contractual obligation incurred by the Charter School. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of the Board or the Decatur School District to any third party.

14. Governing Law. This Agreement shall be governed by, subject to and construed under the laws of the State of Illinois without regard to its conflicts of laws provisions, with venue set, for any action upon the Agreement's terms, in the Circuit Court of Macon County.

15. Waiver. No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach.

16. Counterparts. This Agreement may be signed in counterparts, which shall together constitute the original Agreement.

17. Terms and Conditions. The parties hereto expressly agree that this Agreement sets forth the overall goals, standards and general operational policies of the Charter School. To the extent that the Charter School desires to implement specific policies, procedures or other specific terms of operation that supplement or otherwise differ from those set forth in this Agreement, the Charter School shall be permitted to implement such policies, and specific terms of operation upon consent from the Board.

18. **Amendments.** This Agreement may be amended only by consent of the parties hereto and, in the case of material amendments, only after submission of such amendments to, and approval by, the State Board in accordance with Section 27A-6(e) of the Charter Schools Law.
19. **Assignment.** This Agreement may not be assigned or delegated by the Charter School under any circumstances, it being expressly understood that the charter granted hereby runs solely and exclusively to the Charter School.
20. **Termination.** This Agreement may be terminated prior to its expiration by (a) the mutual consent of the parties or (b) revocation of the charter of the Charter School pursuant to Section 10 hereof. Termination of this Agreement for any reason shall serve to immediately revoke the charter renewal hereby.
21. **Notices.** Any notice, demand or request from one party to the other party shall be deemed to have been sufficiently given or served for all purposes if, and as of the date, it is delivered by hand, overnight courier, facsimile (with confirmation) or within three (3) business days of being sent by registered or certified mail, postage prepaid, to the parties at the following addresses:

If to the Charter School: President
Robertson Charter School
1900 E. Eldorado Street
Decatur, Illinois 62526

If to the Board: Superintendent
Decatur School District No. 61
101 W. Cerro Gordo Street
Decatur, Illinois 62523

22. **Severability.** In the event that any provision of this Agreement or the application thereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall Continue to be valid and may be enforced to the fullest extent permitted by law.
23. **Superseder.** This Agreement supersedes and replaces any and all prior agreements and understandings, written or oral, between the Board and the Charter School.
24. **Delegation.** The parties agree and acknowledge that the functions and powers of the Board may be exercised by the Superintendent of the Decatur School

District, provided that any ultimate decision regarding renewal, non-renewal or revocation of this Agreement may be made only by the Board, subject to the Charter School's right of appeal as provided by law.

25. Incorporation of Exhibits. All exhibits referenced herein are hereby incorporated into and made a part of this Agreement.

26. Prior Actions. It is expressly agreed and understood that as a condition precedent to this Agreement becoming effective on the effective date hereof, the Charter School shall have taken, completed and satisfied on or before the date specified herein any action or obligation which is required to be completed before such effective date, and that failure to do so shall constitute grounds for the Board to declare this Agreement null and void.

IN WITNESS WHEREOF, the parties have made and entered into this Agreement as of the date first above written.

BOARD OF EDUCATION
DECATUR SCHOOL DISTRICT NO. 61

ROBERTSON CHARTER SCHOOL, INC.

By: _____
Dan Oakes
President

By: _____
Glenn Livingston
President

ATTEST:

ATTEST:

By: _____

By: _____

Name: _____

Its: _____

EXHIBIT A
ILLINOIS STATE BOARD OF EDUCATION
LIST OF HEALTH AND SAFETY LAWS
APPLICABLE TO CHARTER SCHOOLS

Pursuant to Section 27A-5(d) of the Charter Schools Law (105 ILCS 5/27A-5) and Section 4(a) (12) of the Charter School Agreement, the Charter School shall comply with all applicable health and safety requirements applicable to public schools under the laws of the State of Illinois, specifically including but not limited to the following:

1. The Following Sections of the Illinois School Code (105 ILCS 5/1-1 et seq.)
 - a. Section 2-3.12 (requires compliance with State Board building, and life and safety codes).
 - b. Sections 10-20.5b (prohibits the use of tobacco on school property).
 - c. Section 10-20.17a (requires in-service training for school personnel who handle hazardous or toxic waste.
 - d. Section 10-21.10 (Prohibits students from having electronic paging devices on school property).
 - e. Section 10-21.11 (requires schools to have policies for handling students with chronic infectious diseases)
 - f. Section 10-22.21b (requires that schools have policies regarding administering medication to students)
 - g. Section 27-8.1 (requires that students have periodic health examinations and immunizations)
2. Illinois Vehicle Code (625 ILCS 5/1-101 et seq.)
3. Eye Protection in School Act (105 ILCS 115/0.01 et seq.)
4. School Safety Drill Act (105 ILCS 128/1 et seq.)
5. Toxic Art Supplies in Schools Act (105 ILCS 135/1 et seq.)
5. Non-Curricular Health and Safety Requirements Applicable to Charter Schools (105 ILCS 5/27A – 5(d))
6. Senate Bill 100, now Public Act 99-0456

EXHIBIT B
INSURANCE REQUIREMENTS

1. Worker's Compensation and Employers' Liability Insurance. Workers' Compensation insurance as required by state law. Employers' Liability insurance for employee accidents or diseases. (Employers' Liability Insurance Limits: \$100,000 per employee; Aggregate Limit for disease - \$500,000.)
2. Commercial General Liability Insurance. With a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for personal injury and property damage liability, and premises and operations, including independent contractors, contractual liability, and products/completed operations coverage. The Charter School shall have its general liability insurance endorsed to provide that the Board of Education of the Decatur School District No. 61, a body politic and corporate, and its members, employees, agents, and any other entity as may be designated by the Board are named as "Additional Insured- on a primary basis, without recourse or contribution from the additional insured's."
3. School Board Legal/Professional Liability Insurance. To protect the Charter School and its directors and officers from liability claims arising from wrongful acts, errors or omissions that do not involve bodily injury or property damage. (Limits: \$1,000,000)
4. Commercial Automobile Liability Insurance. For bodily injury or property damage arising from owned, leased, hired or non-owned vehicles used by the Charter School. (Combined Single Limit: \$1,000,000)
5. Property Insurance. To insure the replacement value of school property, including property for which the Charter School is contractually responsible, by lease or other agreement, for loss or insurance from "all risks" of physical loss or damage. Such insurance shall cover boiler and machinery exposures and business interruption/extra expense losses.
6. Umbrella (Excess) Liability Insurance. To provide excess protection over underlying general and professional liability coverages. (Limit: \$2,000,000)

EXHIBIT C

ACCOUNTABILITY PLAN

Section 27A-9 of the Charter Schools Law (105 ILCS 5/27A-9), provides that charter schools shall be held accountable for their performance in each of the following areas, which, under this Agreement, shall be referred to as "Compliance Categories":

1. Pupil Performance;
2. Charter and Legal Compliance;
3. Fiscal Management; and
4. The Board shall hold the Charter School accountable for meeting the performance goals, standards, objectives and assessment requirements set out in this Exhibit C.

The Board and the Charter School have determined that it is in the best interests of the Board, the Charter School, its students, parents and the public, to articulate clear standards for the Charter School and to annually publish the level of achievement of the Charter School with respect to those standards.

1. Accountability Components

The Board and the Charter School hereby agree that the Charter School shall be evaluated annually in accordance with this Agreement and with respect to each of the Compliance Categories.

2. Annual Performance Reports

Annually the Board shall publish a Performance Report indicating the Charter School's performance on each of the Indicators in the three categories provided herein. A Preliminary Performance Report for the preceding school year shall be issued by September 1 of each year based on available information. A final Performance Report for the preceding school year shall be issued by December 1 of each year. The Performance Report will include three categories:

Pupil Performance, Fiscal Management, and Legal and Charter Compliance.

Each category will have multiple Indicators and the charter school's performance on each Indicator will be rated as:

- a. Superior – 76% or more of all sub-groups increase;
- b. Satisfactory – 50% - 75% of all sub-groups increase;
- c. Unsatisfactory – Less than 50% of all sub-groups increase

This Accountability Plan establishes the performance levels, listed below, which generate the ratings for each Indicator. However, additional information or extenuating circumstances may lead the Board to rate a category higher or lower than when performance level criteria are strictly applied.

A. Pupil Performance

The intent of the Pupil Performance section is to provide a multi-faceted understanding of student performance at the Charter School upon which the Charter School's academic performance will be evaluated.

The Charter School shall participate fully in any assessment which may be mandated by the State of Illinois.

In addition to standardized tests, the Charter School has the voluntary opportunity to include other metrics in its Accountability Plan. The Charter School's decision to implement unique standards and assessments shall not affect the Charter School's obligation to comply with the assessments set forth in this section. Only those other metrics agreed to by the Charter School and the Board by January 15 of each year may be included in the Performance Report.

The Charter School shall provide the Board with all information required to be reported on the State Report Card.

In general and when appropriate, when determining a classification, consideration shall be given to the relative performance of the charter school in comparison to other Decatur public schools. Growth on the assessment tool mandated by the State of Illinois at the time shall be measured based on students who have been in attendance at the charter school before May 1 of the preceding school year. Unless otherwise indicated as a "multi-year trend," each of the following Indicators are single year results from the immediately prior school year. In conformance with Section 7 of the Agreement, the following Indicators are subject to change in the event Illinois testing standards and requirements are amended to mandate higher standards or requirements.

The Charter School has participated in IAR and PARRC during the last 5 years. The Charter School was commendable for 3 out of the 5 years. 2020 status was based on 2019 data. When looking at data from state testing focusing on the performance of black students, the Charter School students perform either at the same level as the District or higher. For this Agreement, a comparative approach to District #61 schools with similar demographics of student population is the most appropriate performance model to use.

<u>Indicator</u>	<u>Superior</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>
<u>ELA (IAR):</u> Comparative data with District schools specifically looking at black student performance	76%+ of All Sub-Groups Increase	50-75% of All Sub-Groups Increase	Less than 50% of All Sub-Groups Increase
<u>Mathematics (IAR):</u> Comparative data with District schools specifically looking at black student performance	76%+ of All Sub-Groups Increase	50-75% of All Sub-Groups Increase	Less than 50% of All Sub-Groups Increase
<u>IAR ELA:</u> <u>Multi-Year Trend</u>	76%+ of All Cohort Sub-Groups Increase	50-75% of All Cohort Sub-Groups Increase	Less than 50% of All Cohort Sub-Groups Increase
<u>IAR Math:</u> <u>Multi-Year Trend</u>	76%+ of All Cohort Sub-Groups Increase	50-75% of All Cohort Sub-Groups Increase	Less than 50% of All Cohort Sub-Groups Increase
<u>School Summative Designation</u>	Exemplary	Commendable	Targeted/ Comprehensive
<u>Other:</u> Metric (s) to be determined by the Charter School and Decatur Board of Education	To be determined for each Indicator	To be determined for each Indicator	To be determined for each Indicator

B. Fiscal Management

The parties acknowledge that the Illinois Charter Schools Law requires a charter school to meet generally accepted standards of fiscal management. The following fiscal management Indicators will be included in each performance Report.

<u>Indicator</u>	<u>Superior</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>
Balanced Budget: 1) Prior-year balanced budget successfully implemented, 2) Realistic current-year balanced budget plan	Both elements Present	Current-year budget balanced. Prior-year budget not balanced.	Current-year and Prior-year budget not balanced.
Financial Audit Findings	No findings	Any Minor finding(s)	Any repeated finding; any Major finding
Financial Obligations: pension payments, payroll taxes, insurance coverage, loan payments and terms	All in good standing	Non-payment with realistic plan to make payment; non-compliance with loan terms.	Non-payment without realistic plan to make payment; non-compliance with loan terms.

The Charter School shall provide the Director of Business Affairs with a copy of its annual budget for each fiscal year by July 1 of each fiscal year. The Board shall use said budget, along with any other relevant information, to determine if the Charter School has a realistic current year balanced budget plan. The Board shall use the financial statements presented in the Charter School's annual financial audit, the insurance information required under Section 6 of the Charter School Agreement, along with any other relevant information, to determine if the Charter School maintained a balanced budget during the prior year.

