

DECATUR PUBLIC SCHOOL DISTRICT #61
BOARD OF EDUCATION
AGENDA

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

July 21, 2020
5:00 PM Open Session
Closed Session Immediately Following
6:30 PM Open Session Continuing

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

Strategic Plan Mission:

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

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

The Board of Education Parameters that Guide Our Work:

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

IO 1.0 CALL TO ORDER – CALL FOR EXECUTIVE SESSION

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

Roll Call

IO 2.0 PLEDGE OF ALLEGIANCE

AI 3.0 APPROVAL OF AGENDA, JULY 21, 2020

AI 4.0 ROLL CALL ACTION ITEM

- A. Adopt the Tentative Collective Bargaining Agreement July 2019 – June 2023 between the Decatur Public School District #61 Board of Education and the Decatur Federation of Teaching Assistants (DFTA) Local #4324, Illinois Federation of Teachers American Federation of Teachers, AFL-CIO

DI 5.0 BOARD AND/OR OTHER COMMITTEE REPORTS

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

BOARD DISCUSSION

- Racism Resolution
- Real Estate

IO 6.0 SUPERINTENDENT’S REPORT

- A. First Read: School Board Policies
- B. Update on Timeline for Decatur Public School District 61 Fall 2020 Re-opening Plan (**S1**)

AI 7.0 ROLL CALL ACTION ITEMS

- A. Personnel Action Items (**S4**)
- B. Purchases of Quaver Ed Licenses for K-8 Music Teachers (**S1, S4**)
- C. Verizon Wireless Hotspots (**S1**)
- D. Authorize Purchase of Employee and Student Masks

AI 8.0 CONSENT ITEMS

- A. Minutes: Special Open Meeting July 01, 2020 and Open/Closed Meetings July 07, 2020
- B. Financial Conditions Report
- C. Treasurer’s Report
- D. Blackboard Website and ParentLink Mass Notification System One (1) Year Renewal Agreement
- E. JAMF Mobile Device Management Software Renewal (**S1**)
- F. First Class Educator, LLC Educational Equity Consulting Proposal (**S4**)
- G. Intergovernmental Two (2) Year Lease Agreement between Decatur Public School District 61 and Richland Community College for the PreK Programs (**S1**)
- H. Contract with Illinois State Historic Preservation Officer regarding the Demolition of Johns Hill

IO 9.0 PUBLIC PARTICIPATION

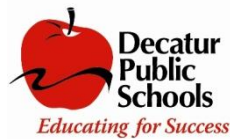
- Identify oneself and be brief.
- Comments should be limited to 3 minutes.

IO 10.0 IMPORTANT DATES

NEXT MEETING

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, August 04, 2020 at the Keil Administration Building.

11.0 ADJOURNMENT



Board of Education Decatur Public School District #61

Date: July 21, 2020	Subject: Approval of the Tentative Collective Bargaining Agreement for the Decatur Federation of Teaching Assistants (DFTA)
Initiated By: Deanne Hillman, Director of Human Resources	Attachments: PPT: DFTA Contract Ratification
Reviewed By: Dr. Todd Covault, Chief Operational Officer, and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The current Decatur Federation of Teaching Assistants (DFTA) contract expired on June 30, 2019. Details will be provided after ratification and preparation of contract documents.

CURRENT CONSIDERATIONS:

The tentative agreement will be implemented from July 1, 2019 through June 30, 2023.

FINANCIAL CONSIDERATIONS:

The financial obligations in this contract will be accounted for in the appropriate future budget.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the Tentative Collective Bargaining Agreement July 2019 – June 2023 between the Decatur Public School District #61 Board of Education and the Decatur Federation of Teaching Assistants (DFTA) Local #4324, Illinois Federation of Teachers, American Federation of Teachers, AFL-CIO as presented.

RECOMMENDED ACTION:

☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____



**Decatur
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JULY 21, 2020

CONTRACT RATIFICATION



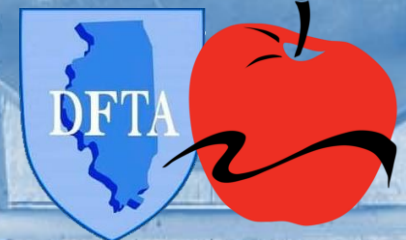
THANK YOU, TEAMS!

DFTA Negotiating Team

- Michelle Mitchell
- Paula Busboom
- Iisha Dean
- Corletta Murray
- Charles Weigel
- Teri Towler
- Jon Nadler

DPS Negotiating Team

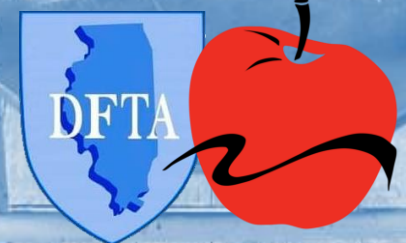
- Regan Lewis
- Dan Oakes
- Dr. Todd Covault
- Deanne Hillman
- Kathleen Horath
- Diana Hotwick



CONTRACT HIGHLIGHTS

For 271 members of the Decatur Federation of Teaching Assistants

- Four-year agreement, effective July 1, 2019 – June 30, 2023
- Typical increases each of the next three years, including wages and health insurance offset:
 - 2020-21: \$2.25/hour
 - 2021-22: \$1.00/hour
 - 2022-23: \$1.00/hour
- Same standard health insurance plans as provided to teachers; maintenance and security staff; custodians; Teamsters; and all non-union groups, including principals and administrators
- Worked through contract language around reduction in force





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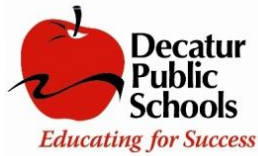
Educating for Success



JULY 21, 2020

QUESTIONS?





Board of Education Decatur Public School District #61

Date: July 21, 2020	Subject: Updates to School Board Policies – First Reading
Initiated By: Todd Covault, EdD, Chief Operational Officer	Attachments: Updated Policies <ul style="list-style-type: none">• Section 02 – School Board• Section 04 – Operational Services• Section 07 – Students
Reviewed By: Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The Board Policy Committee regularly reviews Policies to make adjustments based on the Illinois Association School Boards PRESS recommendations, current practices, needed changes to practices, and updates to reflect changes associated with new laws. The policies are reviewed by the Board Policy Committee and the best corresponding administrator(s).

CURRENT CONSIDERATIONS:

The following policies have recommended changes from the June 2020 PRESS release, and are being presented as a first reading:

- 2:220 – *School Board – School Board Meeting Procedure*
 - Policy, Legal, and Cross References updated in response to amendments to the Open Meetings Act (OMA)
- 4:180 – *Operational Services – Pandemic Preparedness: Management; and Recovery*
 - Policy renamed
 - Legal and Cross References updated in response to General Assembly, the Illinois State Board of Education (ISBE), Illinois Attorney General, and the U.S. Department of Education taking a number of actions and/or issuing guidance documents to address the ongoing COVID-19 pandemic as it affects public school operations and student learning
- 7:40 – *Students – Nonpublic School Students, Including Parochial and Home-Schooled Students*
 - Recommending to remove outdated District added language (highlighted text) that does not align with PRESS
 - Other updates are in response to a five-year review
- 7:190 – *Students – Student Behavior*
 - Policy and Legal References are updated in response to new ISBE permanent rules governing the use of time out, isolated time out, and physical restraint

- 7:340 – *Students – Student Records*
 - Policy updated with continuous improvement changes based on feedback from the Illinois Council of School Attorneys
 - Legal References updated to include reference to 105 ILCS 85/.
 - Cross References updated to reflect new policy 7:345 – *Use of Educational Technologies; Student Data Privacy and Security*
- 7:345 – *Students – Use of Educational Technologies; Student Data Privacy and Security*
 - New recommended policy created to facilitate implementation of 105 ILCS 85/, which requires Districts to take a number of actions to protect online student data and to share general information about how student data is used.

FINANCIAL CONSIDERATIONS:

N/A

STAFF RECOMMENDATION:

The updated policies are being presented for information only. The policies will be updated to reflect Board guidance and brought back at the August 04, 2020 Board meeting for consideration of approval.

RECOMMENDED ACTION:

_____ Approval
 __X__ Information
 _____ Discussion

BOARD ACTION: _____

School Board**School Board Meeting Procedure****Agenda**

The School Board President is responsible for focusing the Board meetings agendas on appropriate content. The Superintendent shall prepare agendas in consultation with the Board President. The President shall designate a portion of the agenda as a consent agenda for those items that usually do not require extensive discussion before Board action. Upon the request of any Board member, an item will be withdrawn from the consent agenda and placed on the regular agenda for independent consideration.

Each Board meeting agenda shall contain the general subject matter of any item that will be the subject of final action at the meeting. Items submitted by Board members to the Superintendent or the President shall be placed on the agenda for an upcoming meeting. District residents may suggest inclusions for the agenda. The Board will take final action only on items contained in the posted agenda; items not on the agenda may still be discussed.

The Superintendent shall provide a copy of the agenda, with adequate data and background information, to each Board member at least 48 hours before each meeting, except a meeting held in the event of an emergency. The meeting agenda shall be posted in accordance with Board policy 2:200, *Types of School Board Meetings*.

The Board President shall determine the order of business at regular Board meetings. Upon consent of a majority of members present, the regular order of business at any meeting may be changed.

Voting Method

Unless otherwise provided by law, when a vote is taken upon any measure before the Board, with a quorum being present, a majority of the votes cast shall determine its outcome. A vote of *abstain* or *present*, or a vote other than *yea* or *nay*, or a failure to vote, is counted for the purposes of determining whether a quorum is present. A vote of *abstain* or *present*, or a vote other than *yea* or *nay* or a failure to vote, however, is not counted in determining whether a measure has been passed by the Board, unless otherwise stated in law.

The sequence for casting votes shall be rotated.

On all questions involving the expenditure of money and on all questions involving the closing of a meeting to the public, a roll call vote shall be taken and entered in the Board's minutes. An individual Board member may request that a roll call vote be taken on any other matter; the President or other presiding officer may approve or deny the request but a denial is subject to being overturned by a majority vote of the members present.

Minutes

The Board Secretary shall keep written minutes of all Board meetings (whether open or closed), which shall be signed by the President and the Secretary.

The minutes include:

1. The meeting's date, time, and place;
2. Board members recorded as either present or absent;
3. A summary of the discussion on all matters proposed, deliberated, or decided, and a record of any votes taken;
4. On all matters requiring a roll call vote, a record of who voted *yea* and *nay*;
5. If the meeting is adjourned to another date, the time and place of the adjourned meeting;
6. The vote of each member present when a vote is taken to hold a closed meeting or portion of a meeting and the reason for the closed meeting with a citation to the specific exception contained in the Open Meetings Act ([OMA](#)) authorizing the closed meeting;
7. A record of all motions, including individuals making and seconding motions;
8. Upon request by a Board member, a record of how he or she voted on a particular motion; and
9. The type of meeting, including any notices and, if a reconvened meeting, the original meeting's date.

The minutes shall be submitted to the Board for approval or modification at its next regularly scheduled open meeting. Minutes for open meetings must be approved within 30 days after the meeting or at the second subsequent regular meeting, whichever is later.

At least semi-annually in an open meeting, the Board: (1) reviews minutes from all closed meetings that are currently unavailable for public release, and (2) decides which, if any, no longer require confidential treatment and are available for public inspection. The Board may meet in a prior closed session to review the minutes from closed meetings that are currently unavailable for public release.

The Board meeting minutes must be submitted to the Board Treasurer at such times as the Treasurer may require.

The official minutes are in the custody of the Board Secretary. Open meeting minutes are available for inspection during regular office hours within 10 days after the Board's approval; they may be inspected in the District's main office, in the presence of the Secretary, the Superintendent or designee, or any Board member.

Minutes from closed meetings are likewise available, but only if the Board has released them for public inspection (1) in the District's administrative offices or their official storage location, and (2) in the presence of the Recording Secretary, the Superintendent or designated administrator, or any elected Board member. The minutes, whether reviewed by members of the public or the Board, shall not be removed from the District's administrative offices or their official storage location except by vote of the Board or by court order.

The Board's open meeting minutes shall be posted on the District website within ten days after the Board approves them; the minutes will remain posted for at least 60 days.

Verbatim Record of Closed Meetings

The Superintendent, or the Board Secretary when the Superintendent is absent, shall audio record all closed meetings. If neither is present, the Board President or presiding officer shall assume this responsibility. After the closed meeting the person making the audio recording shall label the recording with the date and store it in a secure location. The Superintendent shall ensure that: (1) an audio recording device and all necessary accompanying items are available to the Board for every closed meeting, and (2) a secure location for storing closed meeting audio recordings is maintained close to the Boards' regular meeting location.

After 18 months have passed since being made, the audio recording of a closed meeting is destroyed provided the Board approved: (1) its destruction, and (2) minutes of the particular closed meeting.

Individual Board members may listen to verbatim recordings in the presence of the Recording Secretary, the Superintendent or designated administrator, or any elected Board member. Access to the verbatim recordings is available at the District's administrative offices or the verbatim recording's official storage location. Requests shall be made to the Superintendent or Board President. While a Board member is listening to a verbatim recording, it shall not be re-recorded or removed from the District's Main office or official storage location, except by vote of the Board or by court order.

Before making such requests, Board members should consider whether such requests are germane to their responsibilities, service to District, and/or Oath of Office in policy 2:80, *Board Member Oath and Conduct*. In the interest of encouraging free and open expression by Board members during closed meetings, the recordings of closed meetings should not be used by Board members to confirm or dispute the accuracy of recollections.

Quorum and Participation by Audio or Video Means

A quorum of the Board must be physically present at all Board meetings. A majority of the full members of the Board constitutes a quorum.

Provided a quorum is physically present, a Board member may attend a meeting by video or audio conference if he or she is prevented from physically attending because of: (1) personal illness or disability (2) employment or District business, or (3) a family or other emergency. If a member wishes to attend a meeting by video or audio means, he or she must notify the recording secretary or Superintendent before the meeting. The recording secretary or Superintendent will inform the Board President and make appropriate arrangements. A Board member, who attends a meeting by audio or video means, as provided in this policy, may participate in all aspects of the Board meeting including voting on any item.

No Physical Presence of Quorum and Participation by Audio or Video; Disaster Declaration

The ability of the Board to meet in person with a quorum physically present at its meeting location may be affected by the Governor or the Director of the Ill. Dept. of Public Health issuing a disaster declaration related to a public health emergency. The Board President or, if the office is vacant or the President is absent or unable to perform the office's duties, the Vice President determines that an in-person meeting or a meeting conducted under the **Quorum and Participation by Audio or Video Means** subhead above, is not practical or prudent because of the disaster declaration; if neither the President nor Vice President are present or able to perform this determination the Superintendent shall serve as the duly authorized designee for purposes of making this determination.

The individual who makes this determination for the Board shall put it in writing, include it on the Board's published notice and agenda for the audio or video meeting and in the meeting minutes, and ensure that the Board meets every OMA requirement for the Board to meet by video or audio conference without the physical presence of a quorum.

Rules of Order

Unless State law or Board-adopted rules apply, The Board President, as the presiding officer, will use Robert's Rules of Order Newly Revised (11th Edition), as a guide when a question arises concerning procedure.

Broadcasting and Recording Board Meetings

Any person may record or broadcast an open Board. Special requests to facilitate recording or broadcasting an open Board meeting, such as seating, writing surfaces, lighting, and access to electrical power, should be directed to the Superintendent at least 24 hours before the meeting.

Recording meetings shall not distract or disturb Board members, other meeting participants, or members of the public. The Board President may designate a location for recording equipment, may restrict the movements of individuals who are using recording equipment, or may take such other steps as are deemed necessary to preserve decorum and facilitate the meeting.

LEGAL REF.: 5 ILCS 120/2a, 120/2.02, 120/2.05, ~~and 120/2.06~~, and 120/7.
105 ILCS 5/10-6, 5/10-7, 5/10-12 and 5/10-16.

CROSS REF.: 2:80 (Board Member Oath and Conduct), 2:150 (Committees), 2:200 (Types of School Board Meetings), ~~2:150 (Committees)~~, 2:210 (Organizational School Board Meeting), 2:230 (Public Participation at School Board Meetings and Petitions to the Board)

ADOPTED: May 27, 1997

REVISED: October 28, 1997
July 25, 2000
April 14, 2009
August 26, 2014
December 13, 2016
December 10, 2019

Operational Services

Pandemic Preparedness: Management and Recovery

The Board of Education recognizes that the District will play an essential role along with the local health department and emergency management agencies in protecting the public's health and safety ~~if an influenza pandemic occurs during a pandemic. Pandemic influenza is a worldwide outbreak of a virus for which there is little or no natural immunity and no vaccine; it spreads quickly to people who have not been previously exposed to the new virus.~~

A pandemic is a global outbreak of disease. Pandemics happen when a new virus emerges to infect individuals and, because there is little to no pre-existing immunity against the new virus, it spreads sustainably.

To prepare the School District community for a pandemic, the Superintendent or designee shall: (1) learn and understand the roles that the federal, State, and local government ~~function would play in an epidemic~~; (2) form a pandemic planning team consisting of appropriate District personnel and community members to identify priorities and oversee the development and implementation of a comprehensive pandemic ~~influenza~~ school action plan; and (3) build awareness of the final plan among staff, students, and community.

Emergency School Closing

In the case of a pandemic, ~~the Governor may declare a disaster due to a public health emergency that may affect any decision for an emergency school closing. Decisions for an emergency school closing will be made by the Superintendent in consultation with and, if necessary, at the direction of the Governor, Ill. Dept. of Public Health, District's local health department, emergency management agencies, and/or Regional Office of Education. any decision for an emergency school closing will be made by the Superintendent or designee in consultation with and, if necessary, at the direction of the District's local health department, emergency management agencies, and Regional Office of Education.~~

During an emergency school closing, the Board President and the Superintendent may, to the extent the emergency situation allows, examine existing Board policies pursuant to Policy 2:240, *Board Policy Development*, and recommend to the Board for consideration any needed amendments or suspensions to address mandates that the District may not be able to accomplish or implement due to a pandemic.

Board Meeting Procedure: No Physical Presence of Quorum and Participation by Audio or Video

A disaster declaration related to a public health emergency may affect the Board's ability to meet in person and generate, a quorum of members who are physically present at the location of a meeting. Policy 2:220, *School Board Meeting Procedure*, governs Board meetings by video or audio conference without the physical presence of a quorum.

Payment of Employee Salaries During Emergency School Closures

The Superintendent shall consult with the Board to determine the extent to which continued payment of salaries and benefits will be made to the District's employees, pursuant to Board policies 3:40, *Superintendent*, 3:50, *Administrative Personnel Other Than the Superintendent*, 5:35, *Compliance with the Fair Labor Standards Act*, 5:200, *Terms and Conditions of Employment and Dismissal*, and 5:270, *Employment At-Will, Compensation, and Assignment*, and consistent with (1) applicable laws, regulations, federal or State or local emergency declarations, executive orders, and agency directives; (2) collective bargaining agreements and any bargaining obligations; and (3) the terms of any grant under which an employee is being paid.

Suspension of In-Person Instruction; Remote and/or Blended Remote Learning Day Plan(s)

When the Governor declares a disaster due to a public health emergency pursuant to 20 ILCS 3305/7, and the State Superintendent of Education declares a requirement for the District to use *Remote Learning Days* or *Blended Remote Learning Days*, the Superintendent shall approve and present to the Board for adoption a Remote and/or Blended Remote Learning Day Plan (Plan) that:

1. Recommends to the Board for consideration any suspensions or amendments to curriculum-related policies to reduce any Board-required graduation or other instructional requirements in excess of minimum curricular requirements specified in School Code that District may not be able to provide due to the pandemic;
2. Implements the requirements of 105 ILCS 5/10-30; and
3. Ensures a plan for periodic review of and/or amendments to the Plan when needed and/or required by statute, regulation, or State guidance.

LEGAL REF.: 105 ILCS 5/10-16.7 and 5/10-20.5, ~~5/10-20.56~~, and 5/10-30.
~~5 ILCS 120/2.01 and 120/7(e), Open Meetings Act~~
~~20 ILCS 2305/2(b), Ill. Dept. of Public Health Act (Part 1).~~
~~20 ILCS 3305/, Ill. Emergency Management Agency Act.~~
~~115 ILCS 5/, Ill. Educational Labor Relations Act.~~
~~Ill. Dept. of Public Health Act (Part 1), 20 ILCS 2305/2(b).~~
~~Ill. Emergency Management Agency Act, 20 ILCS 3305.~~
~~Ill. Educational Labor Relations Act, 115 ILCS 5.~~

CROSS REF.: 1:20 (District Organization, Operations, and Cooperative Agreements), 2:20 (Powers and Duties of the School Board), 2:220 (School Board Meeting Procedure), 2:240 (Board Policy Development), 3:40 (Superintendent), 3:50 (Administrative Personnel Other Than the Superintendent), 3:70 (Succession of Authority), 4:170 (Safety), 5:35 (Compliance with the Fair Labor Standards Act), 5:200 (Terms and Conditions of Employment and Dismissal), 5:270 (Employment At-Will, Compensation, and Assignment), 6:20 (School year Calendar and Day), 6:60 (Curriculum Content), 6:300 (Graduation

Requirements), 7:90 (Release During School Hours), 8:100 (Relations with Other Organizations and Agencies)

ADOPTED: May 27, 2008
REVISED: May 22, 2012
August 5, 2014
May 23, 2017

Students

Nonpublic School Students, Including Parochial and Home-Schooled Students

Part-Time Attendance

The District accepts nonpublic school students, including parochial and home-schooled students, who live within the District for part-time attendance in the District's regular education program on a space-available basis. Requests for part-time attendance must be submitted to the Building Principal of the school in the school attendance area where the student resides. All requests for attendance in the following school year must be submitted before May 1.

A student accepted for partial enrollment must comply with all discipline and attendance requirements established by the school. He or she may participate in any co-curricular activity associated with a District class in which he or she is enrolled. The parent(s)/guardian(s) of a student accepted for partial enrollment must pay all fees, pro-rated on the basis of a percentage of full-time fees. ~~Parochial schools, that allow students to enroll on a part-time basis in both the parochial school and the Technical Academy, are responsible for the portion of the Technical Academy tuition that is not reimbursed from General State Aid based upon the prior year calculation.~~ Transportation to and/or from school is provided on regular bus routes to or from a point on the route nearest or most easily accessible to the nonpublic school or student's home. This transportation shall be on the same basis as the District provides transportation for its full-time students. Transportation on other than established bus routes is the responsibility of the parent(s)/guardian(s).

Students with a Disability

The District accepts for part-time attendance those children for whom it has been determined that special education services are needed, are enrolled in nonpublic schools, and otherwise qualify for enrollment in the District. Requests must be submitted by the student's parent/guardian. Special educational services shall be provided to such students as soon as possible after identification, evaluation, and placement procedures provided by State law, but no later than the beginning of the next school semester following the completion of such procedures. Transportation for such students shall be provided only if required in the child's individualized educational program on the basis of the child's disabling condition or as the special education program location may require.

Extracurricular Activities, Including Interscholastic Competition

A nonpublic school student is eligible to participate in: (1) interscholastic competition provided his or her participation adheres to the regulations established by any association in which the School District maintains a membership, and (2) non-athletic extracurricular activities, provided the student attends a District school for at least one-half of the regular school day, excluding lunch. A nonpublic student who participates in an extracurricular activity is subject to all policies, regulations, and rules that are applicable to other participants in the activity.

Assignment When Enrolling Full-Time in a District School

Grade placement by, and academic credits earned at, a nonpublic school will be accepted if the

school has a Certificate of Nonpublic School Recognition from the Illinois State Board of Education, or, if outside Illinois, if the school is accredited by the state agency governing education.

A student who, after receiving instruction in a non-recognized or non-accredited school, enrolls in the District will: (1) be assigned to a grade level according to academic proficiency, and/or (2) have academic credits recognized by the District if the student demonstrates appropriate academic proficiency to the school administration. Any portion of a student's transcript relating to such instruction will not be considered for placement on the honor roll or computation in class rank.

Notwithstanding the above, recognition of grade placement and academic credits awarded by a nonpublic school is at the sole discretion of the District. All school and class assignments will be made according to School Board policy 7:30, *Student Assignment and Intra-District Transfer*, as well as administrative procedures implementing this policy.

LEGAL REF.: 105 ILCS 5/10-20.24 and 5/14-6.01.

CROSS REF.: 4:110 (Transportation), 6:170 (Title I Programs), 6:190 (Extracurricular and Co- Curricular Activities), 6:320 (High School Credit for Proficiency), 7:30 (Student Assignment and Intra-District Transfer), 7:300 (Extracurricular Athletics)

ADOPTED: March 25, 1997

REVISED: November 8, 2005
January 8, 2013
August 6, 2013
February 24, 2015
October 13, 2015

Students

Student Behavior

The goals and objectives of this policy are to provide effective discipline and practices that: (1) ensure the safety and dignity of students and staff; (2) maintain a positive, weapons-free, and drug-free learning environment; (3) keep school property and the property of others secure; (4) address the causes of a student's misbehavior and provide opportunities for all individuals involved in an incident to participate in its resolution; and (5) teach students positive behavioral skills to become independent, self-disciplined citizens in the school community and society.

When and Where Conduct Rules Apply

A student is subject to disciplinary action for engaging in *prohibited student conduct*, as described in the section with that name below, whenever the student's conduct is reasonably related to school or school activities, including, but not limited to:

1. On, or within sight of, school grounds before, during, or after school hours or at any time;
2. Off school grounds at a school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school;
3. Traveling to or from school or a school activity, function, or event; or
4. Anywhere, if the conduct interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including, but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member, or (b) endanger the health or safety of students, staff, or school property.

Prohibited Student Conduct

The school administration is authorized to discipline students for gross disobedience or misconduct, including but not limited to:

1. Using, possessing, distributing, purchasing, or selling tobacco or nicotine materials, including without limitation, electronic cigarettes.
2. Using, possessing, distributing, purchasing, or selling alcoholic beverages. Students who are under the influence of an alcoholic beverage are not permitted to attend school or school functions and are treated as though they had alcohol in their possession.
3. Using, possessing, distributing, purchasing, selling, or offering for sale:
 - a. Any illegal drug or controlled substance, or cannabis (including marijuana, hashish, and medical cannabis unless the student is authorized to be administered a medical cannabis infused product under *Ashley's Law*).
 - b. Any anabolic steroid unless being administered in accordance with a physician's or licensed practitioner's prescription.

- c. Any performance-enhancing substance on the Illinois High School Association's most current banned substance list unless administered in accordance with a physician's or licensed practitioner's prescription.
- d. Any prescription drug when not prescribed for the student by a physician or licensed practitioner, or when used in a manner inconsistent with the prescription or prescribing physician's or licensed practitioner's instructions. The use or possession of medical cannabis, even by a student for whom medical cannabis has been prescribed, is prohibited unless the student is authorized to be administered a medical cannabis infused product under *Ashley's Law*.
- e. Any inhalant, regardless of whether it contains an illegal drug or controlled substance: (a) that a student believes is, or represents to be capable of, causing intoxication, hallucination, excitement, or dulling of the brain or nervous system; or (b) about which the student engaged in behavior that would lead a reasonable person to believe that the student intended the inhalant to cause intoxication, hallucination, excitement, or dulling of the brain or nervous system. The prohibition in this section does not apply to a student's use of asthma or other legally prescribed inhalant medications.
- f. Any substance inhaled, injected, smoked, consumed, or otherwise ingested or absorbed with the intention of causing a physiological or psychological change in the body, including without limitation, pure caffeine in tablet or powered form.
- g. "Look-alike" or counterfeit drugs, including a substance that is not prohibited by this policy, but one: (a) that a student believes to be, or represents to be, an illegal drug or controlled substance; or other substance that is prohibited by this policy; or (b) about which a student engaged in behavior that would lead a reasonable person to believe that the student expressly or impliedly represented to be an illegal drug or controlled substance, or other substance that is prohibited by this policy.
- h. Drug paraphernalia, including devices that are or can be used to: (a) ingest, inhale, or inject cannabis or controlled substances into the body; and (b) grow, process, store, or conceal cannabis or controlled substances.