The Charter School shall cause each of the components of the Financial Obligations Indicator to be tested as part of its annual financial audit.

A finding will be considered Major if it indicates a deliberate act of wrongdoing, reckless conduct or causes a loss of confidence in the abilities or integrity of the school or seriously jeopardizes the continued operation of the school.

C. Legal and Charter Compliance

Each annual Performance Report shall specifically rate the school's performance in relation to the Compliance requirements listed below as "High," "Middle," or "Low." The Performance Report is not limited to these Indicators and the Board may consider other Indicators, as warranted. The Charter School shall cause the Indicators to be tested annually as part of the Charter School's audit in conformance with the Audit Programs produced and distributed by the Board:

1. Open Meetings Act (5 ILCS 120/1.01 et seq.),
2. Criminal background investigations (105 ILCS 5/10-21.9),
3. Illinois School Student Records Act (105 ILCS 10/1),
4. Administration of Medication (105 ILCS 5/10-22.21b),
5. Hazardous materials training (105 ILCS 5/10-20.17a),
6. School Safety Drill Act (105 ILCS 128/1 et seq.),
7. Abused and Neglected Child Reporting Act (325 ILCS 5/1 et seq.),
8. Eye Protection Act (105 ILCS 115/0.01),
9. Toxic Art Supplies in Schools Act (105 ILCS 135/1 et seq.),
10. Infectious Disease Policies and Rules (105 ILCS 5/10-21.11),
11. Senate Bill 100 PA 99-9456
12. Conformance of the school's governance structure pursuant to Section 3(i) of this Agreement,
13. Ongoing presence of management and financial controls required by Section 51 of this Agreement,
14. Administration of an open enrollment process and lottery pursuant to Section 3(c) of this Agreement, and
15. Maintenance of Corporate Status and Good Standing pursuant to Section 4(c) of this Agreement.

In each case, "Superior" shall be complete compliance with the law and the Charter School Agreement, "Satisfactory" shall be a Minor violation of the law or the Accountability Plan, and "Unsatisfactory" shall be a Major violation of the law or the Accountability Plan.

When determining how to classify a Compliance Indicator, the Board may consider information from various sources, including, but not limited to, audits, site visits, and information provided by parents or employees. A violation will be considered Major if it indicates a deliberate act of wrongdoing, reckless conduct or causes a loss of confidence in the abilities or integrity of the school or seriously jeopardizes the continued operation of the school. Classification of a finding as material shall be the sole discretion of the Board.

3. Charter School Participation in the Accountability Process

The Charter School shall take all necessary actions to collect and report the information required by this Accountability Plan, including, without limitation:

1. Full participation in the administration of State Assessments, including all Board procedures designed to safeguard the integrity of the assessments.
2. Participation in bi-annual site visits conducted by the Board to ascertain that sufficient, minimum educational and operational practices are in place.
3. An annual financial and compliance audit, as required by law and by the Agreement and/or Accountability Plan.
4. Providing students, school and employee information required by the Agreement and/or Accountability Plan.
5. Providing information necessary to evaluate parent, student employee or public allegations or audit findings that, if true, would constitute a violation of the law or Agreement.
6. Provision of additional information or cooperation in other actions not listed in these sections necessary to evaluate the Charter School's performance with respect to the Compliance Categories.

4. Non-Renewal and Revocation

The Board shall hold the Charter School accountable in these Compliance Categories through the indicators contained in the annual Performance Reports. The Board shall give fair consideration to all Indicators when acting to renew, not renew, or revoke the Charter School's charter.

The Board may act to revoke a charter during the term of the Charter School Agreement if the Board clearly demonstrates that the Charter School:

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter;
2. Failed to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in the charter, including the standards in this Accountability Plan;
3. Failed to meet generally accepted standards of fiscal management, including those set forth in the Charter School Agreement and this Accountability Plan' or
4. Materially violated any provision of law from which the Charter School was not exempted.

The Board may act to revoke a charter at any time, including prior to the issuance of the final or preliminary draft of the annual Performance Report, only if a charter school's performance is Low for at least two Indicators. However, the decision to act to revoke a charter shall be at the discretion of the Board and shall not be automatic if one or more than one Indicator is Low.

The Board may act to not renew a charter if the Board, through the charter School's Performance Report clearly demonstrates that the Charter School:

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter;
2. Failed to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in the charter, including the standards in this Accountability Plan;
3. Failed to meet generally accepted standards of fiscal management, including those set forth in the Charter School Agreement and this Accountability Plan; or
4. Materially violated any provision of law from which the Charter School was not exempted.

The Board shall not act to renew or to not renew a charter until the issuance of the final annual Performance Report after the fourth year of operation of the Charter School. The Board shall not act to not renew the charter if the Performance Report contains no serious Unsatisfactory Indicators.

In all circumstances, the Board shall follow the requirements of the Illinois Charter Schools Law and its Charter School Agreements, including all due process requirements, regarding the processes required for revocation, renewal, and non-renewal.

APPENDIX

ROBERTSON CHARTER SCHOOL AND DECATUR PUBLIC SCHOOLS #61 DOCUMENT TIMELINE AND CHECKLIST

- _____ June 1 to July 1 each year: Charter School provides evidence that all health and safety approvals for the school building to the Director of Business Affairs
- _____ July 1 each year: Charter School submits current school year's official calendar to the Director of Business Affairs
- _____ July 1 each year: Charter School submits annual budget to the Director of Business Affairs
- _____ July 1 each year: Charter School submits Certificate of Insurance to the Director of Business Affairs specifying coverage types and amounts.
- _____ July 30 each year: Charter School submits the Fourth Quarter's financial statement for the previous year to the Director of Business Affairs.
- _____ July 15 each year: District issues First Quarter's Payment to the Charter School.
- _____ September 1 each year: Charter School provides a list of employee names, including the following information: full name; job position; Social Security Numbers; date of criminal background investigation with associated results. If the position is instructional, evidence of certification/qualification must be submitted. If that information is not available, evidence of mentoring, training & staff development may be submitted. If an employee is hired after September 1, Charter School submits the information listed above within 30 days of the hire date to the Director of Business Affairs.
- _____ September 10 each year: Charter School ensures accurate enrollment and attendance using the District's student management software.
- _____ October 1 each year: Charter School provides an electronic copy of its annual audit to the Director of Business Affairs.
- _____ October 10 each year: Charter School ensures accurate enrollment and attendance using the District's student management software.
- _____ October 30 each year: Charter School submits the First Quarter's financial statement for the current year to: Director of Business Affairs, DPS #61.
- _____ October 15 each year: District issues Second Quarter's Payment to the Charter School.

- _____ November each year: Charter School presents Annual Report at the 2nd November Board of Education Meeting.
- _____ November 10 each year: Charter School ensures accurate enrollment and attendance using the District's student management software.
- _____ December 10 each year: Charter School ensures accurate enrollment and attendance using the District's student management software.
- _____ January 10 each year: Charter School ensures accurate enrollment and attendance using the District's student management software.
- _____ January 30 each year: Charter School submits 2nd Quarter Financial Statement of the current school year to the Director of Business Affairs.
- _____ January 15 each year: District issues Third Quarter payment to Charter School.
- _____ January 15 contingent each year: If Charter School chooses to implement unique standards and assessments, said decision shall not affect the Charter School's obligation to comply with the IAR assessments and/ or other assessments directed by the Decatur Board of Education set forth in this section. Only those unique standards and assessments agreed to by the Charter School and the Board by January 15 of each year may be included in the Performance Report.
- _____ February 10 each year: Charter School ensures accurate enrollment and attendance using the District's student management software.
- _____ March 10 each year: Charter School ensures accurate enrollment and attendance using the District's student management software.
- _____ April 10 each year: Charter School ensures accurate enrollment and attendance using the District's student management software.
- _____ April 30 each year: Charter School submits Third Quarter financial statement to the Director of Business Affairs.
- _____ April 15 each year: District issues Fourth quarter payment to Charter School.
- _____ May 10 each year: Charter School ensures accurate enrollment and attendance using the District's student management software.
- _____ June 10 each year: Charter School ensures final, year end, accurate enrollment and attendance using the District's student management software.
- _____ June 30 each year: Evaluation of the Compliance Categories is completed by the

District assigned Leadership Team.

OTHER DEADLINES

- _____ Expulsions: Charter School reports to District within ten (10) days of any student expulsion to the Director of Business Affairs.
- _____ Contract Renewal: No earlier than January 1 and no later than January 31 of the year that the contract expires, the Charter School submits a written proposal to the Superintendent of Schools for the Decatur Public School District #61. DPS #61 notifies Robertson of findings of their review of the renewal within 60 days of receipt of it.

Robertson Charter School

Accountability Plan

Evaluation

DECATUR PUBLIC SCHOOLS #61
EXHIBIT C—ROBERTSON EVALUATION COMPLIANCE CATEGORIES
2.A. Pupil Performance Rubric

<u>Indicator</u>	<u>Superior</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>
<u>ELA (IAR):</u> Comparative data with District schools specifically looking at black student performance	76%+ of All Sub-Groups Increase	50-75% of All Sub-Groups Increase	Less than 50% of All Sub-Groups Increase
<u>Mathematics (IAR):</u> Comparative data with District schools specifically looking at black student performance	76%+ of All Sub-Groups Increase	50-75% of All Sub-Groups Increase	Less than 50% of All Sub-Groups Increase
<u>IAR ELA:</u> <u>Multi-Year Trend</u>	76%+ of All Cohort Sub-Groups Increase	50-75% of All Cohort Sub-Groups Increase	Less than 50% of All Cohort Sub-Groups Increase
<u>IAR Math:</u> <u>Multi-Year Trend</u>	76%+ of All Cohort Sub-Groups Increase	50-75% of All Cohort Sub-Groups Increase	Less than 50% of All Cohort Sub-Groups Increase
<u>School Summative Designation</u>	Exemplary	Commendable	Targeted/ Comprehensive
<u>Other:</u> Metric (s) to be determined by the Charter School and Decatur Board of Education	To be determined for each Indicator	To be determined for each Indicator	To be determined for each Indicator

2.A. Pupil Performance Evaluation Form

<u>Indicator</u>	<u>Superior</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>
<u>ELA (IAR):</u> Comparative data with District schools specifically looking at black student performance			
<u>Mathematics (IAR):</u> Comparative data with District schools specifically looking at black student performance			
<u>IAR ELA:</u> <u>Multi-Year Trend</u>			
<u>IAR Math:</u> <u>Multi-Year Trend</u>			
<u>School Summative Designation</u>			
<u>Other:</u> Metric (s) to be determined by the Charter School and Decatur Board of Education			

Board Evaluator of 2.A . _____ Date _____

2.B--ROBERTSON FISCAL MANAGEMENT INDICATOR EVALUATION

Financial Indicator Evaluation Form

Indicator	Superior	Satisfactory	Unsatisfactory
Balanced Budget: 1) Prior-year balanced budget successfully implemented 2) Realistic current- year balanced budget plan			
Financial Audit Findings			
Financial Obligations: pension payments, payroll taxes, insurance coverage, loan payments and terms			

Board Evaluator of 2.B. _____ Date _____

C. LEGAL AND CHARTER COMPLIANCE
Legal and Charter Compliance Self-Evaluation Form

“Superior” shall be complete compliance with the law and the Charter School Agreement, “Satisfactory” shall be a Minor violation, and “Unsatisfactory” shall be a Major violation of the Accountability Plan. The table below is a self-evaluation to aid the Board in evaluation of legal compliance.

<u>Indicator</u>	<u>Superior</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>
Open Meetings Act			
Criminal background investigations			
Illinois School Records Act			
Administration of Medications			
Hazardous materials training			
School Safety Drill Act			
Abused and Neglected Child Reporting Act			
Eye Protection Act			
Toxic Art Supplies in Schools			
Non-Curricular Health and Safety Requirements Applicable to Charter Schools			
Infectious Disease policies and Rules			

Conformance of the school's governance structure			
Ongoing presence of management and financial controls			
Administration of an open enrollment process and lottery			
Maintenance of Corporate Status and Good Standing			

I certify that that the Charter School governing board, administration, faculty and staff have followed the laws in the manner indicated in the table above.