Students who are under the influence of any prohibited substance are not permitted to attend school or school functions and are treated as though they had the prohibited substance, as applicable, in their possession.

- 4. Using, possessing, controlling, or transferring a "weapon" as that term is defined in the **Weapons** section of this policy, or violating the **Weapons** section of this policy.
- 5. Using or possessing an electronic paging device. Using a cellular telephone, video recording device, personal digital assistant (PDA), or other electronic device in any manner that disrupts the educational environment or violates the rights of others, including using the device to take photographs in locker rooms or bathrooms, cheat, or otherwise violate student conduct rules.

Prohibited conduct specifically includes, without limitation, creating, sending, sharing, viewing, receiving, or possessing an indecent visual depiction of oneself or another person through the use of a computer, electronic communication device, or cellular phone. Unless otherwise banned under this policy or by the Building Principal, all electronic devices must be kept powered-off and out-of-sight during the regular school day unless: (a) the supervising teacher grants permission; (b) use of the device is provided in a student's individualized education program (IEP); or (c) it is used during the student's lunch period, or (d) it is needed in an emergency that threatens the safety of students, staff, or other individuals.

6. Using or possessing a laser pointer unless under a staff member's direct supervision and in the context of instruction.
7. Disobeying rules of student conduct or directives from staff members or school officials. Examples of disobeying staff directives include refusing a District staff member's request to stop, present school identification, or submit to a search.
8. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, and wrongfully obtaining test copies or scores.
9. Engaging in hazing or any kind of bullying or aggressive behavior that does physical or psychological harm to a staff person or another student, or urging other students to engage in such conduct. Prohibited conduct specifically includes, without limitation, any use of violence, intimidation, force, noise, coercion, threats, stalking, harassment, sexual harassment, public humiliation, theft or destruction of property, retaliation, hazing, bullying, bullying using a school computer or a school computer network, or other comparable conduct.
10. Engaging in any sexual activity, including without limitation, offensive touching, sexual harassment, indecent exposure (including mooning), and sexual assault. This does not include the non-disruptive: (a) expression of gender or sexual orientation or preference, or (b) display of affection during non-instructional time.
11. Teen dating violence, as described in Board policy 7:185, *Teen Dating Violence Prohibited*.
12. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's personal property.
13. Entering school property or a school facility without proper authorization.
14. In the absence of a reasonable belief that an emergency exists, calling emergency responders (such as calling 911); signaling or setting off alarms or signals indicating the presence of an emergency; or indicating the presence of a bomb or explosive device on school grounds, school bus, or at any school activity.

15. Being absent without a recognized excuse; State law and School Board policy regarding truancy control will be used with chronic and habitual truants.
16. Being involved with any public school fraternity, sorority, or secret society, by: (a) being a member; (b) promising to join; (c) pledging to become a member; or (d) soliciting any other person to join, promise to join, or be pledged to become a member.
17. Being involved in gangs or gang-related activities, including displaying gang symbols or paraphernalia.
18. Violating any criminal law, including but not limited to, assault, battery, arson, theft, gambling, eavesdropping, and hazing.
19. Making an explicit threat on an Internet website against a school employee, a student, or any school-related personnel if the Internet website through which the threat was made is a site that was accessible within the school at the time the threat was made or was available to third parties who worked or studied within the school grounds at the time the threat was made, and the threat could be reasonably interpreted as threatening to the safety and security of the threatened individual because of his or her duties or employment status or status as a student inside the school.
20. Operating an unmanned aircraft system (UAS) or drone for any purpose on school grounds or at any school event unless granted permission by the Superintendent or designee.
21. Engaging in any activity, on or off campus, that interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

For purposes of this policy, the term “possession” includes having control, custody, or care, currently or in the past, of an object or substance, including situations in which the item is: (a) on the student’s person; (b) contained in another item belonging to, or under the control of, the student, such as in the student’s clothing, backpack, or automobile; (c) in a school’s student locker, desk, or other school property; or (d) at any location on school property or at a school-sponsored event.

Efforts, including the use of early intervention and progressive discipline, shall be made to deter students, while at school or a school-related event, from engaging in aggressive behavior that may reasonably produce physical or psychological harm to someone else. The Superintendent or designee shall ensure that the parent/guardian of a student who engages in aggressive behavior is notified of the incident. The failure to provide such notification does not limit the Board’s authority to impose discipline, including suspension or expulsion, for such behavior.

No disciplinary action shall be taken against any student that is based totally or in part on the refusal of the student's parent/guardian to administer or consent to the administration of psychotropic or psychostimulant medication to the student.

Disciplinary Measures

School officials shall limit the number or duration of expulsions and out-of-school suspensions to the greatest extent practicable, and, where practicable and reasonable, shall consider forms of non-exclusionary discipline before using out-of-school suspensions or expulsions. School personnel shall not advise or encourage students to drop out voluntarily due to behavioral or academic difficulties. Potential disciplinary measures include, without limitation, any of the following:

1. Notifying parent(s)/guardian(s).
2. Disciplinary conference.
3. Withholding of privileges.
4. Temporary removal from the classroom.
5. Return of property or restriction for lost, stolen, or damaged property.
6. In-school suspension. The Building Principal or designee shall ensure that the student is properly supervised.
7. After-school study or Saturday study provided the student's parent/guardian has been notified. If transportation arrangements cannot be agreed upon, an alternative disciplinary measure must be used. The student must be supervised by the detaining teacher or the Building Principal or designee.
8. Community service with local public and nonprofit agencies that enhances community efforts to meet human, educational, environmental, or public safety needs. The District will not provide transportation. School administration shall use this option only as an alternative to another disciplinary measure, giving the student and/or parent/guardian the choice.
9. Seizure of contraband; confiscation and temporary retention of personal property that was used to violate this policy or school disciplinary rules.
10. Suspension of bus riding privileges in accordance with Board policy 7:220, *Bus Conduct*.
11. Out-of-school suspension from school and all school activities in accordance with Board policy 7:200, *Suspension Procedures*. A student who has been suspended may also be restricted from being on school grounds and at school activities.
12. Expulsion from school and all school activities for a definite time period not to exceed 2 calendar years in accordance with Board policy 7:210, *Expulsion Procedures*. A student

who has been expelled may also be restricted from being on school grounds and at school activities.

13. Transfer to an alternative program if the student is expelled or otherwise qualifies for the transfer under State law. The transfer shall be in the manner provided in Article 13A or 13B of the School Code.
14. Notifying juvenile authorities or other law enforcement whenever the conduct involves criminal activity, including but not limited to, illegal drugs (controlled substances), “look-alikes,” alcohol, or weapons or in other circumstances as authorized by the reciprocal reporting agreement between the District and local law enforcement agencies.

The above list of disciplinary measures is a range of options that will not always be applicable in every case. In some circumstances, it may not be possible to avoid suspending or expelling a student because behavioral interventions, other than a suspension and expulsion, will not be appropriate and available, and the only reasonable and practical way to resolve the threat and/or address the disruption is a suspension or expulsion.

Corporal punishment is prohibited. Corporal punishment is defined as slapping, paddling, or prolonged maintenance of students in physically painful positions, or intentional infliction of bodily harm. Corporal punishment does not include reasonable force as needed to maintain safety for students, staff, or other persons, or for the purpose of self-defense or defense of property.

Isolated Time Out, Time Out, and Physical Restraint

Neither isolated time out, time out, nor physical restraint shall be used to discipline or punish a student. These methods are only authorized for use as permitted in 105 ILCS 5/10-20.33, State Board of Education rules (23 Ill.Admin.Code §§ 1.280, 1.285), and the District’s procedure(s).

Weapons

A student who is determined to have brought one of the following objects to school, any school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school shall be expelled for a period of at least one calendar year but not more than 2 calendar years:

1. A firearm, meaning any gun, rifle, shotgun, or weapon as defined by Section 921 of Title 18 of the United States Code (18 U.S.C. § 921), firearm as defined in Section 1.1 of the Firearm Owners Identification Card Act (430 ILCS 65/), or firearm as defined in Section 24-1 of the Criminal Code of 1961 (720 ILCS 5/24-1).
2. A knife, brass knuckles, or other knuckle weapon regardless of its composition, a billy club, or any other object if used or attempted to be used to cause bodily harm, including “look-alikes” of any *firearm* as defined above.

The expulsion requirement under either paragraph 1 or 2 above may be modified by the Superintendent, and the Superintendent’s determination may be modified by the Board on a case-by-case basis. The Superintendent or designee may grant an exception to this policy, upon the prior request of an adult supervisor, for students in theatre, cooking, ROTC, martial arts, and similar

programs, whether or not school-sponsored, provided the item is not equipped, nor intended, to do bodily harm.

This policy's prohibitions concerning weapons apply regardless of whether: (1) a student is licensed to carry a concealed firearm, or (2) the Board permits visitors, who are licensed to carry a concealed firearm, to store a firearm in a locked vehicle in a school parking area.

Re-Engagement of Returning Students

The Superintendent or designee shall maintain a process to facilitate the re-engagement of students who are returning from an out-of-school suspension, expulsion, or an alternative school setting. The goal of re-engagement shall be to support the student's ability to be successful in school following a period of exclusionary discipline and shall include the opportunity for students who have been suspended to complete or make up work for equivalent academic credit.

Required Notices

A school staff member shall immediately notify the office of the Building Principal in the event that he or she: (1) observes any person in possession of a firearm on or around school grounds; however, such action may be delayed if immediate notice would endanger students under his or her supervision, (2) observes or has reason to suspect that any person on school grounds is or was involved in a drug-related incident, or (3) observes a battery committed against any staff member. Upon receiving such a report, the Building Principal or designee shall immediately notify the local law enforcement agency, Ill. Dept. of State Police (ISP), and any involved student's parent/guardian. School grounds includes modes of transportation to school activities and any public way within 1000 feet of the school, as well as school property itself.

Delegation of Authority

Each teacher, and any other school personnel when students are under his or her charge, is authorized to impose any disciplinary measure, other than suspension, expulsion, corporal punishment, or in-school suspension, that is appropriate and in accordance with the policies and rules on student discipline. Teachers, other certificated educational employees, and other persons providing a related service for or with respect to a student, may use reasonable force as needed to maintain safety for other students, school personnel, or other persons, or for the purpose of self-defense or defense of property. Teachers may temporarily remove students from a classroom for disruptive behavior.

The Superintendent, Building Principal, Assistant Building Principal, or Dean of Students is authorized to impose the same disciplinary measures as teachers and may suspend students guilty of gross disobedience or misconduct from school (including all school functions) and from riding the school bus, up to 10 consecutive school days, provided the appropriate procedures are followed. The Board may suspend a student from riding the bus in excess of 10 school days for safety reasons.

Student Handbook

The Superintendent, with input from the parent-teacher advisory committee, shall prepare disciplinary rules implementing the District's disciplinary policies. These disciplinary rules shall be presented annually to the Board for its review and approval.

A student handbook, including the District disciplinary policies and rules, shall be distributed to the students' parents/guardians within 15 days of the beginning of the school year or a student's enrollment.

Incorporated

by Reference: 7:190-AP4 (Use of Isolated Time Out, Time Out, and Physical Restraint)

LEGAL REF.: 20 U.S.C. §6081, Pro-Children Act of 1994.
20 U.S.C §7961 et. seq., Gun Free Schools Act.
105 ILCS 5/10-20.5b, 5/10-20.14, 5/10-20.28, 5/10-20.36, 5/10-21.7, 5/10-21.10, 5/10-22.6, 5/10-27.1A, 5/10-27.1B, 5/22-33, 5/24-24, 5/26-12, 5/27-23.7, 5/31-3, and 110/3.10.
410 ILCS 130/, Compassionate Use of Medical Cannabis Pilot Program.
410 ILCS 647/, Powdered Caffeine Control and Education Act.
430 ILCS 66/, Firearm Concealed Carry Act.
23 Ill Admin Code §1.280, 1.285.

CROSS REF.: 2:150 (Committees), 2:240 (Board Policy Development), 5:230 (Maintaining Student Discipline), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 7:70 (Attendance and Truancy), 7:130 (Student Rights and Responsibilities), 7:140 (Search and Seizure), 7:150 (Agency and Police Interviews), 7:160 (Student Appearance and School Uniforms), 7:170 (Vandalism), 7:180 (Preventing Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:200 (Suspension), 7:210 (Expulsion), 7:220 (Bus Misconduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:270 (Administering Medicines to Students), 7:310 (Restrictions on Publications) and 8:30 (Visitors to and Conduct on School Property)

Adopted: July 8, 1997

Revised: June 25, 2002
December 9, 2008
February 12, 2013
May 12, 2015
April 26, 2016
January 8, 2019

Students

Student Records

School student records are confidential. Information from them shall not be released other than as provided by law. A school student record is any writing or other recorded information concerning a student and by which a student may be identified individually that is maintained by a school or at its direction by a school employee, regardless of how or where the information is stored, except as provided in State or federal law as summarized below:

1. Records kept in a staff member's sole possession;
2. Records maintained by law enforcement officers working in the school;
3. Video and other electronic recordings (including without limitation, electronic recordings made on school buses) that are created in part for law enforcement, security, or safety reasons or purposes. The content of these recordings may become part of a school student record to the extent school officials create, use, and maintain this content, or it becomes available to them by law enforcement officials, for disciplinary or special education purposes regarding a particular student; and
4. Any information, either written or oral, received from law enforcement officials concerning a student less than the age of 17 years who has been arrested or taken into custody.

State and federal law grant students and parent(s)/guardian(s) certain rights, including the right to inspect, copy, and challenge their or their child's school records. The information contained in school student records shall be kept current, accurate, clear and relevant. All information maintained concerning a student receiving special education services shall be directly related to the provision of services to that child. The District may release directory information as permitted by law, but parent/guardian shall have the right to ~~object to~~opt-out of the release of directory information regarding his or her child. However, the District will comply with an *ex parte* court order requiring it to permit the U.S. Attorney General or designee to have access to a student's school records without notice to, or the consent of the students' parent/guardian. Upon request, the District discloses school student records without parent consent to the official's records custodian of another school ~~district~~ in which a student has enrolled or intends to enroll, as well as to any other person as specifically required or permitted by State or federal law.

The Superintendent or designee shall fully implement this policy and designate an *official records custodian* for each school who shall maintain and protect the confidentiality of school student records, inform staff members of this policy, and inform students and their parents/guardians of their rights regarding school student records.

Student Biometric Information Collection

The Superintendent or designee may recommend a student biometric information collection system solely for the purposes of identification and fraud prevention. Such recommendation shall be consistent with budget requirements and in compliance with State law. Biometric information means any information that is collected through an identification process for individuals based on their unique behavioral or physiological characteristics, including fingerprint, hand geometry, voice, or facial recognition or iris or retinal scans.

Before collecting student biometric information, the District shall obtain written permission from the person having legal custody/parental responsibility or the student (if over the age of 18). Upon a student's 18th birthday, the District shall obtain written permission from the student to collect student biometric information. Failure to provide written consent to collect biometric information shall not be the basis for refusal of any services otherwise available to a student.

All collected biometric information shall be stored and transmitted in a manner that protects it from disclosure. Sale, lease, or other disclosure of biometric information to another person or entity is strictly prohibited.

The District will discontinue use of a student's biometric information and destroy all collected biometric information within 30 days after: (1) the student graduates or withdraws from the School District, or (2) the District receives a written request to discontinue use of biometric information from the person having legal custody/parental responsibility of the student or the student (if over the age of 18). Requests to discontinue using a student's biometric information shall be forwarded to the Superintendent or designee.

The Superintendent or designee shall develop procedures to implement this policy consistent with State and federal law.

LEGAL REF.: 20 U.S.C. §1232g, Family Educational Rights and Privacy Act,
implemented by 34 C.F.R. Part 99.

50 ILCS 205/7.

105 ILCS 5/10-20.21b, 20.37, 20.40, 5/14-1.01 et seq.

105 ILCS 10/, Ill. School Student Records Act.

105 ILCS 85/, Student Online Personal Protection Act.

325 ILCS 17/, Children's Privacy Protection and Parental Empowerment Act,

750 ILCS 5/602.11, Ill. Marriage and Dissolution of Marriage Act.

23 Ill.Admin.Code Parts 226 and 375.

Owasso I.S.D. No I-011 v Falvo, 534 U.S. 426 (2002).

Chicago Tribune Co. v. Chicago Bd. Of Ed., 332 Ill.App.3d 60 (1st Dist.
2002).

CROSS REF.: 5:100 (Staff Development Program), 5:130 (Responsibilities Concerning Internal Information), 7:15 (Student and Family Privacy Rights), 7:220 (Bus Conduct), 7:345 (Use of Educational Technologies; Student Data Privacy and Security)

ADMIN PROC.: 7:15-E (Notification to Parents of Family Privacy Rights), 7:340-AP1 (School Student Records), 7:340-AP1, E1 (Notice to Parents/Guardians and Students of Their Rights Concerning a Student's School Records), 7:340-AP1, E3 (Letter to Parents Concerning Military Recruiters and Postsecondary Institutions Receiving Student Directory Information), 7:340-AP1, E4 (Frequently Asked Questions Regarding Military Recruiter Access to Students and Student Information, 7:340-AP1, E5 (Biometric Information Collection Authorization), 7:340-AP2 (Storage and Destruction of School Student Records), 7:340-AP2, E1 (Letter Containing Schedule for Destruction of School Student Records)

ADOPTED: July 8, 1997

REVISED: June 26, 2001
November 12, 2003
February 24, 2015
January 12, 2016
January 9, 2018
December 10, 2019

Students

Use of Educational Technologies, Student Data Privacy and Security

Educational technologies used in the District shall further the objectives of the District's educational program, as set forth in Board policy 6:10, *Educational Philosophy and Objectives*, align with the curriculum criteria in policy 6:40, *Curriculum Development*, and/or support efficient District operations. The Superintendent shall ensure that the use of educational technologies in the District meets the above criteria.

The District and/or vendors under its control may need to collect and maintain data that personally identifies students in order to use certain educational technologies for the benefit of student learning or District operations.

Federal and State law govern the protection of student data, including school student records and/or *covered information*. The sale, rental, lease, or trading of any school student records or covered information by the District is prohibited. Protecting such information is important for legal compliance, District operations, and maintaining the trust of District stakeholders, including parents, students and staff.

Definitions

Covered information means personally identifiable information (PII) or information linked to PII in any media or format that is not publicly available and is any of the following: (1) created by or provided to an operator by a student or the student's parent/guardian in the course of the student's or parent/guardian's use of the operator's site, service or application; (2) created by or provided to an operator by an employee or agent of the District; or (3) gathered by an operator through the operation of its site, service, or application.

Operators are entities (such as educational technology vendors) that operate Internet websites, online services, online applications, or mobile applications that are designed, marketed, and primarily used for K-12 school purposes.

Breach means the unauthorized acquisition of computerized data that compromises the security, confidentiality or integrity of covered information maintained by an operator or the District.

Operator Contracts

The Superintendent or designee designates which District employees are authorized to enter into written agreements with operators for those contracts that do not require separate Board approval. Contracts between the Board and operators shall be entered into in accordance with State law and Board policy 4:60, *Purchases and Contracts*, and shall include any specific provisions required by State law.

Security Standards

The Superintendent or designee shall ensure the District implements and maintains reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure. In the event the District receives notice from an operator of a breach or has determined a breach has occurred, the Superintendent or designee shall also ensure that the District provides any breach notifications required by State law.

LEGAL REF.: 20 U.S.C. § 1232g, Family and Educational Rights and Privacy Act,
implemented by 34 C.F.R. Part 99.
105 ILCS 10/, Ill. School Student Records Act.
105 ILCS 85/, Student Online Personal Protection Act.

CROSS REF.: 4:15 (Identity Protection), 4:60 (Purchases and Contracts), 6:235 (Access to
Electronic Networks), 7:340 (Student Records)



RETURN TO LEARN

DPS FALL 2020 REOPENING PLAN

We know DPS families and staff eagerly await the release of the District's **Return to Learn** plan. District administrators have been working alongside principals, teachers, teaching assistants, secretaries, other staff, parents, and students to develop a robust plan that prioritizes the health and safety of students and staff while maintaining dynamic learning opportunities. We want to ensure the plan considers the changing health status of our region, and that it is carefully and critically examined from every angle before its release. **The DPS Return to Learn plan will be released on Friday, July 24, 2020.** We appreciate your continued patience and support as we work to provide meaningful learning experiences for each and every DPS student.



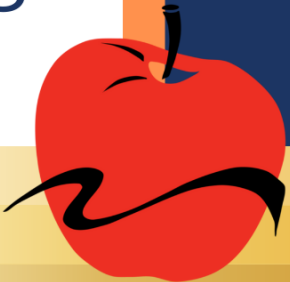


RETURN TO LEARN

DPS FALL 2020 REOPENING PLAN

UPCOMING EVENTS

- Plan announcement
- Virtual Parent Q&A
- Parent PD sessions

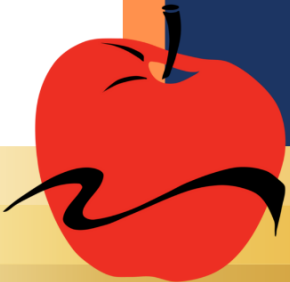


RETURN TO LEARN

DPS FALL 2020 REOPENING PLAN

WHERE TO FIND INFO

- Return to Learn webpage
- Updated FAQs document + form to submit questions
- How-to videos

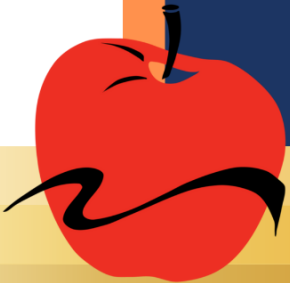




RETURN TO LEARN

DPS FALL 2020 REOPENING PLAN

Plan Announcement
Friday, July 24





Board of Education Decatur Public School District #61

Date: July 21, 2020	Subject: Personnel Action
Initiated By: Deanne Hillman, Director of Human Resources and the Human Resources Department	Attachments: 8 Pages of Personnel Action
Reviewed By: Dr. Todd Covault, Chief Operational Officer, and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

Per Board Policy 5:30 Hiring Process and Criteria – The District hires the most qualified personnel consistent with budget and staffing requirements and in compliance with School Board of Education 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, substitutes are made whole retroactive to their first day of employment.

FINANCIAL CONSIDERATIONS:

These positions are in the budget.

STAFF RECOMMENDATION:

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

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION:_____

To: Board of Education
From: Deanne Hillman
Human Resources Director
Date: July 16, 2020
Board Date: July 21, 2020
Re: Personnel Action

EMPLOYMENT RECOMMENDATIONS

TEACHERS:

Name	Position	Effective Date
Carrie Aultman	Grade 6, Hope Academy (<i>Pending Licensure</i>)	August 10, 2020
Destiney Dickson	Grade 6, Baum	August 10, 2020
Lindsay Kasza	Grade 3, Hope Academy (<i>Pending Licensure</i>)	August 10, 2020
Courtney Kirk	Kindergarten, Hope Academy	August 10, 2020
Amie Reynolds	Cross Categorical, Baum	August 10, 2020
Brianna Schmitt	Grade 5, Baum	August 10, 2020
Lindsey Trager	Grade 6, Baum	August 10, 2020
Chase Tucker	Grade 5, Oak Grove	August 10, 2020
Daniel Wyborney	Physical Education, William Harris Learning Academy (<i>Pending Licensure</i>)	August 10, 2020

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

TEACHING ASSISTANTS:

Name	Position	Effective Date
Julia Craft	Special Ed Assistant, Parsons, 6 hours per day	August 10, 2020
Shawnetarious Lofton	Special Ed Assistant, Hope Academy, 6 hours per day	August 10, 2020
Brittany Powell	Special Ed Assistant, Parsons, 6 hours per day	August 10, 2020

OFFICE PERSONNEL:

Name	Position	Effective Date
Tanesha Halliburton	Claims and Statistical Information Analyst, Business Office	July 29, 2020
Andrea Snyder	Secretary to the Elementary Principal, Parsons	July 13, 2020

MAINTENANCE:

Name	Position	Effective Date
Lloyd Jackson	Maintenance Worker, Buildings & Grounds	July 20, 2020

TRANSFERS**ADMINISTRATORS:**

Name	Position	Effective Date
Mary Anderson	From Principal, Montessori Academy for Peace, 220 days to Principal, Montessori Academy for Peace, 240 days	July 6, 2020
Tasia Burks	From Principal, Hope Academy, 220 days to Principal, Hope Academy, 240 days	July 6, 2020
Julie Fane	From Principal, American Dreamer STEM Academy, 220 days to Principal, American Dreamer STEM Academy, 240 days	July 6, 2020
Daniel Lynch	From Principal, Dennis Lab, 220 days to Principal, Dennis Lab, 240 days	July 6, 2020
Kelley Morrison	From Principal, William Harris Learning Academy, 220 days to Principal, William Harris Learning Academy, 240 days	July 6, 2020
Robert Prange	From Principal, Johns Hill, 220 days to Principal, Johns Hill, 240 days	July 6, 2020

TEACHERS:

Name	Position	Effective Date
Stephene Beller	From Careers/Project Based Learning, Stephen Decatur to Social Studies, Stephen Decatur	August 10, 2020
Kimberly Scheuermann	From Grade 6, South Shores to Math Grades 9-12, William Harris Learning Academy	August 10, 2020
Jewel Grady	From Grade 6, Baum to Grade 4, Baum	August 10, 2020
Erin Miller	From Kindergarten, Hope Academy to Kindergarten, Oak Grove	August 10, 2020

OFFICE PERSONNEL:

Name	Position	Effective Date
Brittany Becker	From Short Term Receptionist, Stephen Decatur to Small Learning Academy Secretary, Stephen Decatur	July 27, 2020
Neola Briggs	From Secretary to the Middle School Principal, Stephen Decatur to Classified Staff Secretary, Human Resources	December 1, 2020
Teresa Lamb	From Part Time Secretary, Baum, 3 hours per day to Part Time Secretary, Baum, 3 hours per day (Recall from RIF)	August 10, 2020

RESIGNATIONS**TEACHERS:**

Name	Position	Effective Date
Brittany Howard	Math, MacArthur	July 2, 2020

TEACHING ASSISTANT:

Name	Position	Effective Date
Susan Mills-Jones	LPN Assistant, Pershing	July 7, 2020

OFFICE PERSONNEL:

Name	Position	Effective Date
Nancy Kramer	Part Time Secretary, Oak Grove	July 13, 2020
Heather Warner	District Receptionist, Keil Building	August 3, 2020

SCHEDULE B:

Name	Position	Effective Date
Meghan Gregurich	Middle School Cross Country, Dennis	July 15, 2020
Lisa Holmes	First Lego League, Stephen Decatur	July 9, 2020
Lisa Holmes	Middle School Scholastic Bowl, 0.5 FTE, Stephen Decatur	July 9, 2020
Christine Lowe	First Lego League, Stephen Decatur	June 28, 2020
Christine Lowe	Middle School Scholastic Bowl, 0.5 FTE, Stephen Decatur	June 28, 2020