Robertson Charter School

Date

Legal and Charter Compliance Evaluation Form

“Superior” shall be complete compliance with the law and the Charter School Agreement, “Satisfactory” shall be a Minor violation, and “Unsatisfactory” shall be a Major violation of the Accountability Plan. The table below is a self-evaluation to aid the Board in evaluation of legal compliance.

<u>Indicator</u>	<u>Superior</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>
Open Meetings Act			
Criminal background investigations			
Illinois School Records Act			
Administration of Medications			
Hazardous materials training			
School Safety Drill Act			
Abused and Neglected Child Reporting Act			
Eye Protection Act			
Toxic Art Supplies in Schools			
Non-Curricular Health and Safety Requirements Applicable to Charter Schools			
Infectious Disease policies and Rules			

Conformance of the school's governance structure			
Ongoing presence of management and financial controls			
Administration of an open enrollment process and lottery			
Maintenance of Corporate Status and Good Standing			

Board Evaluator of C. _____ Date _____

3. Charter School Participation in the Accountability Process

Participation in the Accountability Process Evaluation Form

The Charter School shall take all necessary actions to collect and report the information required by the Accountability Plan, including, without limitation:

1. Full participation in the administration of the Illinois Assessment of Readiness (IAR) and any future test assigned by the state of Illinois.

2. Participation in bi-annual site visits conducted by the Board to ascertain that sufficient minimum educational and operation practices are in place.

3. An annual financial and compliance audit, as required by law and by the Agreement and/or Accountability Plan.

4. Providing students, school and employee information required by the Agreement and/or Accountability Plan.

5. Providing information necessary to evaluate parent, student, employee or public allegations or audit finding that, if true would constitute a violation of the law or Agreement.

6. Provision of additional information or cooperation in other actions not listed in these sections necessary to evaluate the Charter School's performance with respect to the Compliance Categories.

Board Evaluator of 3. _____ Date _____

EXHIBIT C 3.2 ANNUAL PERFORMANCE REPORTS
October - Summary of the Charter School Walk Through

Board Evaluator of Exhibit C 3.2 _____ Date_____

April - Summary of the Charter School Walk Through

Board Evaluator of Exhibit C 3.2 _____

Date_____

EXHIBIT D – PUPIL PERFORMANCE

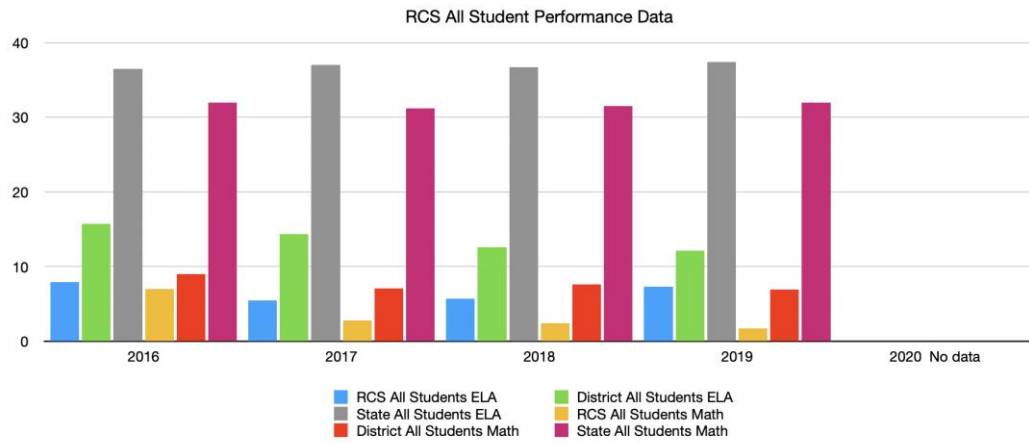


Table 1

	2016	2017	2018	2019	2020 No data
RCS All Students ELA	8	5	6	7	
District All Students ELA	16	14	13	12	
State All Students ELA	37	37	37	37	
RCS All Students Math	7	3	2	2	
District All Students Math	9	7	8	7	
State All Students Math	32	31	32	32	

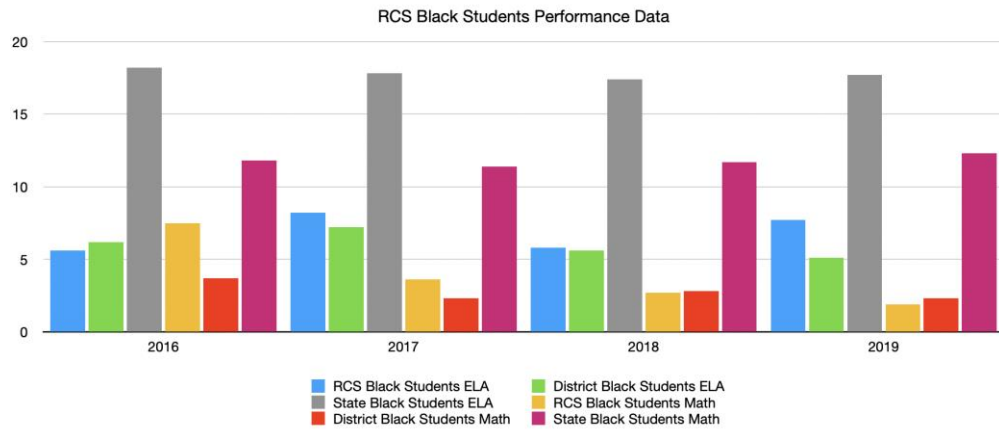


Table 1

	2016	2017	2018	2019	2020 No data
RCS Black Students ELA	6	8	6	8	
District Black Students ELA	6	7	6	5	
State Black Students ELA	18	18	17	18	
RCS Black Students Math	8	4	3	2	
District Black Students Math	4	2	3	2	
State Black Students Math	12	12	11	12	

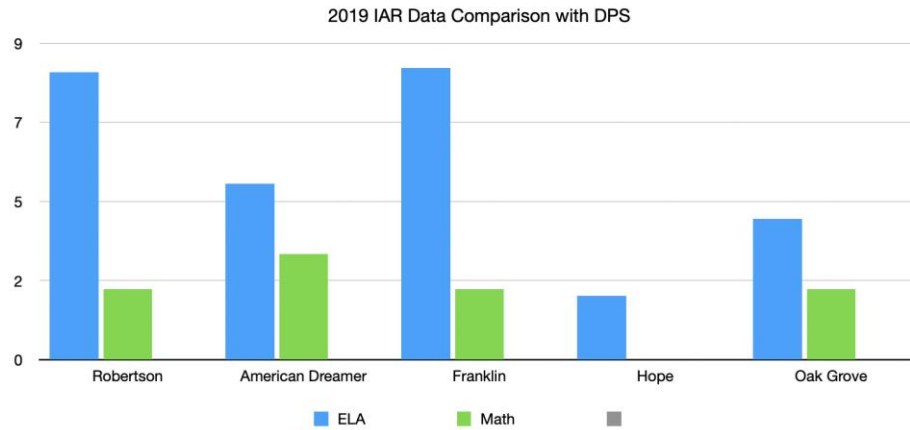
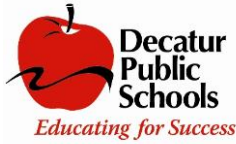


Table 1

	ELA	Math		
Robertson	8			
American Dreamer	5			
Franklin	8			
Hope	2			
Oak Grove	4			
Robertson		2		
American Dreamer		3		
Franklin		2		
Hope		0		
Oak Grove		2		

The above data was taken from the Illinois State report cards through ISBE and compares the Charter School to Decatur District #61 and the State of Illinois. This data shows that the Charter School performs at the same level or higher than students in District #61 when comparing students of the same demographics.



Board of Education Decatur Public School District #61

Date: January 25, 2022	Subject: Purchase of Mobile Device Carts
Initiated By: Maurice Payne, Director of Information Technology	Attachments: Purchase of Mobile Device Carts – Bid #2022-6 Connection
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

As the district progresses with the 1:1 program, majority of traditional computer labs in schools have become antiquated. However, there is still a need to have computers available for various instructional purposes, such as researching, typing, and whole group instruction. The Board previously approved the purchase of 1040 MacBooks.

Since the pandemic began, the district allowed all students to take their iPads home. As a result, are students who are not bringing their iPad to school each day. There has also been an increase in the number of lost iPads. IT will expand the iPad loaner pool to allow students to use a loaner device while in the building.

CURRENT CONSIDERATIONS:

IT would provide device carts, 36 in total, for the MacBooks and loaner iPads. Each building will receive a cart to store and charge the set of MacBooks and an additional cart for the loaner iPads.

This recommendation was brought to the board and approved on 12/11/2021. However, there is a requirement to put this purchase out for bid.

FINANCIAL CONSIDERATIONS:

The winning bid was by Connection in the amount of \$55,914.00.

This purchase would be paid by the FY22 Information Technology budget.

Adorama submitted a bid for \$57,927.60. The following vendors did not respond: CDW Government, TROX, Office Depot, and B&G Photo.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education to approve the Purchase of Mobile Device Carts in the amount of \$55,914.00 as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____



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

Chromebook Charging Carts

Bid# **2022-6**
Date Due: **Friday, January 7, 2022, at 10:00 a.m.**

Date: **Wednesday, December 22, 2021**

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Amt.</u>
<u>36 each</u>	<u>CORE36MS-CTTZ</u> Bretford Core Chromebook charging cart AC up to 36 devices with rear doors, swivel casters, locking access door <u>Only quote this brand and part number, no substitutes</u>	\$ <u>1,549.00</u>	<u>\$55,764.00</u>

Please note the shipping address will be:
Decatur Public Schools - I. T.
300 E Eldorado St
Decatur IL 62523

Subtotal: \$ 55,764.00
Shipping: * \$ 0.00
Total Cost: \$ 55,764.00

** Optional Liftgate Service - \$150.00 if required.*

State your best delivery date: 2-3 weeks ARO

Bid F. O. B. Destination, one location, Decatur, IL.

State your payment terms: Net 30 Days

Attached Terms and Conditions will apply specifically to and shall be considered as a part of this bid request.
District #61 reserves the right to reject any or all proposals or any portion of any proposal submitted which, in its opinion, is not in the best interest of the District.

**SALES QUOTE**

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Tom Kearney
Phone: (800) 800-0019 ext. 75524
Fax: 603-683-0845
Email: thomas.kearney@connection.com

25293242.01

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 12/29/2021
Valid Through: 1/28/2022
Account #:

Account Manager:
Phone:
Fax:
Email:

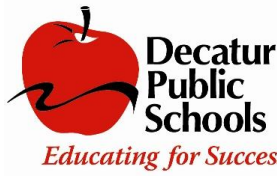
Customer Contact: Whitney Edmonson
Email: wedmonson@dps61.org

Phone: (217) 362-3070
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 4852070 DECATUR SCHOOL DISTRICT 61 ACCOUNTS PAYABLE 101 WEST CERRO GORDO DECATUR, IL 62523 (217) 362-3023	AB#: 14354313 DECATUR PUBLIC SCHOOLS - IT 300 E ELDORADO ST. DECATUR, IL 62523 (217) 362-3070

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Heavy Weight Ground	49,248.00 lbs	Net 30	

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	36	20594424	CORE36MS-CTTZ	36-Unit Chromebook Charging Cart with Swivel Casters, Locking Access Door Bretford Manufacturing	Bretford Manufacturing	\$ 1,549.00	\$ 55,764.00
2	1	4779533	4779533	*Optional* Liftgate Service if required Merrimack Service Handling Fees	Merrimack Service Handling Fees	\$ 150.00	\$ 150.00
Subtotal							\$ 55,914.00
Fee							\$ 0.00
Shipping and Handling							\$ 0.00
Tax							Exempt!
Total							\$ 55,914.00



Board of Education Decatur Public School District #61

Date: January 25, 2022	Subject: Ripple Effects License Agreement and Proposal
Initiated By: Lawrence Trimble, Director of Student Services	Attachments: Agreement, Proposal, Invoice
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

Decatur Public Schools has been committed to providing a discipline reset for all schools. As part of the discipline reset, administration has committed to building the capacity of the Care and Transition Room teaching assistants. The Care & Transition Rooms are part of the MTSS structure, with the goal of providing support and interventions to students assigned to these areas. These are brief interventions for students to help build their capacity in the areas of self-management, self-awareness, and responsible decision making. Ripple Effects is an online, trauma-informed, comprehensive approach to mental and behavioral support. Ripple Effects is a program recognized by the National Dropout Prevention Center and Substance Abuse Mental Health Services Agency (SAMHSA).