RETIREMENT**OFFICE PERSONNEL:**

Name	Position	Effective Date
Kittie Ellis	Part Time Secretary, Baum	July 6, 2020

COMPENSATION RECOMMENDATIONS:

- The following staff members should be compensated for participating in Library Merger Work from July 1-July 10, 2020 at Montessori & Dennis:

Amy Edrington	\$792.00	Megan Flanigan	\$990.00
Megan Holt	\$627.00		
- The following staff members should be compensated **\$50.00** for participating in Leadership Team Meeting on July 13, 2020 at Muffley:

Diane Orr	Libby Kirkland
Stephanie Meis	
Hilda Nicholls	
- The following staff members should be compensated **\$16.66** for participating in HMH Key Ideas and Details Grades 3-6 on July 8, 2020 at Stevenson:

Kelly Bailey	Olivia Mannlein
Elizabeth Case	Carrie Sager

Rebecca Harman

- The following staff members should be compensated **\$16.66** for participating in HMH Key Ideas and Details Grades K-2 on July 8, 2020 at Stevenson:

Roxann Kennedy	Amanda Roberts
Tessa Meinders	Stacey Wilson

- The following staff members should be compensated for participating in School Improvement from May 27-29, 2020 at Hope Academy:

Ann Downey	\$100.02	Stacey Williams	\$375.08
Lyndsay Lemanczyk	\$66.68		

- The following staff members should be compensated **\$16.66** for participating in ILT Meeting w/CEC on July 7, 2020 at Stevenson:

Roxann Kennedy	Taryn Diaz
Tessa Meinders	Kelly Bailey
Olivia Mannlein	Rebecca Harman
Carrie Sager	Linda Cole
Stacey Wilson	

- The following staff members should be compensated for participating in Curriculum Planning Grade 5 on June 17, 2020 at PDI:

April Bacon	\$99.00	Rachelle Rico	\$198.00
Brianna Fink	\$99.00	Albulena Emroksi	\$99.00
Rebecca Harman	\$99.00	Allyson Washburn	\$99.00
Patricia Paulson	\$99.00	Libby Kirkland	\$33.00

- The following staff members should be compensated for participating in Curriculum Planning Grade 3 on June 17, 2020 at PDI:

Terri Ellis	\$66.00	Jodi Giberson	\$66.00
Blair Paulson	\$66.00	Kylie Hale	\$33.00
Madison Stark	\$66.00		

- The following staff members should be compensated for participating in Curriculum Planning Grade 2 on June 17, 2020 at PDI:

Crystal Rora	\$99.00	Caryn Fuiten	\$99.00
Jessica Niebrugge	\$99.00	Lisa Landacre	\$99.00
Deb Harper	\$99.00	Amanda Reeve	\$99.00
Karen McCoskey	\$49.50	Stacey Wilson	\$82.50

- The following staff member should be compensated **\$150.00** for participating in January 3rd Optional Work Day on January 3, 2020 at Montessori Academy for Peace:

Megan Holt

- The following staff members should be compensated **\$99.00** for participating in SEAP and SED Re-Opening Task Force on June 26, 2020 at MPSED:

Ashley Swanson	Annie Brahler
Stephanie Cassidy	Jessica St Pierre
Sheryl Austin	Megan Hull
Harl Hillman	Thomas Donahue

- The following staff members should be compensated **\$66.00** for participating in SED & SEAP Re-Opening Task Force on July 7, 2020 at MPSED:

Thomas Donahue	Sheryl Austin
Ashley Swanson	Stephanie Cassidy
Jessica St Pierre	Annie Brahler

- The following staff members should be compensated **\$25.00** for participating in Help for Billy Study Discussion Group on July 7, 2020 at MPSED:

Kara Anderson	Ashley Swanson
Annie Brahler	

- The following staff members should be compensated **\$82.50** for participating in Life Skills & Essentials Skills Task Force on July 1, 2020 at MPSED:

Sara DeVore	Jessica Zavada
Ashlee Smith	Lisa Foster
Barbara Hausler	Christine Lipe
Amanda Wrigley	

- The following staff members should be compensated **\$33.32** for participating in HMH Foundation Skills Grades 2-6 on July 13, 2020 at Stevenson:

Kelly Bailey	Sheree Park
Elizabeth Case	Carrie Sager
Rebecca Harman	Stacey Wilson
Olivia Mannlein	Leslie Woolsey

- The following staff members should be compensated **\$16.66** for participating in HMH Comprehension on July 14, 2020 at Stevenson:

Kelly Bailey	Olivia Mannlein
Elizabeth Case	Carrie Sager
Rebecca Harman	Leslie Woolsey

- The following staff members should be compensated **\$16.66** for participating in HMH Comprehension Grades K-2 on July 14, 2020 at Stevenson:

Taryn Diaz	Sheree Parks
Roxann Kennedy	Amanda Roberts
Tessa Meinders	Stacey Wilson

- The following staff members should be compensated **\$16.66** for participating in HMH Phonics/Phonemic Awareness Grades 3-6 on July 14, 2020 at Stevenson:

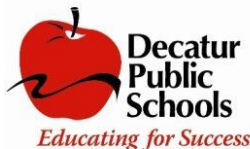
Kelly Bailey	Carrie Sager
Elizabeth Case	Leslie Woolsey
Olivia Mannlein	
- The following staff members should be compensated **\$33.32** for participating in HMH Foundational Skills Grades K-2 on July 13, 2020 at Stevenson:

Taryn Diaz	Sheree Park
Roxann Kennedy	Amanda Roberts
Tessa Meinders	Stacey Wilson
- The following staff members should be compensated **\$16.66** for participating in HMH Phonics/Phonemic Awareness on July 14, 2020 at Stevenson:

Linda Cole	Sheree Park
Taryn Diaz	Stacey Wilson
Roxann Kennedy	
- The following staff members should be compensated for participating in 3 Circles Grant on July 10, 2020 at the Keil Building:

Andrew Klein	\$2,717.00	Kacey Reinholtz	\$2,850.00
Seth McMillan	\$2,750.00		
- The following staff members should be compensated **\$150.00** for participating in Building Moving Stipend on July 6, 2020 at Dennis:

Albulena Emroski	Angeline Mehr
Kristin Price	Jaime Goodman
Abby Martin	Kaream Williams
Shannon Carter	Aryn Dobrinick
Cassandra Mann	Paula Gruen
Jennifer Neilson-Parks	Allison Brinkoetter
Brittany Acree	Tracey Hayward
Jill Robertson	Josh Lipa
April Bacon	Sara Smith
Joshua Thornton	Theresa Boynton
Kaylee Sangster	Barb Brinkman
Phillip Winecke	Alex Moody
Deborah Sonder	Emma Morrison
Jane Innis	Sara Boline
Sara Daykin	Sara Nave



Board of Education Decatur Public School District #61

Date: July 21, 2020	Subject: Purchase of Quaver Ed Licenses for K-8 Music Teachers
Initiated By: Ashley Grayned, Executive Director of Innovative Programs and Strategic Planning	Attachments: Quaver Ed Quote
Reviewed By: Dr. Todd Covault, Chief Operational Officer, and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

Music Staff, Rhonda Cox and Marie Jagger-Taylor met in the Spring to discuss distance teaching and learning for K-8 students. Through an online survey and follow up, the Music staff supports the purchase of Quaver Ed for K-8 General Music and Smart Music for High School choir as well as 5th – 12th grade band and orchestra students.

CURRENT CONSIDERATIONS:

Quaver Ed allows four teachers at each building to have access to a license through a personal user account/password. Quaver Ed provides unlimited student accounts, fully executable and customizable electronic lesson plans, 1:1 student resources, Teacher Admin Panel, Class Play, Music Essentials, World Music, Bach's Brain, Resource Manager Search Engine and other resources. Resources are updated four times each year. It provides an easy-to-implement tool for distance learning and teaching as well as provides principals and other school leaders with the resources necessary to address the needs of their individual schools, including Social Emotional Learning resources.

Smart Music is an online program allowing students to learn about rhythm, sight reading, and other key music concepts. Music educators can use SmartMusic to assign practice exercises and songs and monitor individual student progress. Vocalists and musicians who play woodwind, brass, percussion, and string instruments can practice with accompaniment. They can record with an external or computer-based microphone and save allowing students to continue remote studies without interruption. Users can adapt to skill level and can hear songs before playing along with music. Other tools, including a tuner to establish pitch, can also help students prepare, and provides immediate feedback. Correct pitches and rhythms are highlighted in green; incorrect ones appear in red.

FINANCIAL CONSIDERATIONS:

Federal funds available through the Cares Act (Elementary and Secondary School Emergency Relief Fund), will be used to pay for these resources in the amount of \$27,160.

The resources would assist the teacher/student with online learning while providing resources necessary to address the needs of individual schools and students.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Purchase of Quaver Ed Licenses for K-8 Music Teachers in the amount of \$27,160 as presented.

RECOMMENDED ACTION:

☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____



Quote

Decatur PSD 61

Date: 7/13/2020

Attn: Marie Jagger-Taylor

License Length: 1 Year (7/1/2020 - 7/1/2021)

Item Description:	Quantity	Unit	Total
QuaverMusic K-6 Curriculum Resources	7	\$1,960.00	\$13,720.00
QuaverMusic K-8 Curriculum Resources	5	\$2,520.00	\$12,600.00
QuaverMusic 6-8 Curriculum Resources	1	\$840.00	\$840.00
Quarterly Content Updates			INCLUDED
Student Access to Student Resources			INCLUDED
24/7 Access to 50+ Hours of Online Resources/PD			INCLUDED
Offline Resources and Shipping			INCLUDED
Total			\$27,160.00

Includes all of the following elements:

- Customizable Lesson Plans
- Lesson Plan Presenter
- Teacher GradeBook
- Auto-Graded Assessments
- ClassPlay
- Bach's Brain
- World Music
- Student Accounts
- Online Quaver Classrooms
- Quaver Unplugged Content
- Virtual Training Program

Proposal valid for 90 days.

QuaverEd.com
65 Music Square West
Nashville, TN 37203
866.917.3633

Kirk Maddox
Director of Sales
Kirk@QuaverEd.com
615.856.1425



Board of Education Decatur Public School District #61

Date: July 21, 2020	Subject: Verizon Wireless JetPack Purchase
Initiated By: Maurice Payne, Director of Information Technology	Attachments: JetPack Quote
Reviewed By: Dr. Todd Covault, Chief Operational Office, and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

Due to the ongoing pandemic, students will be participating in partial Remote Learning to start the school year. Students will be provided an iPad to use at home. A survey was sent to all DPS parents. Of the 3,043 respondents, 3% responded that do not have a reliable WIFI internet connection at home. DPS is estimating that 3% of our student population will need access to a high-speed internet connection to participate in Remote Learning.

CURRENT CONSIDERATIONS:

The Information Technology Department would purchase 280 Verizon Wireless JetPack's to distribute to families who need a reliable high-speed internet connection. IT would also purchase the mobile device management software so that IT can configure the JetPack to connect to DPS devices and maintain appropriate security measures.

FINANCIAL CONSIDERATIONS:

This purchase would be fully funded by the Federal CARES Grant. The WIFI JetPack device is free. The monthly service is \$35.99 per device. The cost of the device management software is \$1.49/month per device. The monthly cost of this service, excluding taxes and fees, is \$10,494.40, which is the amount listed on the Decatur Public Schools JetPack Quote or an annual cost of approximately \$127,680.

Verizon provides an option to suspend service to the WIFI JetPack's. The FCC has extended the suspend guidelines for up to one year. During the suspension, the district would not be charged for the monthly service for suspended JetPack's.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Verizon Wireless JetPack Purchase up to the amount of \$127,680 as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____



Customer Information

Customer Name: Decatur Public Schools

Single Point of Contact: Maurice Payne

Address: Decatur, IL

Contact Phone: 217-3623070

Email Address: mpayne@dps61.org

Sales Representative Information

Name & Title: Randall VanMiddlesworth - Government Accounts

Phone: 217-800-2289

Email Address: Randall.VanMiddlesworth@verizonwireless.com

QUOTE:

Rate Plans

Qty.	Calling Plan	Monthly Access	Discounts	Discounted Price:	Total Monthly Price:
280	4G Unlimited Mobile Broadband (12 month price - \$0 cancelation fee)	\$35.99	\$0.00	\$35.99	\$10,077.20
280	Verizon MDM - Hotspot Device Manager	\$1.49	\$0.00	\$1.49	\$417.20
0					\$0.00
0					\$0.00
0					\$0.00
0					\$0.00
	Total			Total Monthly Access Fee:	\$10,494.40

Data Features

Qty.	Feature	Monthly Access	Discount:		Total Monthly Price:
	N/A				
	Total			Total Monthly Access Fee:	\$0.00

Handset/ Aircards/ PDA's/ Smartphones

Qty.	Model	Retail Price	Discount:	Gov Discounted Price:
280	8800L Verizon JetPack	\$99.99	\$99.99	\$0.00
0	Total	Subtotal for Equipment		\$0.00

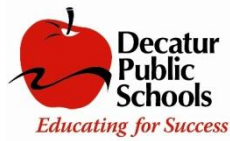
Accessories

Qty.	Model	Retail Price	Acc. Discount		Acc. Discounted Price:
	N/A				
0	Total			Subtotal for Accessories	\$0.00

Subtotal Monthly Recurring Charges \$10,494.40

Enter number of months in contract 1

Total Services Charge for Term \$10,494.40



Board of Education Decatur Public School District #61

Date: July 21, 2020	Subject: Authorize Purchase of Employee and Student Masks
Initiated By: Todd Covault, EdD, Chief Operational Officer	Attachments: N/A
Reviewed By: Dr. Todd Covault, Chief Operational Officer, and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

According to the Governor, the District should receive face masks for students and staff. The District anticipates receiving one per student and employee.

CURRENT CONSIDERATIONS:

One face mask per student and staff member will not be adequate to function appropriately for face-to-face instruction. The District is seeking to obtain enough reusable cloth masks such that each student and staff member could have three additional personal use masks.