CURRENT CONSIDERATIONS:

Administration is requesting board approval to accept the proposal and End license agreement with Ripple Effects. The proposal includes 20 permanent Gold licenses for each school in Decatur Public Schools collectively and the right to use the current online versions year after year. Training and support will be provided by Ripple Effects, and the proposal includes access to data analysis portal.

FINANCIAL CONSIDERATIONS:

The invoice payment of \$110,500 will be paid with Title 1 for K-8 & Cares III funds for high school.

STAFF RECOMMENDATION:

None.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____



RIPPLE EFFECTS END USER LICENSE AGREEMENT

Please read this license agreement carefully before proceeding. This Agreement is entered into on January 14 2022 between Ripple Effects, Inc. and Decatur Public School District and licenses the Ripple Effects Products and related services to Decatur Public School District and contains, among other things, warranty and liability disclaimers. This is a legal agreement between the end user, and Ripple Effects, Inc. ("Ripple Effects"). Quantities, license levels, maintenance/upgrade plans and programs licensed correspond to those on quotations provided to CUSTOMER from Ripple Effects, Inc.

1. DEFINITIONS

a) "Ripple Effects Software" and the "Software" each mean *Ripple Effects for Teens, Ripple Effects for Kids, Ripple Effects Pocket Coach, Ripple Effects Educator Ally, Ripple Effects Screen for Strengths, Ripple Effects Playlist Creator, Data Manager/Viewer, Bouncy Ready to Learn system, I 2 I, Respect for Persons, Pounce and any associated data management/reporting software* and all related updates, improvements, and modifications supplied by Ripple Effects. It is understood that the provision of any such updates, improvements or modifications shall be at Ripple Effects' sole discretion and may be subject to additional fees and/or additional terms and conditions.

b) "Ripple Effects Products" means the Ripple Effects Software Program(s) and any related Documentation, models and multimedia content (such as animation, sound and graphics), and all related updates, improvements, and modifications supplied by Ripple Effects.

c) "Documentation" shall mean the written reference materials furnished by Ripple Effects to you in conjunction with the Software including, without limitation, instructions and end-user guides.

d) the term computer or user station shall mean any or all of the following computing devices: Apple Macintosh computers and laptops, PC computers and laptops, iPad or android tablets, or Chromebooks.

2. LICENSE

Ripple Effects offers two types of Licenses one or the other will be specified on cost quotations, and invoices sent to customer. Ripple Effects grants Customer either:

1. a **permanent, non-exclusive, non-transferable license** to use the then current version of the purchased software Ripple Effects Products according to the following terms: OR
2. An **Annual subscription license**, that is non-transferrable, to use the



then current version of the purchased software Ripple Effects Products for one year (12 months) according to the following terms:

If you have purchased a **5-Concurrent Device License** of any Ripple Effects Product, this Agreement allows you to:

- use the Ripple Effects Products on up to five computers or Chrome browsers on PCs or Macs or Chromebooks or IOS or Android tablets or mobile phone concurrently (i.e., 5 devices at one time); the number of devices on the invoice is the total number that may be used simultaneously on any platforms;
- use the Ripple Effects Products on a network, provided that **each computer** accessing the Ripple Effects Products through the network **has a copy licensed** to that computer;
- copy the Ripple Effects Products for archival purposes only, provided any copy must contain all of the original Ripple Effects Product's proprietary notices.

If you have purchased a **10-Concurrent Device License** of any Ripple Effects Product, this Agreement allows you to:

- use the Ripple Effects Products on up to ten computers or Chrome browsers on PCs or Macs or Chromebooks or IOS or Android tablets or mobile phone concurrently (i.e., 10 devices at one time); the number of devices on the invoice is the total number that may be used simultaneously on any platforms;
- use the Ripple Effects Products on a network, provided that **each computer** accessing the Ripple Effects Products through the network **has a copy licensed** to that computer;
- copy the Ripple Effects Products for archival purposes only, provided any copy must contain all of the original Ripple Effects Product's proprietary notices.

If you have purchased a **30-Concurrent Device License** of any Ripple Effects Product, this Agreement allows you to:

- use the Ripple Effects Products on up to thirty (30) computers or Chrome browsers on PCs or Macs or Chromebooks or IOS or Android tablets or mobile phone concurrently (i.e., 30 devices at one time); the number of devices on the invoice is the total number that may be used simultaneously on any platforms;
- use the Ripple Effects Products on a network, provided that **each computer** accessing the Ripple Effects Products through the network **has a copy licensed** to that computer;
- copy the Ripple Effects Products for archival purposes only, provided any copy must contain all of the original Ripple Effects Product's proprietary notices.

If you have purchased a **School-wide License** of any Ripple Effects Product, this Agreement allows you to:



- use the Ripple Effects Products on any number of computers or Chrome browsers on PCs or Macs or Chromebooks or IOS or Android tablets or mobile phone concurrently;
- use the Ripple Effects Products on a network, provided that **each computer** accessing the Ripple Effects Products through the network **has a copy licensed** to that computer;
- copy the Ripple Effects Products for archival purposes only, provided any copy must contain all of the original Ripple Effects Product's proprietary notices.

If you have purchased a **District License** of any Ripple Effects Product, this Agreement allows you to:

- use the Ripple Effects Products on any number computers or Chrome browsers on PCs or Macs, or Chromebooks, or IOS or Android tablets or mobile phone concurrently;
- use the Ripple Effects Products on a network, provided that **each computer** accessing the Ripple Effects Products through the network **has a copy licensed** to that computer;
- copy the Ripple Effects Products for archival purposes only, provided any copy must contain all of the original Ripple Effects Product's proprietary notices.
- use the Ripple Effects Products on a multi-school network or a single-school network, providing access only for the number of students for which the district has purchased a District License. Only students in the applicable school district may use the Ripple Effects Products.

3. RESTRICTIONS

You may not:

- permit other individuals to use the Ripple Effects Products except under the terms listed above;
- permit concurrent use of the Ripple Effects Products, except under the terms listed above;
- copy the Ripple Effects Products or electronically transfer it from one computer to another or over a network, other than as specified above;
- modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), or create derivative works based on the Ripple Effects Products;
- rent, lease, grant a security interest in, or otherwise transfer rights to the Ripple Effects Products;
- remove any proprietary notices or labels on the Ripple Effects Products;
- export or re-export, directly or indirectly, the Ripple Effects Products into any country prohibited by the United States Export Administration Act and the regulations thereunder.



4. OWNERSHIP

Title, ownership rights, and intellectual property rights in the Ripple Effects Products shall remain in Ripple Effects. The Ripple Effects Products are protected by copyright and other intellectual property laws and by international treaties. The foregoing license gives you limited rights to use the Ripple Effects Products. You do not become the owner of, and Ripple Effects retains title to, the Ripple Effects Products, and all copies thereof. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by Ripple Effects. Patent pending.

5. DISCLAIMERS

a) **EXCEPT FOR THE "TRUE STORIES", ALL THE PEOPLE AND PLACES ARE MADE UP**

The "True Stories" videos in the Ripple Effects Products are true stories told by real people. ALL OTHER names of people, characters, places, pictures, and events mentioned in this program are entirely made up, and are not intended to resemble anyone or anything real. If anything does look like a real person, place or event, it is entirely coincidental.

b) **YOU ARE RESPONSIBLE, NOT RIPPLE EFFECTS**

Use of the Ripple Effects Products and any of its manuals, books or other written materials, including without limitation the Documentation, is at your and your students' own risk. This software is meant to be educational and give information and suggestions about personal and social problems, and health education. *The Ripple Effects Products are not meant to make decisions for you or students using the program, or replace your own or your students' judgment. Please explain to your students or young people using the program under your supervision that they are responsible for their own decisions.*

c) **GET HELP IF YOU OR YOUR STUDENTS NEED IT**

Ripple Effects does not provide professional counseling or psychological advice. Because of this, Ripple Effects does not guarantee that the information you get from the Ripple Effects Products can be relied on in every single situation. The advice young people get here should not replace getting help from a qualified professional, if necessary.

d) **RIPPLE EFFECTS SHALL NOT BE LIABLE FOR PROBLEMS THAT ARISE AFTER USING THE RIPPLE EFFECTS PRODUCTS**

LIMITATION OF LIABILITY: Ripple Effects shall not be liable for any problems that develop while using this product. THE LIABILITY OF RIPPLE EFFECTS AND ITS DISTRIBUTORS ARISING OUT OF OR RELATED TO



THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO OBTAIN THE LICENSE TO THE RIPPLE EFFECTS PRODUCTS. IN NO EVENT SHALL RIPPLE EFFECTS OR ITS DISTRIBUTORS HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO EMOTIONAL DISTRESS OF ANY KIND, LOSS OF ANTICIPATED PROFITS OR LOSS OR INTERRUPTION OF USE OF ANY FILES, DATA OR EQUIPMENT, EVEN IF RIPPLE EFFECTS OR ITS DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT.

e) RIPPLE EFFECTS SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF EVERY STATEMENT CONTAINED IN THE RIPPLE EFFECTS PRODUCTS.

Ripple Effects cannot guarantee the accuracy of every single bit of information contained in the Ripple Effects Products. The Ripple Effects Products are derived from a research base that is constantly changing. Ripple Effects uses commercially reasonable efforts to present the most accurate information available at the time of publishing.

6. LIMITED WARRANTY

If you wish to return the Ripple Effects Products for any reason, you need to send it back to Ripple Effects within 30 days after purchasing the license to the Ripple Effects Products. This is the only warranty for the Ripple Effects Products. EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED ABOVE, RIPPLE EFFECTS AND ITS DISTRIBUTORS MAKE NO PROMISES, REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, RIPPLE EFFECTS PRODUCTS, OR DOCUMENTATION, INCLUDING THEIR CONDITION, THEIR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND RIPPLE EFFECTS AND ITS DISTRIBUTORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND, UNDER THE LAW OF THE UNITED STATES, THE IMPLIED CONDITIONS OF SATISFACTORY QUALITY AND ACCEPTANCE AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE ABOVE AND OTHER IMPLIED OR STATUTORY WARRANTIES.



7. TERM AND TERMINATION

This Agreement shall remain in effect, for the permanent license option, perpetually unless terminated as follows. For the annual subscription license option, this agreement on use of products shall terminate one year from the date of purchase of the software on the invoice sent to customer, or other date if mutually agreed to by Customer and Ripple Effects in writing. This license will terminate automatically if you fail to comply with the limitations described herein. On termination, you must destroy all copies of the Ripple Effects Products. The provisions of Sections 3, 4, 5, 6 (the disclaimer of warranties thereof only), 7, 9, and 10 shall survive the termination of this Agreement.

8. GOVERNMENT USE

If you are acquiring the Ripple Effects Products on behalf of any part of the United States Government, the following provisions apply. The Ripple Effects Products are deemed to be "commercial computer software" and "commercial computer software documentation", as applicable, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Ripple Effects Products by the U.S. Government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. Any technical data provided that is not covered by the above provisions is deemed to be "technical data-commercial items" pursuant to DFAR Section 227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR Section 227.7015(b).

9. EXPORT REGULATIONS

You understand that Ripple Effects is subject to regulation by agencies of the U.S. government, including, but not limited to, the U.S. Department of Commerce, which prohibit export or diversion of certain technical products to certain countries. You warrant that you will comply in all respects with the Export Administration Regulations and all other export and re-export restrictions applicable to the technology and documentation licensed hereunder.

10. MISCELLANEOUS

You may not assign this Agreement or any rights or obligations hereunder, directly or indirectly, by operation of law or otherwise, without the prior written consent of Ripple Effects. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. No waiver or modification of this Agreement shall be valid unless in writing signed by each party. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. THE




TERMS OF ANY PURCHASE ORDER ARE EXPRESSLY EXCLUDED. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be governed by California law (except for conflict of laws principles). The parties agree that the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. All questions concerning this Agreement shall be directed to: Ripple Effects, Inc., 4020 E. Madison, Suite 321, Seattle, WA 98112, Attention: Chief Operating Officer.

WHEREFORE, the parties have caused this License Agreement to be executed by their duly authorized representatives.

Customer _____ Ripple Effects, Inc.

By: _____ By: LEWIS BRENTANO

Signature: _____ Signature: 

Title: _____ Title: Vice President

Date: _____ Date: 1/14/2022

**Online Social Emotional Learning, Mental &
Behavioral Health Programs for Decatur Students:
A Proposal for Decatur Public Schools**



THE PROPOSED PROGRAMS AND PRODUCTS.....	2
COST PROPOSAL	3
PROGRAM CONTENT: FEATURES & SPECIFICATIONS	4
HOW THE RIPPLE EFFECTS PROGRAMS WORK.....	7
RIPPLE EFFECTS' EVIDENCE OF EFFECTIVENESS	10

The Proposed Programs and Products

This is a proposal for Ripple Effects trauma-informed, digital SEL programs for Decatur Public School District students.

Ripple Effects' comprehensive approach to mental and behavioral health support and SEL instruction is effective for both individual and group implementation. Ripple Effects is the only online mental and behavioral health and SEL program shown, via scientific evaluation studies, to improve behavior, academics, social and emotional skills and resiliency assets; and to decrease suspensions, drop-out rates, and depression scores.

This document includes:

- Salient details of a cost proposal. (Also see attached quote.)
- Detailed descriptions of the proposed Ripple Effects programs: *Ripple Effects for Kids* (grades 2-5), and *Ripple Effects for Teens* (grades 6 -12)
- Detailed descriptions of how the programs work and are implemented
- A review of the effectiveness studies on the programs, showing that they improve social skills, resiliency assets, student mental health, academic achievement, and attendance while also decreasing behavior problems, and lowering drop out rates

Cost Proposal

The attached quote costs are for a 20 permanent, non-recurring GOLD level licenses for each Decatur school with rights to use the current online versions of all programs year after year.

Notes:

1. GOLD level includes: Playlist Creation Tools, aggregate reporting data of personal challenge topics, Pocket Coach (the Teens program for the Smartphone)
2. GOLD level also includes enhanced training which includes: planning, implementation training, mid and end of year data review, coaching and office hours, if desired.
3. **A 15% district wide discount has been applied** (given Decatur's limited 2016 purchase of Ripple Effects programs.)
4. The quote reflects *permanent* licenses, which are good year after year. The only additional fee in subsequent years is an annual 10% maintenance fee for new content, tech upgrades etc. starting in yr 2.

Program Content: Features & Specifications

500,000 students a year in 5000 schools in 600 districts across all 50 states access Ripple Effects digital programs for universal SEL training and mental health support, as well as behavioral MTSS, PBIS, alternatives to suspension and special education.

The student programs are designed and proven effective for self-directed, independent use OR staff facilitated use (in a classroom/group or 1 to 1 settings.) They are just as easy and effective in distance learning where students access and learn from programs both asynchronously (independently) and synchronously (facilitated by an instructor, on any platform.)

Listed as model programs by the National Dropout Prevention Center and the Substance Abuse Mental Health Services Agency (SAMHSA), Ripple Effects is the first and most widely used digital SEL and mental and behavioral health program in the country

Below is a list of the Ripple Effects student programs this proposal includes :

For students:

Ripple Effects for Teens (grades 6-12) and ***Pocket Coach for Teens*** (the Teens program for Smart phone use) is a comprehensive intervention system to address SEL skill development, behavioral and mental health challenges, and the personal issues and trauma that are often behind them. The 430, 15-minute lessons include comprehensive SEL curricula, comprehensive prevention and behavior intervention curricula, as well as lessons focused on learning readiness skills, school-based challenges (bullying, cyberbullying, conflict with a teacher) and out of school issues (vaping, anxiety, isolation.)

Lessons include interactive scenarios, exercises and transfer training assignments that relate to real world situations, such as COVID-19 or having an undocumented parent. The program is aligned with the [CASEL core SEL competencies](#), as well as MTSS and Positive Behavioral Interventions and Supports (PBIS) frameworks.

Ripple Effects for Kids (grades 2-5) is a comprehensive intervention system to address SEL skill development, as well as presenting behavior and the reasons behind it. The program provides personalized, strengths-based behavioral support that empowers students to learn, and leaves teachers free to teach. With peer narrated, culturally inclusive content, it engages *all* learners. The 200, 15-minute lessons include comprehensive SEL curricula, as well as lessons focused on learning readiness skills, school-based challenges (bullying, attention problems) and real world, out of school issues (pet dying, parents' divorce, community violence). The program is aligned with the CASEL core SEL competencies, as well as MTSS and Positive Behavioral Interventions and Supports (PBIS) frameworks.

Screen for Strengths (Universal Screener with versions for elementary and secondary schools) is an easy-to-complete student self-report digital screening tool that meets the needs of schools to provide quantifiable SEL data. Often used to guide instruction or as a pre-post, reports can be generated individually or for groups of students (at the school and district level.)

Screen for Strengths is CASEL aligned and designed to measure seven attributes:

- Assertiveness
- Self-efficacy
- Self-control
- Problem solving
- Connectedness
- Empathy
- Managing feelings

For teachers and staff:

Data Viewer program is a user-friendly individual and group-level progress monitoring and reporting tool for the Kids and Teens programs. The program tracks students' level of completion of assigned lessons and time spent on the program. Reports enable compliance monitoring and student progress tracking, providing administrators documentation to meet legal and funding requirements. Individual student reports also enable educators to track minutes of program usage by day and time of day.

For the Screen for Strengths Universal Screener, reports (in the Data Viewer) can be used for identifying strengths and opportunities for growth, and monitoring progress toward targeted social-emotional competencies. Individual student reports show targeted skill development for each student. Group reports allow for quick review and educator reflection on group experience.

Playlist Creation Apps are lesson planning tools that allow implementers to easily create and assign a scope of Ripple Effects lessons to any individual or group of students. Based on decades of research, the Ripple Effects team identified the most efficacious and impactful lessons (out of the 600+ lessons in the system) to address Tier I, II or III learning goals. The Playlist Creation Apps present these lessons to implementers who then simply choose the most salient ones for their student(s) and with a click of a button, assign them. The customized lesson scopes then automatically show up in each student's individual "Playlist" in the student intervention programs.

How the Ripple Effects Programs Work

Ripple Effects provides a solution to five of the biggest challenges in SEL and behavioral and mental health support programming:

1. How to personalize instruction so that each student learns at the level, pace and in the way, that is the best match for him or her
2. How to make sure students who need higher dosage or extra supports get that help without taking instruction time away from other students
3. How to ensure fidelity to evidence-based practices, without requiring teachers to become domain experts
4. How to reliably measure and report fidelity and implementation levels, without increasing an already heavy paperwork burden
5. How to address both teacher and student sides of interaction in ways that are culturally responsive and mutually respectful, particularly when students and teachers don't share the same cultural background or assumptions

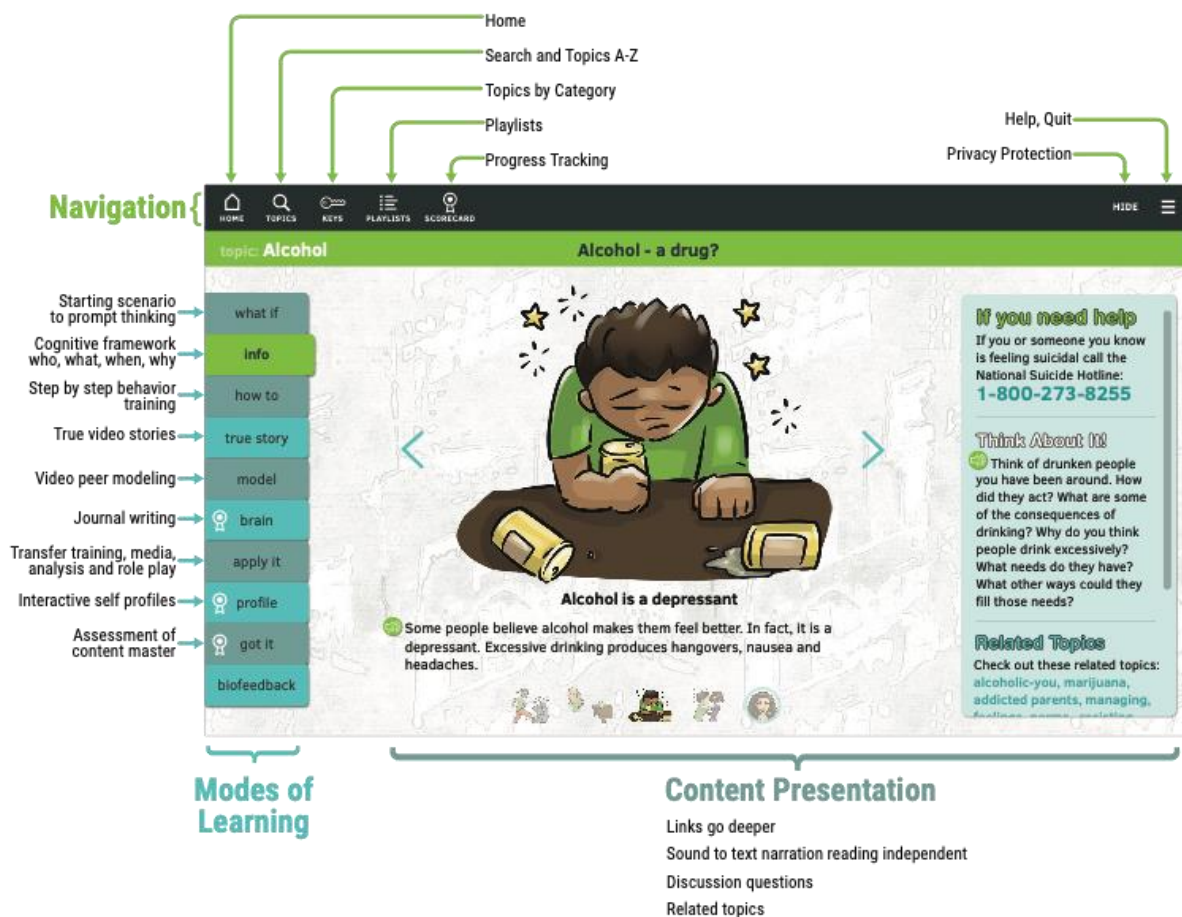
Ripple Effects Lessons

Aligned with Universal Design for Learning principles, Ripple Effects program lessons provide multiple approaches to teaching SEL and supporting mental and behavioral health. This includes no fewer than 9 and up to 12 peer narrated modes of instruction in every lesson, including:

- **Scenario-based case study** - Every lesson starts with a problem-solving scenario that presents a challenge facing a young person. Inquiry-based questions help put the user in the protagonist's shoes, clarify the topic through example, and ask participants to brainstorm and evaluate those options.
- **Cognitive framework** – The “Info” screen offers science-based information about the lesson topic. For specific concerns, such as post-traumatic stress, depression, and more, the tutorials include plain language, explanations of symptoms, and definitions.
- **Step-by-step behavior skill training** – The “How to” presents and demonstrates relevant evidence-based strategies particular to that topic.
- **First person, video storytelling** – “True Stories” are told by youth who have dealt with the topic and learned from it.
- **Peer modeling** – Modeling videos show youth using the skills being taught.
- **Transfer training practice** – “Apply it” offers opportunities for common application of what has been learned, set in situations involving friends and family, media analysis, and role-plays.
- **Reflective inquiry** – Open-ended questions throughout the tutorial can be used as discussion or writing prompts.