The Illinois State Board of Education (ISBE) website provided a list of vendors from which to purchase masks. The ISBE reusable masks are only available from the vendor Grainger and these masks are adult only. The business office also determined that masks are on back order through Grainger.

The District is able to purchase masks from Aramark Uniform Services at \$2.24 per mask. The masks meet the World Health Organization recommended specifications. The masks are available on a first ordered basis. The purchase is over \$25,000. The business office was not positioned to meet the requirements of the bid law and placed an order for a total of 30,000 masks for children and adults. The District also receives 15,000 disposable masks with this purchase.

FINANCIAL CONSIDERATIONS:

The cost of the masks is \$68,208 and would be paid from the CARES Act money, otherwise known as the Elementary and Secondary School Emergency Relief Act.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve, retroactively, the Purchase of Employee and Student Masks from Aramark Uniform Services as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

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

DATE/TIME: July 01, 2020

1:00 PM

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

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

ABSENT: Regan Lewis

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

President Nolan called the meeting to order at 1:00 PM.

TOPIC	DISCUSSION	ACTION
Call to Order and Roll Call –	President Nolan called the Special Open Session Meeting to order and asked for a motion. Motioned by Mr. Taylor, seconded by Mr. Oakes. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Oakes, Nolan, Briscoe, Creighton, Taylor, Carson Nay: None Absent: Lewis Roll Call Vote: 6 Aye, 0 Nay, 1 Absent President Nolan welcomed and thanked the 2020-2021 Student Ambassadors for attending the meeting. The 2020-2021 Student Ambassadors are as follows: <ul style="list-style-type: none">• EHS: Jalyn Pearce and Caleb McKinley• MHS: Shakaria Selvy and Daniel Flores	Open Session Meeting was called to order at 1:00 PM.
Approval of Special Open Session Agenda July 01, 2020	Superintendent Fregeau recommended the Board approve the July 01, 2020 special Open Work Session Board Meeting agenda as presented. Motioned by Vice President Carson, seconded by Mrs. Briscoe. All were in favor.	Agenda was approved as presented.
Board Discussion and Work Session SMART Goals	President Nolan noted that the discussion will be as follows: <ul style="list-style-type: none">• Goal Setting Workshop• Strategic Plan Goals for 2020-2021• Organizational Chart Assistant Superintendent Jeff Dase noted that teaching and learning are what drives the District in making sure the students received a high quality educational experience. Goals need to align with teaching and learning.	Information only.

TOPIC	DISCUSSION	ACTION
Board Discussion and Work Session SMART Goals Continued	<p>Mr. Dase and others presented “smart goals” (see the attached) on the following departments:</p> <ul style="list-style-type: none"> • Transportation • Grants • Strategic Planning and Innovative Programs • Special Education • Human Resources • Communications • Student Services • Business • Information Technology • Athletics • Teaching and Learning • Fine Arts will be implemented • Buildings and Grounds will be implemented <ul style="list-style-type: none"> ○ Health and safety falls with this department. <p>The Superintendent will complete SMART Goal progress report monitoring at 100% of the monthly meetings with each Direct Report. The rationale is to reinforce the importance of the SMART Goals for each department.</p> <p>Superintendent Fregeau noted that every department’s SMART Goal would be monitored (in progress, met, etc.). If needed, there would also be certain benchmark dates to address those who were not meeting the goal. This would assist with team accountability; the work is of high importance.</p> <p>The purpose was for the goals to extend the entire school year. The discussed goals set the precedence for the entire department.</p> <p>The Board Members continued discussion regarding the SMART Goals.</p> <p>Superintendent Fregeau noted that quarterly reports would be presented to the Board Members dependent upon the amount of information; monthly reports may be incomplete. They discussed creating a Communication Plan around SMART Goal progress monitoring set up by stakeholders. This would be discussed with EC and rinsed back out to the Board Members. More information forthcoming.</p> <p>Mr. Dase re-introduced the “workout Wednesdays.”</p> <ul style="list-style-type: none"> • This was an invitation to the families and the Decatur community: <ul style="list-style-type: none"> ○ This initiative was geared towards meeting the Decatur community. The dates will be every Wednesday from July 01 – August 05, 2020 at 7:11 PM at the Fairview Park stairs. 	<p>Information only.</p> <p>Information only.</p>

The Board Members took a fifteen-minute break.

TOPIC	DISCUSSION	ACTION
	The Board Members resumed the Open Work Session. Dr. Judith Campbell, Director of P-12 Teaching and Learning, was introduced.	
Strategic Plan Goals for 2020-2021	<p>The Board Members received and discussed an overview of the Strategic Plan Annual Priorities Year three (3) recommendations and the Strategic Plan Executive Summary of Annual Priorities (see attached). Progress monitoring will continue with each strategy in order to keep track.</p> <p>Each strategy from year one (1), will be monitored and tracked as it relates to progress and/or completion. There used to be measurable indicators fed back to the Board Members, but now that we have moved to SMART Goals, we need to define how we would measure the impact. Administration was working on a commonality so that there were not so many different layers from different angles.</p> <p>The Board Members continued discussion regarding the Strategic Plan Annual Priorities.</p> <p>How do we move forward with items on the annual priority list that have been put on hold for a variety of reasons that may be union related?</p> <ol style="list-style-type: none"> 1. Associates Degree 2. Aspiring Leadership Institute 3. Mentoring <ul style="list-style-type: none"> • There was pushback due to building closures. • The development of leadership was going to be expanded to other groups, but there may be lack of participation. <ul style="list-style-type: none"> ○ The lack of collaboration with some unions could affect the participation. ○ This had not been resolved at this time. <p>The final annual priorities will be recommended for approval with the Board of Education. If items were added and/or deleted and/or changed, would the Board Members vote to amend?</p> <p>The Strategic Plan was built on ensuring that our students were successful.</p> <p>The completion of work is more important than generating reports.</p> <p>The SMART Goals and Strategic Plan Annual Priorities will be recommended for approval during the July 21, 2020 Board meeting.</p>	Information only.
Organizational Chart	<p>Superintendent Fregeau presented a draft organizational chart (see attached). The two executive directors' positions listed would not start until July 2021. The positions would replace a position within the department. The new job descriptions would have to be approved by the Board. The EC Team noted that the District needed another Assistant Superintendent as soon as possible.</p>	Information only.

TOPIC	DISCUSSION	ACTION
	The organization is not sustainable without the position filled. In order to move the organization forward, the position must be filled.	
Racism Resolution	Beth Creighton shared information regarding a racism resolution that was voted on and adopted by the Champaign School District. There will be further discussion during the next regular Board meeting.	Information only.
Public Participation	<p>President Nolan noted that during Public Participation, the Board of Education asked for the following:</p> <ul style="list-style-type: none"> Any public comments <u>received</u> will be read during this time. Public read comments will be limited to 3 minutes. <p>Darrell Reynolds, New-Beginning Contractors Inc. and the Vice President of the Metro Decatur Black Chamber, public comment was submitted and read to the Board of Education. Mr. Reynolds stated that the School Board Policy has a fifteen (15) percent minority contractor's goal and twenty (20) percent minority workforce goal on construction projects. The goal was not met and his company placed bids on every project, but was only awarded one (1).</p> <p>Tiaria Mackins, Community Member, public comment was submitted and read to the Board of Education. Ms. Mackins stated that DPS should prioritize the implementation of culturally relevant curriculum. African American history should not be limited to students before they reach their junior and senior years. The District can determine the curriculum and/or supplemental material throughout the school year. In order for culturally relevant curriculum to be impactful, there needs to be some training for students and staff. This should be prioritized into the framework of the BOLD plan.</p>	Information only.
Important Dates	<p>NEXT MEETING</p> <p>The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, July 07, 2020 in the 1st Floor Board Room at the Keil Administration Building.</p>	Information only.
Adjournment	Vice President Carson asked for a motion to adjourn. Mrs. Creighton moved to adjourn, seconded by Mrs. Briscoe. All were in favor.	The Board meeting adjourned at 3:40 PM.

 Beth Nolan, President

 Melissa Bradford, Secretary

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

DATE/TIME: July 07, 2020

4:30 PM

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

PRESENT: Beth Nolan, President
Kendall Briscoe
Regan Lewis (arrival 4:53 PM)
Andrew Taylor
Courtney Carson, Vice President
Beth Creighton
Dan Oakes

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

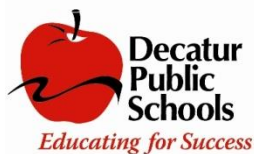
President Nolan called the meeting to order at 4:30 PM.

TOPIC	DISCUSSION	ACTION
Call for Closed Executive Session	President Nolan called the meeting to order and moved into Closed Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body and collective negotiating matters between the Board and representatives of its employees, seconded by Vice President Carson. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Oakes, Creighton, Briscoe, Carson, Nolan, Taylor Nay: None Absent: Lewis (arrived at 4:53 PM) Roll Call Vote: 6 Aye, 0 Nay, 1 Absent	Board moved to Closed Executive Session at 4:30 PM.
Return to Open Session	President Nolan motioned to return to Open Session, seconded by Vice President Carson. All were in favor.	Returned to Open Session at 6:29 PM.
Open Session Continued	President Nolan noted that the Board of Education had been in Closed Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body and collective negotiating matters between the Board and representatives of its employees. No action was taken during Closed Executive Session.	Information only.
Pledge of Allegiance	President Nolan led the Pledge of Allegiance. For the record, the following participated via Zoom: Dr. Judith Campbell, Director of P-12 T&L, Mark Ritz, Representative from BLDD, and Tim Hickey and Brian Beneke, Representatives from O'Shea Builders. The Board Members, the Superintendent, Attorney Brian Braun, EC and DLT Members were physically present and practiced social distancing.	Information only.

TOPIC	DISCUSSION	ACTION
Approval of Agenda, July 07, 2020	<p>Superintendent Fregeau recommended the Board approve the July 07, 2020 Open Session Board Meeting agenda as presented.</p> <p>Mr. Oakes moved to approve the recommendation, seconded by Vice President Carson. All were in favor.</p>	Agenda was approved as presented.
Board and/or Committee Reports/ Discussion DPS 61 Resolution	<p>President Nolan noted that the Finance Committee would meet on Thursday, July 09, 2020.</p> <p>The Board Members discussed a resolution that was adopted by Champaign School District titled, "Resolution to Declare Racism is a Public Health Crisis as it Adversely Impacts our Students, Families, Staff, and Community at Large." The resolution was used as a guide for enacting change in Decatur Public School District 61. The Board planned to have policy recommendations that were outlined in the created resolution for DPS 61 within three (3) months (October 2020) for discussion and possible adoption. The Board plans to evaluate district progress toward the goals and revisit in March 2021. Mrs. Creighton asked the Board Members to review each section and the action items. They will send the Board Secretary the section(s) they were interested in assisting with for the development of DPS's resolution. More information and discussion forthcoming.</p>	Information only.
Supt's Report Facilities Update	<p>Mike Sotiroff, Construction Consultant, presented a Facilities update (see attached).</p> <p>Mark Ritz and Brian Beneke, Representatives from BLDD, presented a BOLD Plan update (see attached). Mr. Sotiroff noted that additional bid language with other solutions could be added if bids have to be sent out again.</p>	Information only.
Transportation and Boundary Update	<p>Henry Walker, Director of Operations, presented a Transportation/Boundary update (see attached). There were boundary changes for the following schools for the 2020-2021 school year:</p> <ul style="list-style-type: none"> • Dennis Lab School Dual Campus • American Dreamer • South Shores • Montessori Academy for Peace <p>As of the presentation, there were only 37% of students registered for the 2020-2021 school year. Administration discussed additional ways to promote (social media etc.) the importance of registration to the DPS families. There will be some dates in July 2020 targeted for student registration.</p>	Information only.
Personnel Action Items	<p>Superintendent Fregeau recommended the Board approve the Personnel Action Items listed in the Memo from Deanne Hillman, Director of Human Resources as presented.</p> <p>Mr. Oakes moved to approve the recommendation, seconded by Mrs. Creighton. Hearing no questions, President Nolan called for a Roll Call Vote:</p>	Motion carried. Personnel Action Items were approved as presented.