- **Assisted journal writing** – The “Brain” journal uses a structured problem-solving framework to guide youth in deep thinking around the topic, and in generating possible solutions and plans.
- **Individual interactive profiles** – Profiles in a range of areas such as emotional regulation, learning style, temperament, and more provide the user with feedback using strength-based language and descriptions.
- **Game-based assessments of content mastery** – These activities assess knowledge and bring each user to mastery.

Ripple Effects expert system technology leverages learners’ selection patterns to present the most relevant set of evidence-based strategies to each learner. The diagram that follows shows how these different functionalities and instructional modes are built into the user interface.



Building resilience for real-world situations

The 600+ lessons in both the Ripple Effects Kids and Teens programs are organized into three categories or buckets:

- a. Lessons focused on SEL skills aligned to CASEL's five core competency areas
- b. Lessons that address specific behaviors (e.g., bullying, vaping, defiance etc.)
- c. Lessons on personal challenges/trauma (e.g., parents' divorce, grief, anxiety) which are often the cause or what's "behind" the externalizing behavior

The lessons on personal challenges ("c" above) might also be described as lessons on real- world situations.

No other SEL program offers the breadth and depth of interactive material relating to students' real-world situations – which are most often the stressors and trauma behind mental health issues.

Ripple Effects' Evidence of Effectiveness

Shown to: improve behavior, academics, student mental health and resiliency assets; and decrease suspensions and drop-out rates

For 20+ years Ripple Effects has been providing research-based promotion, prevention and intervention programs to urban, rural and suburban districts across the US. All content in Ripple Effects programs is based on the latest research available in the specific lesson topic area; the program is updated bi-annually to ensure this is reflected, *and most importantly shown to work via numerous scientific evaluation studies in real world education environments.*

More than 1000 research-based, theoretical constructs from across five major disciplines have been woven into the expert system technology. The research behind Ripple Effects WSIS and its groundbreaking synthesis of approaches can be found in *From Multidisciplinary Theory to Multimedia SEL Interventions, The Conceptual Underpinnings of Ripple Effects* by creator and CEO, Alice Ray here: www.rippleeffects.com/PDFs/THEORYBOOKFINAL_SM.pdf

Eighteen studies have shown Ripple Effects student programs to improve behavior, including more respectful observed behavior, fewer in and out-of-school suspensions, and fewer office discipline referrals. NIH funded research on the impact of using Ripple Effects during advisory and other periods showed significant positive impacts on grades and behavior. Treatment group students had statistically higher GPA compared to control students, ranging from 1/3 to a full point higher. Research in San Mateo County showed the program resulted in higher scores for empathy and problem solving skills. Results have been peer reviewed and presented at professional conferences.

In one study of ELL sixth graders, where the program was facilitated in advisory period by non-professional school staff, Ripple Effects students had significantly higher grades for personal and social responsibility than the control group who had live instruction from certified teachers.

Automatically generated dosage data from an NIH funded study in four different urban school settings showed that more than 95% of students who were exposed to Ripple Effects, regardless of actual assignment, went on to privately use the program to explore areas of personal concern/emotional distress which then led to contextual SEL training, with positive impact on grades and suspension rates.

Ripple Effects Effective for Hispanic and ELL Learners

Ripple Effects has strong evidence of effectiveness in schools with substantial numbers of Black, Latino and Pacific Islanders, as well as white students. Study populations have been heavily weighted toward minority students, including Latino, Black and Pacific Islander students. Most evaluations to date have been conducted in schools where large numbers of students qualified for free or reduced lunch, and in some cases, where most students in the school spoke a language other than English, usually Spanish, as their first language.

Please see <https://www.rippleeffects.com/PDFs/evidencesummary.pdf> for a summary of all studies and a summary report - including demographics of study participants.

Please see <https://rippleeffects.com/impacts> for visual representation of results, and www.rippleeffects.com/evidence for downloadable copies of all evidence of effectiveness articles/reports.

Summary of significant positive findings for Ripple Effects WSIS (p<.05) across all three MTSS tiers

Primary Intervention: Universal strength-building	Secondary Intervention: Targeted, group-level	Tertiary Intervention: PBIS
Higher grades	Stronger attitudes against alcohol	
Greater assertiveness	Fewer out-of-school suspensions	Reduced depression
Reduced aggressiveness	Reduced absenteeism	Fewer in-school suspensions
Greater empathy	Less tardiness	High rates of voluntary use for personal guidance
Improved problem solving	Greater retention in school at 1-year follow-up (after previous failure)	

Universal Strengths

Intervention level: Universal, advisory period

Design: Randomized controlled trial, randomized to individual students within each class

Measurement Instrument: *California Healthy Kids* sub-scale for Resiliency Assets

- Higher scores on empathy
- Higher scores on problem solving
- High rates of voluntary use for personal guidance

Secondary Intervention: Targeted, group-level

Design: Randomized controlled trials, randomized assignment to groups

Measurement Instruments: *Monitoring the Future* scale for alcohol and marijuana, school administrative data for grades, attendance, behavior and drop-out rates

- Higher GPA
- Greater retention in school at 1-year follow-up
- Less tardiness (also lower absenteeism, but not significant due to non-parametric distribution)
- Reduced aggressiveness
- Fewer in-school suspensions
- Fewer out-of-school suspensions
- Stronger attitudes against alcohol
- High rates of voluntary use for personal guidance

Tier III intervention: Indicated, individual level, referred for behavioral problems

Design: Quasi-experimental/comparison conditions

Measurement Instruments: Beck depression scale, district administrative data

- Reduced high school drop-out rates
- Reduced scores on depression inventory among gang involved youth

Order/Quotation Form

Bill To:
Ship To:

Name Lawrence Trimble
Organization Decatur Public School District 61
Address 101 W Cerro Gordo St
Decatur, IL 62522
Phone 217.362.3060
Fax 217.362.3015
Email ltrimble@dps61.org

Name Lawrence Trimble
Organization Decatur Public School District 61
Address 101 W Cerro Gordo St
Decatur, IL 62522
Phone 217.362.3060
Fax 217.362.3015
Email ltrimble@dps61.org

Quotation Information

Quote Number Q-32995
Quote Date 12/29/2021
Quote Valid Until 3/31/2022

Billing Information

Purchase Order # _____
Purchase Date _____

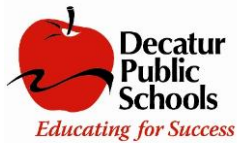
Authorized Signature _____

Item	License Type	QTY	Unit Price	Extended Price
RE Teens	20 permanent licenses GOLD* level for 1 middle, 2 high schools	3	\$10,000.00	\$30,000.00
RE Kids	20 permanent licenses GOLD* for 10 elementary schools	10	\$10,000.00	\$100,000.00
Discount	15% discount (previous client, limited 2016 purchase)	-.15	\$130,000.00	-\$19,500.00

SSO ☐ Clever ☐ Class Link ☐ None

GOLD level includes Playlist Creation Tools, aggregate reporting data of personal challenge topics, Pocket Coach & enhanced training

Subtotal \$110,500.00
Sales Tax
Shipping/
Set Up Fee
Quote Total \$110,500.00



Board of Education Decatur Public School District #61

Date: January 25, 2022	Subject: School Yard Rap: Education Through Entertainment
Initiated By: Jeff Dase, Assistant Superintendent of Teaching and Learning	Attachments: School Yard Rap General Contract with Johns Hill Magnet School, Harris Learning Academy, Hope Academy, Montessori Academy for Peace, Parsons Elementary School, Stephen Decatur Middle School and MacArthur High School
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

School Yard Rap is a minority owned company, established in 2015, which specializes in creating educational content and curriculum through the lens of history. School Yard Rap's mission is to drastically improve the educational experiences of learners of all ages by providing curriculum, content, music, and professional development that uplifts the narratives of minorities. School Yard Rap works to build awareness, knowledge, and competencies for excellence and equity in schools and companies. Through their award winning educational hip-hop music, they have engaged scholars and school sites across 20 states through inspirational and experiential musical performances.

School Yard Rap's professional development series have increased the competency and capacity of teachers and school leaders in the areas of social emotional development, culturally responsive and relevant pedagogy, and PBIS centered school sites.

School Yard Rap's supplemental curriculum has opened the minds of over 115,000 students and made lesson planning easier for teachers as they learn from our multimodal video series. Their supplemental curriculum has common core aligned lessons and text sets that are dedicated to celebrating the history and accomplishments of people of color.

School Yard Rap's belief is that when we make learning fun, and we provide uplifting content they can engage and improve their students and clients lives. Equity all year, diversity every day; this is the School Yard Rap way.

CURRENT CONSIDERATIONS:

The attached contract would be for each individual Decatur Public School participating. At the time of this cover sheet preparation, the following schools/ programs have committed to participating: Johns Hill Magnet School, Harris Learning Academy, Hope Academy, Montessori Academy for Peace, Parsons Elementary School, Stephen Decatur Middle School and MacArthur High School.

FINANCIAL CONSIDERATIONS:

School Yard Rap estimated price is \$15,000.00 per school. Title I funds and building budgets will be used.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve Decatur Public Schools to enter into a contract with School Yard Rap as presented. This agreement will be on a school by school basis with principal approval. The participating schools are Johns Hill Magnet School, Harris Learning Academy, Hope Academy, Montessori Academy for Peace, Parsons Elementary School, Stephen Decatur Middle School and MacArthur High School.

School Yard Rap: Education Through Entertainment

[Website](#) | [Facebook](#) | [Twitter](#)

Supplemental curriculum - <https://vimeo.com/653921115/948cb58dad>

School performances - <https://www.youtube.com/watch?v=Wg61kAamaGM>

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

SYR Performance Contract

SYR PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of January 25, 2022 between Decatur Public Schools the "Operator") and School Yard Rap (the "Band") for the hiring of Band as independent contractors to perform (the "Show") for Operator at (the "Venue"), located at 101 W. Cerro Gordo Street, Decatur, IL 62523.

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be located at 5 school sites; the location of which are Johns Hill Magnet School, Harris Learning Center, Hope Academy, Montessori Academy for Peace, Parsons Elementary School, Stephen Decatur Middle School and MacArthur High School on the dates 1/31/22 - 2/2/22. Access to the curriculum will be for the duration of the 2021-2022 school year.
2. **Description of Show.** Shows will be a musical performance with content decided by Band. Show will consist of 60 minutes of music performance. An additional 30 minute show can be added if agreed upon by Band and Operator via email. Show will also include 365 day subscription access to Band's website, Schooyardrap.com, and all content therein.
3. **Payment.** Compensation for the Show and website access will be 75,000 dollars, payable by (together being the "Fee"). If district protocols allow, A 50% deposit of Fee is due 7 days after the signing of this contract. Upon receipt of the Fee, Band will provide passwords to access the website.
4. **Cancellation.** If full payment is not made by the time immediately prior to Band's Show, Show may be cancelled by Band, and Operator may not seek any damages. If Show is cancelled within 21 days of Show date, Operator must pay Band's full Fee.
5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.
6. **Band Guest Tickets.** If applicable to event, Operator will make available to Band 10 complimentary tickets to Show for Band to use at Band's sole discretion.
7. **Food and Drink.** Operator will provide Band with 6 bottles of water, Hot tea, and honey.
8. **Parking.** Operator will secure sufficient parking for Band's within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.
9. **Sound Systems Check.** A sound check conducted by Band of Venue's sound system is required, at a time to be mutually arranged between Band and Operator. The Venue agrees to have staffing in place for this sound check and at least one hour before venue doors open to audience for an additional sound and lighting checks to be conducted by the Band and its representatives.
10. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.
11. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.
12. **Arbitration settles disputes.** Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement or its subject matter, they will participate in good faith in mediation and agree to equally share all mediator fees. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration to be held in Los Angeles County, California, and to be governed by the Federal Arbitration Act ("FAA"). By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding

attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.

13. Severability. If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

14. Interpretation. Agreement will be interpreted according to the laws of California.

15. Riders. Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to Band, as judged by Band. All riders must be in writing and signed by the party against whom enforcement is sought.

16. Licensed Merchandise: Sale at venue of Artist-related merchandise.

- a. No licensed merchandise containing the likeness or personal identification of the Band and its affiliates may be sold in connection with the engagement without the advanced written permission of the promoter.
- b. The Band shall have the exclusive rights to commission and sell souvenir tour-specific items such as event programs, clothing and posters on the premises of the venue, getting 100% of net proceeds (after a specified concessionaire expense and applicable taxes are deducted).
- c. The Band shall receive 100% of all net proceeds of CD's and DVDs of recordings by the Band sold in connection with engagement(s).
- d. The Band shall receive 100% of net proceeds of other Band licensed merchandise carrying the likeness, images or audio of the Band.

The below-signed Band Representative warrants s/he has authority to inforceably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above).

Signature of Band Representative: *Brandon Brown* Jan 21 2022

Band's Representative typed name and title: Brandon Brown President

Operator's Representative Signature:

Operator's Representative typed name and title:

Brandon Brown

T: (323) 283- 1481

E: schoolyardrap@gmail.com



School Yard Rap LLC

Invoice No: SYR201
Date: 02/03/2022
Terms: NET 0
Due Date: 02/03/2022
Bill To: Decatur Public Schools
JDase@dps61.org, MBradford@dps61.org

Invoice

1785 E Palo Alto Ave
Fresno, CA, 93710
schoolyardrap@gmail.com
schoolyardrap.com
(323)283-1481

Description	Quantity	Rate	Amount
2022 Black History Bundle for the following schools:	7	\$15,000.00	\$105,000.00*

Johns Hills Magnet School
Harris Learning Center
Hope Academy
Montessori Academy for Peace
MacArthur High School
Parsons Elementary School
Stephen Decatur Middle School

60-minute + 30-minute school site performance utilizing our award-winning Black History content and videos.

One subscription to our Homeschool History content:

- 5 episodes of "Homeschool History" that teach about Black History in an engaging and informative fashion. *
- 5 episodes of "Homeschool History" that teach about Latinx History in an engaging and informative fashion *
- Worksheets, Note-catchers, and assessments for each episode
- Lexile level text sets for each episode (Elementary, middle, and high school median)
- 10 Lyric videos, each with a discussion prompt for teachers to maintain conversation well beyond Black History Month.
- 10 Lyric videos, each with a discussion prompt for teachers to maintain conversation well beyond Latinx/Hispanic History Month.

*Indicates non-taxable item

Payment Details

Thank you for your business!

All checks are payable to SchoolYard Rap. Overdue accounts subject to a service charge of 10% per 20 days overdue.

Subtotal	\$105,000.00
Total	\$105,000.00
Paid	\$0.00



Balance Due	\$105,000.00
--------------------	---------------------

Comments

Thank you for your business!

All checks payable to School Yard Rap. All electronic payments payable through Paypal: Griotb@schoollyardrap.com. Total due by specified date. Overdue accounts subject to a service charge of 10% per 20 days overdue.

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

DATE/TIME: January 11, 2022

4:00 PM

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

PRESENT: Dan Oakes, President
Alana Banks (arrived 4:23 PM)
Jason Dion
Al Scheider
Andrew Taylor, Vice President
Kevin Collins-Brown
Regan Lewis

STAFF: Board Secretary Melissa Bradford and Attorney Brian Braun

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

<u>TOPIC</u>	<u>DISCUSSION</u>	<u>ACTION</u>
Call for Closed Executive Session	President Oakes moved to 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, seconded by Vice President Taylor. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Lewis, Oakes, Collins-Brown, Taylor, Scheider, Dion Nay: None Absent: Banks (arrived 4:23 PM) Roll Call Vote: 6 Aye, 0 Nay, 1 Absent	Board moved to Closed Executive Session at 4:00 PM.
Return to Open Session	President Oakes moved to return to Open Session, seconded by Mr. Scheider. All were in favor.	Returned to Open Session at 6:02 PM.
Open Session Continued	President Oakes noted that the Board of Education had been in Closed Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, and discussion of 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 Oakes led the Pledge of Allegiance. President Oakes 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." Please note: The Board of Education had returned to "in-person" Board meetings while following the CDC guidelines regarding mask requirements and social distancing.	

TOPIC	DISCUSSION	ACTION
Approval of Agenda, January 11, 2022	Interim Superintendent Williams recommended the Board approve the January 11, 2022 Open Session Board Meeting Agenda as presented. Mrs. Lewis moved to approve the recommendation, seconded by Mr. Dion. All were in favor.	Agenda was approved as presented.
Public Participation	<p>President Oakes 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>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; ALL COMMENTS ARE REFERRED TO ADMINISTRATION. 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.</p> <p>Datrice Weather, Teacher at Hope Academy, spoke to the Board regarding how Old King's Orchard had opened its doors to students during the pandemic to help them be successful. At this time, she was teaching at Hope and invited Board Members to visit her classroom because their presence makes a difference.</p> <p>Jacob Jenkins, Community Member, spoke to the Board regarding (see attached) how he felt some staff had violated Board policies on racism and equity. He felt it was unethical for Bobbi Williams to be Chrissy Petitt's (DEA Union President) baby sitter. He asked how could Ms. Harris be removed when Jeff Dase was the supervisor of all seventeen schools and was there an investigation before the removal/demotion. Ms. Harris had five proficiencies. If there was no violation of the contract, there is no grievance.</p>	Information only.
Student Ambassadors Board Discussion	<p>None at this time.</p> <p>Interim Superintendent Williams, Angie Wetzel, Health Coordinator, and Attorney Brian Braun shared updates regarding COVID 19 and the changes from the CDC and IDPH. There was continued discussion on the ongoing changes.</p> <p>Dr. Collins-Brown noted that the move of the special education students from Muffley to Harris was adjusting well. He asked if the minutes (IEP etc.) would be met at their current placement. Kathy Horath, Director of Macon-Piatt Special Education District, replied yes, they will be met.</p>	<p>Information only.</p> <p>Information only.</p>

TOPIC	DISCUSSION	ACTION
Notice to Remedy	Interim Superintendent Williams recommended the Board adopt the Resolution regarding a Notice to Remedy for District Administrator Geneka Gully as presented. Ms. Banks moved to approve the recommendation, seconded by Vice President Taylor. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Dion, Lewis, Taylor, Scheider, Collins-Brown, Oakes Nay: None Abstain: Banks Roll Call Vote: 6 Aye, 0 Nay, 1 Abstain	Motion carried. Notice to Remedy for Geneka Gully was approved as presented.
Personnel Action Items	Interim Superintendent Williams recommended the Board approve the Personnel Action Items listed in the Memo from Jason Hood, Director of Human Resources, as presented. Vice President Taylor moved to approve the recommendation, seconded by Mrs. Lewis. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Lewis, Oakes, Banks, Collins-Brown, Taylor, Scheider, Dion Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	Motion carried. Personnel Action Items were approved as presented.
Employment of Chief School Business Official (CFO)	Interim Superintendent Williams recommended the Board approve the Employment of Dr. Michael Curry as the Chief School Business Official (CSBO)/Chief Operational Officer (CFO) as presented. Ms. Banks moved to approve the recommendation, seconded by Mr. Scheider. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Taylor, Collins-Brown, Dion, Scheider, Banks, Oakes, Lewis Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	Motion carried. Employment of Dr. Michael Curry as the CSBO/CFO was approved as presented.
Employment of Principal at Muffley Elementary School	Interim Superintendent Williams recommended the Board approve the Employment of Paul Ranstead as the Principal at Muffley Elementary School as presented. Dr. Collins-Brown moved to approve the recommendation, seconded by Mr. Scheider. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Scheider, Oakes, Collins-Brown, Dion, Banks, Lewis, Taylor Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	Motion carried. Employment of Paul Ranstead, Muffley was approved as presented.
Bid for the Southeast Demolition	Interim Superintendent Williams recommended the Board approve the Bid for the Southeast Demolition as presented. Ms. Banks moved to approve the recommendation, seconded by Vice President Taylor. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Banks, Dion, Oakes, Collins-Brown, Taylor, Lewis, Scheider Nay: None	Motion carried. Bid for the Southeast Demolition was approved as presented.

TOPIC	DISCUSSION	ACTION
	Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	
Bid for Stephen Decatur Middle School Bleachers	Interim Superintendent Williams recommended the Board approve the Bid for Stephen Decatur Middle School Bleachers as presented. Ms. Banks moved to approve the recommendation, seconded by Dr. Collins-Brown. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Oakes, Collins-Brown, Scheider, Lewis, Taylor, Dion, Banks Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	Motion carried. Bid for Stephen Decatur Middle School Bleachers was approved as presented.
Contract for Civil Engineering Services for Playgrounds	Interim Superintendent Williams recommended the Board approve the Contract for Civil Engineering Services for Playgrounds as presented. Mr. Dion moved to approve the recommendation, seconded by Ms. Banks. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Collins-Brown, Banks, Oakes, Lewis, Scheider, Taylor, Dion Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	Motion carried. Contract for Civil Engineering Services was approved as presented.
Purchase of MacBooks	Interim Superintendent Williams recommended the Board approve the Purchase of MacBooks as presented. Mr. Scheider moved to approve the recommendation, seconded by Dr. Collins-Brown. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Dion, Banks, Oakes, Lewis, Scheider, Taylor, Collins-Brown Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	Motion carried. Purchase of MacBooks was approved as presented.
Direct Digital Controls for Pershing and American Dreamer	Interim Superintendent Williams recommended the Board approve the Direct Digital Controls for Pershing Early Learning Center and American Dreamer STEM Academy as presented. Ms. Banks moved to approve the recommendation, seconded by Mrs. Lewis. Hearing no questions, President Oakes called for a Roll Call Vote: Aye: Lewis, Oakes, Banks, Collins-Brown, Taylor, Scheider, Dion Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent	Motion carried. Direct Digital Controls for Pershing and American Dreamer were approved as presented.
Consent Items	Interim Superintendent Williams recommended the Board approve the Consent Items as presented: A. Minutes: Open/Closed Session Meetings December 14, 2021 and Special Closed Session December 18, 2021 B. Freedom of Information Report	Consent Items were approved as presented.

____ TOPIC _____ DISCUSSION _____ ACTION _____

C. Bills

D. Learning Partner Contract between Houghton Mifflin Harcourt and Johns Hill Magnet School

E. Resolution Authorizing Recycling of Technology Equipment

F. Job Description: Itinerant Secretary (update)

G. Invoice Payment: Macon-Piatt Special Education District to Urbana School District

H. IMRF Resolution Authorizing the Agent of Records

I. Approval of School Board Policies (updates)

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

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

Aye: Taylor, Collins-Brown, Dion, Scheider, Banks, Oakes, Lewis

Nay: None

Roll Call Vote: 7 Aye, 0 Nay, 0 Absent

Announcements The Board of Education and Administration sends condolences to the families of: Information only.

Rosanna Frey, who passed away Wednesday, December 15, 2021. Mrs. Frey was the mother of Ray Frey, Facility Project Manager for Decatur Public Schools.

Renee Francine Copeland Saunches, who passed away Monday, December 27, 2021. Mrs. Saunches was a retired teacher from Decatur Public Schools.

Joan Merrill, who passed away Friday, January 07, 2022. Mrs. Merrill was a retired Teacher from Decatur Public Schools.

Important Dates

January 17 Dr. Martin Luther King Jr. Holiday
 – **NO SCHOOL and District Offices are Closed**
 26 District-wide Half Day of School for ALL Students
 – **Please call your home school for details, if needed**

Information only.

February 04 Interim Progress Reports

NEXT MEETING

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, January 25, 2022 at the Keil Administration Building.