TOPIC	DISCUSSION	ACTION
	<p>Aye: Creighton, Taylor, Oakes, Nolan, Lewis, Carson, Briscoe</p> <p>Nay: None</p> <p>Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	
<p>The FY20-21 MPSED Tentative Budget</p>	<p>Superintendent Fregeau recommended the Board approve the FY2020 – 2021 Macon-Piatt Special Education District (MPSED) Tentative Budget as presented.</p> <p>Mrs. Creighton moved to approve the recommendation, seconded by Vice President Carson.</p> <p>Kathy Horath, Director of MPSED, presented information/changes on this item (see attached). The increase in revenue from tuition reflects the change of use of federal funds. The tentative FY21 MPSED budget will be available for the public as appropriate.</p> <p>Hearing no questions, President Nolan called for a Roll Call Vote:</p> <p>Aye: Nolan, Briscoe, Lewis, Oakes, Creighton, Taylor, Carson</p> <p>Nay: None</p> <p>Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Motion carried.</p> <p>The FY20-21 MPSED Tentative Budget was approved as presented.</p>
<p>Set Public Hearing</p>	<p>President Nolan asked for a motion from the Board of Education to Set the Public Hearing date for the FY2020-2021 Macon-Piatt Special Education District (MPSED) Tentative Budget for 6:30 PM on Tuesday, August 18, 2020 at the Keil Administration Building. Mr. Oakes moved to approve, seconded by Vice President Carson. All were in favor.</p>	<p>Public Hearing was set for August 18, 2020 as presented.</p>
<p>Educational Service Agreement between Futures Unlimited and DPS 61</p>	<p>Superintendent Fregeau recommended the Board approve the Educational Service Agreement between Futures Unlimited and Decatur Public School District 61 as presented.</p> <p>Mrs. Creighton moved to approve the recommendation, seconded by Vice President Carson. Hearing no questions, President Nolan called for a Roll Call Vote:</p> <p>Aye: Carson, Creighton, Taylor, Briscoe, Oakes, Lewis, Nolan</p> <p>Nay: None</p> <p>Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Motion carried.</p> <p>Futures Unlimited Agreement was approved as presented.</p>
<p>Educational Service Agreement between ROE Milligan Academy Safe School Program and DPS 61</p>	<p>Superintendent Fregeau recommended the Board approve the Educational Service Agreement between Macon-Piatt Regional Office of Education Milligan Academy/Regional Safe School Program and Decatur Public School District 61 as presented.</p> <p>Mrs. Creighton moved to approve the recommendation, seconded by Mrs. Lewis. Hearing no questions, President Nolan called for a Roll Call Vote:</p> <p>Aye: Taylor, Carson, Creighton, Oakes, Nolan, Lewis, Briscoe</p> <p>Nay: None</p> <p>Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Motion carried.</p> <p>MPROE Milligan Academy Safe School Program Agreement was approved as presented.</p>

TOPIC	DISCUSSION	ACTION
Consent Items	<p>Superintendent Fregeau recommended the Board approve the Consent Items as presented:</p> <ul style="list-style-type: none"> • Minutes: Special Open/Closed Meetings June 18, 2020 and Open/Closed Meetings June 23, 2020 • Bills • Freedom of Information Report • Amendment to the Employment Contract for the P-12 Director of Teaching and Learning (S1 and S4) • Middle School Athletics Parent/Student Guide (S2) • Learning Partner Contract Extension with the Consortium for Educational Change (CEC) for Hope Academy (S1) <p>Mrs. Creighton moved to approve the recommendation, seconded by Vice President Carson. Hearing no questions, President Nolan called for a Roll Call Vote: Aye: Lewis, Oakes, Creighton, Carson, Briscoe, Nolan, Taylor Nay: None Roll Call Vote: 7 Aye, 0 Nay, 0 Absent</p>	<p>Motion carried. Consent Items were approved as presented.</p>
Public Participation	<p>President Nolan noted that during Public Participation, the Board of Education asked for the following:</p> <ul style="list-style-type: none"> • Identify oneself and be brief. • Any public comments <u>received</u> will be read during this time. • Public read comments will 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. Furthermore, the Board refrains from referring to specific students or staff members by name, and requests that public commenters refrain from doing so as well.</p> <p>None at this time.</p>	<p>Information only.</p>
Important Dates	<p>NEXT MEETING The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, July 21, 2020 at the Keil Administration Building.</p>	<p>Information only.</p>
Adjournment	<p>President Nolan asked for a motion to adjourn the Open Session. Mrs. Creighton motioned, seconded by Vice President Carson. All were in favor.</p>	<p>Board adjourned at 8:19 PM.</p>



Board of Education Decatur Public School District 61

Date: July 21, 2020	Subject: Monthly Financial Conditions Report
Initiated By: Todd Covault, Chief Operational Officer	Attachments: Financial Conditions Report
Reviewed By: Dr. Todd Covault, Chief Operational Officer, and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

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

CURRENT CONSIDERATIONS:

As the District completes June, the final month of FY20, the Macon-Piatt Special Education District has expended 92.29% of its overall budget; Decatur 61 has expended 110.16% of its overall budget. This overage is due to the lack of budget planning for the facility projects.

As of July 15, 2020 the State Comptroller is holding FY20 ISBE vouchers in the amount of \$1,648,624 of which \$501,380 is associated with the Early Childhood Block Grant and \$998,117 is associated with Transportation.

The District's June 2020 month-end education fund balance is \$22,946,048; the June 2019 month-end education fund balance was \$15,124,483.

FINANCIAL CONSIDERATIONS:

n/a

STAFF RECOMMENDATION:

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

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

2019-2020 Decatur Public S.D. #61
Fund Balance Summary - June 30, 2020

<u>Fund</u>	<u>Fund Balance 07/01/19</u>	<u>Revenues To Date</u>	<u>Expenditures To Date</u>	<u>Net Cash Flow</u>	<u>Change in Fund Balance</u>	<u>Balance 06/30/20</u>	<u>Estimated Balance 06/30/20</u>
DISTRICT # 61							
Education	\$14,374,483	\$94,521,479	\$85,949,914	\$8,571,565	\$0	\$22,946,048	\$15,152,863
Operation & Maintenance	\$1,290,846	\$5,951,231	\$5,904,893	\$46,338	\$0	\$1,337,184	\$ 1,248,413
Debt Service	\$1,767,936	\$15,328,366	\$13,220,588	\$2,107,778	\$0	\$3,875,714	\$ 2,551,330
Transportation	\$2,017,100	\$5,485,456	\$4,762,276	\$723,180	\$0	\$2,740,280	\$ 1,339,013
IMRF	\$1,585,068	\$1,659,357	\$2,110,335	(\$450,978)	\$0	\$1,134,090	\$ 1,134,616
Social Security/Medicare	\$1,146,726	\$2,454,712	\$1,891,844	\$562,868	\$0	\$1,709,594	\$ 1,506,501
Capital Projects Fund	\$2,898,672	\$9,854,764	\$11,445,676	(\$1,590,912)	\$0	\$1,307,760	\$15,173,473
Working Cash	\$4,841,191	\$10,090,349	\$9,714,846	\$375,503	\$0	\$5,216,694	\$ 5,246,096
Tort Immunity/Judgment	\$2,464,674	\$2,968,816	\$1,973,780	\$995,036	(\$530,861)	\$2,928,849	\$ 3,058,719
Fire Prevention/Safety	\$3,631,827	\$33,031,716	\$1,341,197	\$31,690,519	\$0	\$35,322,346	\$ 6,355,232
Totals District 61	\$36,018,523	\$181,346,246	\$138,315,349	\$43,030,897	(\$530,861)	\$78,518,559	\$52,766,256
Macon-Piatt Special Ed District	\$4,010,874	\$18,255,963	\$16,410,165	\$1,845,798	\$0	\$5,856,672	\$ 4,010,874

Macon-Piatt Special Education District

Report Date: June 2020

Financial Condition as of June 30, 2020

Percent of year passed: 100%

	Revenues	Adopted Budget	Pre Audit Y-T-D	Percent Received/Used
12	Education	17,781,788	16,890,913	94.99%
22	Operation & Maintenance	-	338,095	1.90%
42	Transportation	-	6,355	0.04%
52	IMRF	-	1,020,600	5.74%
	Total Revenues	<u>17,781,788</u>	<u>18,255,963</u>	<u>102.67%</u>

Expenditures

12	Education	16,315,831	15,070,976	92.37%
22	Operation & Maintenance	358,470	338,095	94.32%
42	Transportation	25,750	6,355	24.68%
52	IMRF	<u>1,081,737</u>	<u>994,739</u>	<u>91.96%</u>
	Total Expenditures	<u>17,781,788</u>	<u>16,410,165</u>	<u>92.29%</u>

Net Cash

Total Revenues	17,781,788	18,255,963	102.67%
Total Expenditures	<u>17,781,788</u>	<u>16,410,165</u>	<u>92.29%</u>
Net Cash	<u>-</u>	<u>1,845,798</u>	

Fund Balances

Actual

12	Education	<u>5,856,672</u>
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Decatur Public School District #61
Report Date: June 2020
Financial Condition as of June 30, 2020

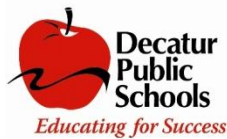
Percent of year passed: 100%

	Revenues	Budget	Pre Audit Y-T-D	Percent Received/Used	FY 19 Percent Received/Used As Of 6/30/19
10	Education	90,523,564	94,521,479	104.42%	103.69%
20	Operation & Maintenance	5,858,250	5,951,231	101.59%	95.11%
30	Debt Service	8,117,100	15,328,366	188.84%	103.44%
40	Transportation	6,882,287	5,485,456	79.70%	69.12%
50	IMRF	2,878,063	1,659,357	57.66%	100.77%
51	Social Security	1,442,245	2,454,712	170.20%	100.78%
60	Capital Projects	210,000	9,854,764	4692.74%	138.20%
70	Working Cash	371,165	10,090,349	2718.56%	120.19%
80	Tort Immunity/Judgment	2,791,640	2,968,816	106.35%	102.10%
90	Fire Prevention/Safety	373,425	33,031,716	8845.61%	114.83%
	Total Revenues	119,447,739	181,346,246	151.82%	101.26%

	Expenditures				
10	Education	93,545,578	85,949,914	91.88%	95.79%
20	Operation & Maintenance	5,858,250	5,904,893	100.80%	109.23%
30	Debt Service	7,539,000	13,220,588	175.36%	99.94%
40	Transportation	6,882,287	4,762,276	69.20%	91.92%
50	IMRF	2,677,491	2,110,335	78.82%	82.13%
51	Social Security	2,350,842	1,891,844	80.48%	84.61%
60	Capital Projects	1,232,500	11,445,676	928.66%	38.95%
70	Working Cash	-	9,714,846	0.00%	0.00%
80	Tort Immunity/Judgment	2,850,900	1,973,780	69.23%	83.64%
90	Fire Prevention/Safety	2,616,500	1,341,197	51.26%	5.24%
	Total Expenditures	125,553,348	138,315,349	110.16%	93.24%

Net Cash				
Total Revenues	119,447,739	181,346,246	151.82%	
Total Expenditures	125,553,348	138,315,349	110.16%	
Net Cash	(6,105,609)	43,030,897		

	Fund Balances	Actual
10	Education	22,946,048
20	Operation & Maintenance	1,337,184
30	Debt Service	3,875,714
40	Transportation	2,740,280
50	IMRF	1,134,090
51	Social Security	1,709,594
60	Capital Projects	1,307,760
70	Working Cash	5,216,694
80	Tort Immunity/Judgment	2,928,849
90	Fire Prevention/Safety	35,322,346
	Total Funds	78,518,559



Board of Education Decatur Public School District #61

Date: July 21, 2020	Subject: Treasurer's Report
Initiated By: Todd Covault, Chief Operational Officer	Attachments: Treasurer's Report
Reviewed By: Dr. Todd Covault, Chief Operational Officer, and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The attached report details the District's investments and the status of the District's cash as of June 30, 2020.

CURRENT CONSIDERATIONS:

N/A

FINANCIAL CONSIDERATIONS:

N/A

STAFF RECOMMENDATION:

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

RECOMMENDED ACTION:

☒ Approval
☐ Information
☐ Discussion

BOARD ACTION: _____

DECATUR PUBLIC SCHOOL DISTRICT #61
TREASURER'S REPORT
JUNE 2020

	Cash/Investments as of 05/31/20	Receipts	Disbursements	Change/Interest	Cash/Investments as of 06/30/20
Education	28,427,563.54	9,568,891.75	15,085,787.74	13,142.24	22,923,809.79
Operations & Maintenance	315,795.81	1,505,844.30	587,029.05	45.69	1,234,656.75
Debt Service	3,486,628.22	389,332.27	428.00	179.58	3,875,712.07
Transportation	1,755,179.37	1,129,718.69	166,173.88	1,163.65	2,719,887.83
IMRF	1,268,860.99	0.02	191,047.82	512.90	1,078,326.09
Social Security	1,840,809.53	1.00	220,834.75	906.06	1,620,881.84
Capital Projects	2,442,755.06	147,075.02	1,297,544.29	15,475.34	1,307,761.13
Working Cash	5,214,137.60	0.00	0.00	2,557.35	5,216,694.95
Tort/Judgment Immunity	3,559,220.78	0.00	556,737.90	1,542.69	3,004,025.57
Fire Prevention & Safety	35,722,793.54	0.00	405,601.64	5,153.60	35,322,345.50
Macon-Piatt Special Education	5,883,744.50	2,681,812.92	3,525,496.17	2,226.34	5,042,287.59
Activities	567,975.64	3,806.51	7,261.85	254.35	564,774.65
	90,485,464.58	15,426,482.48	22,043,943.09	43,159.79	83,911,163.76

Dr. Todd Covault

06/30/20



Board of Education Decatur Public School District #61

Date: July 21, 2020	Subject: Blackboard Website and ParentLink Mass Notification System Renewal Agreement
Initiated By: Maurice Payne, Director of Information Technology, and Maria Robertson, Director Community Engagement	Attachments: Blackboard Renewal Invoice
Reviewed By: Dr. Todd Covault, Chief Operational Officer, and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The Blackboard software agreement provides for the following items: 1) the District's website, 2) ParentLink, the mass communication notification system, and 3) the mobile app. Because this renewal contract is for a single year, a 3% increase is incurred. However, the number of subsites (individual school websites) we utilize decreased from 19 last year to 17 this year. The savings on the number of subsites used offset the 3% increase. There is a modest decrease in the renewal.

CURRENT CONSIDERATIONS:

The purchase includes the same products renewed last year: Social Media Manager; Mobile Communication Application; Teacher Messaging; ParentLink Attendance Application; and Video Publishing capabilities on websites.