Adjournment

President Oakes asked for a motioned to adjourn. Dr. Collins-Brown motioned, seconded by Vice President Taylor. All were in favor.

Board adjourned at 7:19 PM.

 Dan Oakes, President

 Melissa Bradford, Board Secretary

A Community Call to Action

"DPS 61 Must Be Stopped"

"A man dies when he refuses to stand up for that which is right. A man dies when he refuses to stand up for justice. A man dies when he refuses to take a stand for that which is true." Dr. King

2020-2021 Decatur District 61 Quick Stats (Facts) – Illinois Report Card Source

Percentage	Category
67.1%	Children of Color
71.6%	Low Income Students
18%	Students with IEPs
59%	Chronic Absenteeism
67.1%	Chronic Truant Students
49.2%	9 th Graders on Track to Graduate
73%	Graduation Rate
76.5%	Student Attendance

The above statistics are indicators of why the School to Prison Pipeline is advancing in Decatur and Macon County.

Did You Know?

Public schools in Decatur School District have an average math proficiency score of 8% (versus the Illinois Public Schools average of 32%), & reading proficiency score of 13% (versus the 38% statewide average).

RESOLUTION ON RACISM POLICY – On DPS61 website, signed 8/4/2020 by BOE

Resolution to declare racism is a public health crisis as it adversely impacts our students, families, staff & community at large.

1. Hostile work environment for African American Administrators/Staff
HR processes & procedures are questionable in disciplinary actions as it relates to minorities. White administrators are given support moving principals/staff sporadically and abruptly - What is happening to the education of our children? What about student achievement?

a. First semester 2021 school year:

2 African American Principals demoted

- Principal Geneka Gully
- Principal Stephanie Morgan-Harris

3 African American Administrators resigned

3 teachers quit at Hope Academy

20+ teachers transferred

2. How is BOE being transparent when they do not publish Superintendent finalist names in advance of virtual webinar?
3. Why did the school board and search firm actively seek out nontraditional candidates that would typically not be considered for these positions?
4. One of the two Superintendent finalists is NOT certified in the state of Illinois.
5. Why did the district move approximately 75 students to William Harris Alternative Academy without notifying over 150 parents over Holiday Break?
6. Why have black parents been denied proper due process and staff refused to give proper complaint forms?
7. Why was the student code of ethics consequences changed to be more severe without a progressive intervention?
8. Why has this district settled multiple racial discrimination lawsuits instead of addressing district wide systemic racism?
9. Why has black staff been rehired and used against other black staff to discipline and cover racial discrimination?
10. Why were 2 Black Principals moved in the first 90-100 days of their contract without due process, while White Principals were not moved even though their buildings had hundreds of calls to Decatur Police Department and were deemed extremely violent? For example, Stephen Decatur.
11. Why were Black staff fired for restraining a student while a White staff member was allowed to slam a black elementary student head on the desk? Both had charges dropped by the court or State's Attorney.
12. Why was Jeff Dase the Assistant Superintendent denied an interview for the job, even though he has the right credentials?

A Community Call to Action

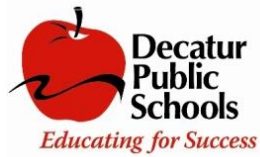
"DPS 61 Must Be Stopped"

We call upon every parent, church, civic organization, and members of the general public to take the following actions steps:

Action Steps

- **Demand the immediate resignation of Bobbi Williams, Todd Covault, Kathy Horath, Deanne Hillman and Board President Dan Oaks.**
- **Attend School Board Meetings and voice your concerns.**
- **Contact education proponent Senator Kimberly A. Lightford at 217-782-8505 and ask for an Education Hearing.**
- **Contact Speaker of the House Chris Welch at 708-450-1000 and ask for hearing on Racial Discrimination and Racial Disenfranchisement in Decatur Public Schools.**
- **Contact Matthew Snyder, Regional Superintendent at Macon-Piatt Regional Office of Education #39 at 217-872-3721.**
- **FOIA DPS by emailing mbradford@dps61.org.**
- **Contact the Illinois State Board of Education and ask that DPS 61 be placed under review for no less than 5 years.**
- **Post your stories on social media with the #nomoredps61**

We the people must act now, because tomorrow will be too late. The leadership of the district has shown the community, parents, and students that we don't matter. They are used to us showing up one time and waiting till it dies down. They must know that we will not, "Let This Die Down".



Board of Education Decatur Public School District #61

Date: January 25, 2022	Subject: Agreement between Decatur Public School District 61 and the Chicago Regional Council of Carpenters Apprentice and Training Program Pekin Campus
Initiated By: Ashley Grayned, Executive Director of Innovative Programs and Strategic Planning	Attachments: Agreement between Decatur Public School District 61 and the Chicago Regional Council of Carpenters Apprentice and Training Program Pekin Campus
Reviewed By: Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

The intent of this agreement is to reflect a multi-cultural, gender-neutral approach to combining hands-on carpentry training and project work with development of student decision-making skills, goal setting, and other employability skills.

CURRENT CONSIDERATIONS:

Approve Articulation Agreement with Chicago Regional Council of Carpenters.

FINANCIAL CONSIDERATIONS:

N/A

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Agreement between Decatur Public School District 61 and the Chicago Regional Council of Carpenters Apprentice and Training Program Pekin Campus as presented.

RECOMMENDED ACTION:

☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____

CHICAGO REGIONAL COUNCIL OF CARPENTERS

APPRENTICE & TRAINING PROGRAM PEKIN CAMPUS



Phone (309) 353-4232
Fax (309) 353-3853
904 BRENKMAN DRIVE
PEKIN, ILLINOIS 61554-551



ARTICULATION AGREEMENT

BETWEEN

Decatur Public School District 61
101 W. Cerro Gordo St.
Decatur, Illinois 62523

and

Chicago Regional Council of Carpenters Apprentice and Training Program Pekin Campus

This articulation agreement between Decatur Public School District 61 and the **Chicago Regional Council of Carpenters Apprentice and Training Program Pekin Campus** (CRCCATP-PC) enables high school graduates **who enrolled and completed the UBC Career Connections Program with Decatur Public School District 61 to receive direct entry as a registered apprentice with the CRCCATP-PC.**

This transfer credit may apply to the following diplomas or certificates.

DIPLOMAS:

CERTIFICATES:

Apprentice – Chicago Regional Council of Carpenters Apprentice and Training Program Pekin Campus

The intent of this agreement is to reflect a multi-cultural, gender neutral approach to combining hands-on carpentry training and project work with development of student decision making skills, goal setting, and other employability skills. Neither Decatur Public School District 61, nor the CRCCATP-PC will discriminate in their educational programs, activities, or employment policies against any students on the basis of that student's sex, race, national origin, creed, age, marital status, or disability. The parties further understand and agree that the Decatur Public School District 61 and its graduates receive a benefit under this Articulation Agreement by securing opportunities to learn from experts working in the carpentry field and accelerated apprentice entry into CRCCATP-PC. Likewise, the CRCCATP-PC benefits under this Articulation Agreement by securing increased numbers of qualified applicants for the

construction industry and employees of signatory employers.

This agreement is exclusive to Decatur Public School District 61 and the CRCCATP-PC, and no assurance is given that courses awarded credit through this agreement will transfer to any other post-secondary institution.

In agreement the CRCCATP-PC will supply the Decatur Public School District 61 the Career Connection text books to each student and teacher designated to teach the required curriculum.

The parties agree to the following articles:

1. All students desiring to earn articulated credit shall demonstrate achievement of the trade-specific competencies prescribed in the course materials.
2. Validation of the attained competencies must be provided.
3. Upon admittance to the CRCCATP-PC in a registered apprenticeship program, a student will submit a copy of his/her transcript which has been authenticated with his/her school seal, to Admissions as part of the credentialing process which will be used to grant appropriate credit and appropriately schedule the students.
4. This Articulation Agreement is subject to annual review by all parties of signature. Any changes mutually agreed to by the parties will be codified in writing and reflected in a new agreement. If no changes are deemed necessary by the parties in the annual review, continuance of this Agreement as outlined herein will remain in place and effect between the parties. Termination of the Agreement, for cause or without cause, shall require 30 days written advance notice by the party wishing to terminate the Agreement. Any written termination letter shall be addressed to the following:

CRCCATP-PC
Attn: Mr. Robert Swegle, Training Director
904 Brinkman Drive
Pekin, Illinois 61554

5. The parties understand and agree that the competencies outlined within this Articulation Agreement qualify and meet the Decatur Public School District 61 established curriculum. The competencies outlined within this Articulation Agreement may include or involve more in-depth study in some areas. Copies of both curriculum outlines are attached (high school and post-secondary programs).
6. As a component of this agreement, high school instructors will schedule at least one visit per year (preferably October or later) to the CRCCATP-PC apprenticeship training site. High school instructors will also schedule at least one classroom visit per year (at each grade level) by a representative of the CRCCATP-PC apprenticeship program.
7. Decatur Public School District 61 and the CRCCATP-PC recognize that utilization of qualified carpenters and millwrights for improvements and construction at the [insert name of school] furthers the purposes of this Articulation Agreement by promoting a trained, high quality workforce.
8. As a result, the Decatur Public School District 61 hereby confirms and agrees that while this Articulation Agreement is in effect between the parties, all bidders for carpentry and millwright construction, maintenance, repair, remodeling or renovation work to be performed at the Decatur Public School District 61 at an expense of \$25,000 or greater must meet the following criteria for consideration of an award of work:
 - a. The bidder must meet all job specifications;
 - b. The bidder must comply with all applicable laws prerequisite to doing business in the State of Illinois;
 - c. The bidder must be an active, current participant in apprenticeship and training with craft specific programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training; and
 - d. The bidder must provide and submit evidence of compliance with: Federal employer tax I.D. number or social security number registration; certificates of insurance indicating the bidder holds current general liability, workers compensation, completed operations, automobile, hazardous occupation, products liability and professional liability insurance coverages; the Equal Opportunity Employer provision; and the current "total package" construction wage payment rates as required for carpentry and millwright classifications pursuant to the Illinois Prevailing Wage Act and published by the Illinois Department of Labor.

This Articulation Agreement is hereby approved and agreed upon by the parties whose signatures appear below:

Superintendent, High School

Dated: _____

High School Principal

Dated: _____

High School Counselor

Dated: _____

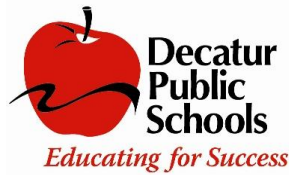
High School Technical Teacher

Dated: _____



Chicago Regional Council of Carpenters Apprentice and Training
Program Pekin Campus

Dated: December 21, 2021



Board of Education Decatur Public School District #61

Date: January 25, 2022	Subject: School Fundraiser – Pershing Early Learning Center
Initiated By: Sarah Knuppel, Principal, Pershing Early Learning Programs	Attachments: N/A
Reviewed By: Mary Ann Schloz, Assistant Director of Finance, Grants and Project and Bobbi Williams, Interim Superintendent	

BACKGROUND INFORMATION:

Illinois Statute 105 ILCS 5/10-20.21 (b-5) and Board Policy 4.60 requires that fundraisers that will generate more than \$1,000 be approved by the Board of Education.

Pershing Early Learning Center holds an annual spring fundraiser to raise funds for playground equipment, field trips not covered by grant funds, special presenters for students/teachers, parent workshops, and materials for students not covered by grant funds. A building-level committee manages the process from start to finish, volunteering their time to organize selling the materials, reconciling orders, preparing for parent pick-ups and assisting with deliveries to the parents. The fundraising is through Great American Opportunities (formerly Nestle Beich Candy). Pershing receives 50% of the sales.

CURRENT CONSIDERATIONS:

Although the fundraiser earnings vary each year based upon parent participation, Pershing estimates that this fundraiser will generate revenues in excess of \$5,000.

FINANCIAL CONSIDERATIONS:

There is no cost to the District. Revenues generated will be dispersed to the building activity accounts to support playground, student/parent activities, and the faculty staff account.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the fundraiser as presented in accordance with Board Policy 4:60.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____