FINANCIAL CONSIDERATIONS:

This purchase is being funded under the existing IT budget for 2020-2021 school year. The total cost for the agreement from Blackboard is \$64,682.79.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Blackboard Website and ParentLink Notification Renewal Agreement in the amount of \$64,682.79 as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____



Blackboard Inc.
3815 River Crossing Parkway, Suite 200
Indianapolis, IN 46240 USA
Phone: +1 202.463.4860
Fax: +1.312.236.7251
Email: operations@blackboard.com
Tax ID: 52-2081178

Renewal Confirmation Notice

CUSTOMER INFORMATION:

Billing Address:

Decatur School District 61
101 W Cerro Gordo St
Decatur, IL 62523-1091
USA

Date: 07/14/2020
Customer No: 329406
Document No: CSF000328947

Customer Primary Contact: Maria Roberston

RENEWAL PRODUCTS AND SERVICES:

Qty	Product Code	Product Description	Start Date	End Date	Price (USD)
8490	BC-MN-TAPP	Teacher-to-parent communication tool.	07/01/2020	06/30/2021	8,940.54
8490	BC-MN	Reliable mass notification system for sending messages via voice, text, email, push notification, website announcement, website alert, and social media.	07/01/2020	06/30/2021	10,463.23
17	WCM-PVA	Video publishing and viewing in Web Community Manager. Includes 40 GB of dedicated video file storage per site.	07/01/2020	06/30/2021	4,377.50
1	WCM-APPSTM-S	App Store Maintenance Service	07/01/2020	06/30/2021	0.00
17	WCM-ESSN	Website and content management system software with reliable web hosting., 1 - 2,000 Users	07/01/2020	06/30/2021	29,942.10
8490	MCA-APPI	Custom, branded mobile app with access to student information, news, calendars, social media, notifications, and other vital school information.	07/01/2020	06/30/2021	10,959.43
1	MCA-SMM-APP	Tool for managing all district and school social media accounts.	07/01/2020	06/30/2021	0.00

Renewal Amount (USD) 64,682.79

RENEWAL CONFIRMATION:

Per the terms of your contract currently in place for Blackboard products and/or services, the next renewal period starts on **07/01/2020**. Per the terms of your contract, this license may be automatically renewed 30 days prior to this renewal period start date.

Use of the product and/or services on or beyond 07/01/2020 may result in an automatic invoice from Blackboard for the annual renewal amount noted above.

Any utilization beyond license quantities allowed under your current contract with Blackboard may result in additional license fees to be charged in addition to the renewal amount notated above. Please reach out to Blackboard to adjust your current license quantity if applicable.

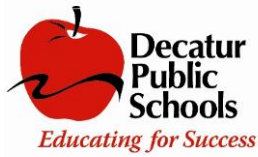
You will be invoiced for products and/or services for the total above upon receipt of this form unless other arrangements are made. Please note that taxes are not included in the total Renewal Amount and will be added, where applicable, when invoiced. If you are exempt from paying sales tax, include your current state tax exemption certificate or forward to exemptcerts@blackboard.com.

Please complete the following to ensure accurate billing:

1. Billing information is accurate: _____ (please initial or note corrections)
2. Purchase Order No. _____ - OR - My organization does not require a Purchase Order _____ (please initial)
3. Please send this completed renewal confirmation notice and the accompanying purchase order, unless a purchase order is indicated as not required above, via any one of the following methods by **07/14/2020**:

- Email: operations@blackboard.com
- Fax: +1.312.236.7251

- Mail: Blackboard Inc., 3815 River Crossing Parkway, Suite 200, Indianapolis, IN 46240, USA



Board of Education Decatur Public School District #61

Date: July 21, 2020	Subject: Mobile Device Management Software Renewal
Initiated By: Maurice Payne, Director of Information Technology	Attachments: Jamf FY2021 Mobile Device Management Software Renewal
Reviewed By: Dr. Todd Covault, Chief Operational Officer, and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The Jamf software is used for our Mobile Device Management of all district purchased Apple Devices.

CURRENT CONSIDERATIONS:

The Jamf software renewal for FY2021 is needed to continue managing Apple devices.

FINANCIAL CONSIDERATIONS:

The cost of the Jamf software renewal will come from the FY21 IT budget.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the Mobile Device Management Software Renewal in the amount of \$54,956 as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION:_____

Quote # Q-174106
 Created Date 7/1/2020
 Expiration Date 8/1/2020



Prepared By	Angie Prell	Account Name	Decatur School District 61
Quote Contact	Tim Morris		
Owner Email	tim.morris@jamf.com		
Phone	+16122039679		
Bill To Name	Decatur School District 61	Ship To Name	Decatur School District 61
Bill To	101 West Cerro Gordo Decatur, IL 62523 United States	Ship To	300 E ELDORADO ST Decatur, IL 62523 United States

Manufacturer SKU	Product	Quantity	MSRP	Total Price	Line Item Description
1120031206	EDU - Jamf Pro (Casper Suite) for macOS AM - (10000+)	1,632.00	USD 8.00	USD 13,056.00	Renewal macOS Product annual Maintenance Valid from (2020-08-01 - 2021-07-31)
2320031206	EDU - Jamf Pro (Casper Suite) for tvOS AM - (10000+)	162.00	USD 4.00	USD 648.00	Renewal tvOS Product annual Maintenance Valid from (2020-08-01 - 2021-07-31)
1220031206	EDU - Jamf Pro (Casper Suite) for iOS AM - (10000+)	3,558.00	USD 4.00	USD 14,232.00	Renewal iOS product maintenance and support Valid from (2020-08-01 - 2021-07-31)
1220031206	EDU - Jamf Pro (Casper Suite) for iOS AM - (10000+)	2,654.00	USD 4.00	USD 10,616.00	Renewal iOS product maintenance and support Valid from (2020-08-01 - 2021-07-31)
1220031206	EDU - Jamf Pro (Casper Suite) for iOS AM - (10000+)	4,101.00	USD 4.00	USD 16,404.00	Renewal iOS product maintenance and support Valid from (2020-08-01 - 2021-07-31)

Total Price USD 54,956.00

Terms & Conditions

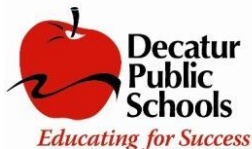
Sales Tax	This price quote does not include applicable sales tax. The appropriate tax for your location will be added to your invoice. If your purchase qualifies for a tax-exempt status, please send us a copy of your Tax-Exempt Certificate. If no certificate is received at the time of order, JAMF Software, LLC ("Jamf") will charge the appropriate sales tax for your location.	SLASA	Jamf's Software and Services are licensed and provided exclusively under the terms and conditions of Jamf's standard software licensing and services agreement, or a negotiated agreement between Jamf and the Ship to Name entity ("Customer"), as applicable (the "License Agreement").
Submit POs To	Purchasing@jamf.com - Fax: 612-332-9054	Services	Specifications for any Services quoted are located on Jamf's website.
Requirements	The following information must be provided before an order can be	JumpStarts	JumpStart services must be scheduled within 12 months of purchase.

Quote #	Q-174106
Created Date	7/1/2020
Expiration Date	8/1/2020



fulfilled: PO #, Quote #, complete Bill To address, Billing contact email address, complete Ship To address, Ship To contact email address, date, product description, currency, line items, quantity and payment terms as shown on the Jamf Quote, total purchase amount, and a copy of a tax exemption certificate (if applicable). Kindly submit PO's to JAMF Software, LLC with the Corporate Address listed below. Should you have any queries or require further clarification, contact your Jamf contact.

Payment Terms	Net 30	Governing Law	In case of a conflict between any terms located on the Jamf website and the applicable License Agreement, the applicable License Agreement shall govern.
Corporate Address	Jamf 100 S Washington Ave #1100 Minneapolis, MN 55401 USA	Limitation of Liability	Any inconsistent or additional terms, including those set forth on a customer purchase order or other ordering document, are not binding on Jamf.



Board of Education Decatur Public School District #61

Date: July 21, 2020	Subject: First Class Educator, LLC Educational Equity Consulting Proposal
Initiated By: Dr. Paul Fregeau, Superintendent	Attachments: Educational Consulting Proposal
Reviewed By: Dr. Todd Covault, Chief Operational Officer, and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The Superintendent of Schools has been working on a plan for Professional Development regarding Equity for the District Leadership Team and building Principals.

CURRENT CONSIDERATIONS:

The Superintendent of Schools is recommending the 1st (First) Class Educator, LLC as the facilitators for the District Leadership Team and building Principals professional development regarding the establishment of equitable practices and a culturally responsive climate that would be utilized in Decatur Public Schools. In addition, this proposal ties directly to the Strategic Plan.

FINANCIAL CONSIDERATIONS:

The cost of the Educational Equity Consulting Proposal will be shared between both the Superintendent and Assistant Superintendent of Teaching and Learning FY21 budgets.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the First Class Educator, LLC Educational Equity Consulting Proposal in the amount of \$69,088 as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

EDUCATIONAL CONSULTING PROPOSAL

**PRIMARY FOCUS- ESTABLISHING EQUITABLE
PRACTICES PROFESSIONAL DEVELOPMENT**

Prepared For: **Decatur Public
School District**

Prepared By: **1st Class Educator, LLC**

Dallas, Texas
75104

682-305-7788
L.Brooks@1stClassEducator.com



Introduction

Thank you for your interest in partnering with 1st Class Educator, LLC. for your Administrator's Conference, District Leadership Team professional development and Principals professional development. We are excited to administer a professional development centered around equity, creating culturally responsive climates and courageous conversations about diversity. We understand that there are many educational consulting firms offering these particular services, and we know that it is important to find the right firm to best serve DPS. Our skilled team of educational consultants who specialize in diversity awareness, cultural competency, and master teaching all uphold the same moral and ethical values when enhancing the educational process. The team is dedicated to assisting DPS by tailoring presentations with meaningful content to your district on time and on-budget. Our team has presented and worked with many educational organizations like yours and we are extremely excited to work with DPS. In this proposal you will find the details of your plan, accompanied by the associated cost, and terms.

Thank you much for the opportunity to earn your business.

Locha Brooks
1st Class Educator, LLC
682-305-7788
L.Brooks@1stClassEducator.com

Background

Decatur Public Schools is a school district located in Decatur, Illinois. The District was established in 1865 and is in the state of Illinois, serving approximately 8,700 students. DPS buildings consist of one pre-kindergarten/early learning center, ten K-6 elementary schools, four K-8 schools, one middle school, two high schools, and a +3 K-12 alternative education program as well as a social-emotional alternative program. Five of DPS's facilities are magnet schools, including a Pre-K to 8th-grade Montessori school. Families have the option to apply to schools of choice: STEM Academy, a candidate International Baccalaureate school and a fine arts program. The District is also the administrative agent for the Macon-Piatt Special Education District.

At this time the district has experienced a great influx in minority student enrollment and community demographics with a drastic difference in comparison to the staff demographic. DPS would like to address the challenges the district faces associated with this influx by administering professional development training on equitable practices to all of its current administrators and directors.

1st Class Educator is highly qualified to perform and execute all task associated with delivering a professional and tasteful presentation to DPS's satisfaction.

Solutions Outline

1st Class Educator will deliver a high-quality half day Establishing Equitable Practices and Culturally Responsive Climate presentation at the administration conference in July. The presentation will focus on two specific areas of concerns for DPS administrators; 1) Creates a Culturally Responsiveness Climate and 2) Engages in Courageous Conversations about Diversity. The presentations will feature two/three co-presenters in relation to areas of concern. We will administer a pre/post-survey, aggregate the data, and create a shared language. After July's kickstart presentation 1st Class Educator will work with two specific groups at DPS. 1st Class Educator will work with the District Leadership Team and Superintendent Dr. Fregeau meeting once monthly either in-person or virtually. Presentations for this group will also align with the domains of academic experiences, environmental factors, and communication systems. 1st Class Educator will also work with the District Principals and Assistant Superintendent Jeff Dase meeting once bi-monthly either in-person or virtually. The focus for District Principals will be cultivating a Culturally Responsiveness Climate. DPS 61 will provide the training location and facilities for our usage.

- Half Day Presentation- Approximately 2 Hours

1st Class Educator will administer an Establishing Equitable Practices and Culturally Responsive kickstart workshop to administrators to alleviate underlying challenges regarding culture that may be hindering the educational process. We will focus on the importance of fostering a culturally responsive climate and provide means of implementation. We will educate the administrators on how to host and engage courageous practices, and encourage conversations about diversity within proper frameworks. We will illustrate best practices and strategies for building and strengthening diverse relationships.

- Equity Professional Development 10 Month Session Series - Approximately 1-2hrs

Each session will have a focus strand related to establishing equity. We will focus on the importance of fostering equitable practices and provide means of implementation. We will educate directors on how to host and engage courageous practices, and encourage conversations about diversity within proper frameworks. We will illustrate best practices and strategies for building and strengthening diverse relationships.

- Culturally Responsiveness Climate 10 Month Session Series - Approximately 1-2hrs

Each session will focus on cultivating a Culturally Responsiveness Climate. We will focus on the importance of cultivating a culturally responsive climate within each building and provide means of implementation. We will educate the administrators on how to host and engage courageous practices, and encourage conversations about diversity within proper frameworks. After illustrating best practices and strategies for cultivating culturally responsive climates we will implement school learning walks bi-month visiting 3-4 campus to evaluate informational transfer and application.

Assurance - Our educational consultants have experience working with varying degrees of equity training and cultural diversity awareness training. Presenters have been selected based on their background as well as their ability to appeal and relate to your staff demographic to optimize engagement and effectiveness. Progress will be monitored and assessed by our pre/post survey data and other available data provide by district instruments.

Execution Timeline

The following table details our projected timeline for Deliverables.

Deliverables	Completion Date
Administrators Conference	July 31 st , 2020
Equity PD Series for District Leadership Team 10 Sessions – 1 Per month Aug-May 2-3 Presenters Approximately 2 Hours	Aug-May Date TBD
Culturally Responsive Climate Series for Principals 5 Sessions – Aug, Oct, Dec, Feb, April 2-3 Presenters Approximately 2 Hours Culturally Responsive Climate School Learning Walk 5 Sessions- Sep, Nov, Jan, March, May 3-4 Campus Walk-Throughs	Aug-May Date TBD

Disclaimer: Once proposal initiatives are selected; we will modify the table above to reflect the agreed upon dates of services.

Solution Cost

The table below details the projected cost associated with these educational consulting services. Actual services and cost will be approved by DPS before any work is started. Invoices will be sent to DPS and payable to 1st Class Educator via check, or wire transfer.

Description	Cost
Administrator's Conference Approx. 2 Hour Presentation/Workshop 3 Presenters Q & A	\$5,508.00
District Leadership Team-Equity PD Series Approx. 1-2 Hour Presentation/Workshop 10 Sessions- 1 Per month Sep-June 5 In-Person 5 Virtual Hybrid 2-3 Presenters 3 Hours of Monthly Support	\$27,540.00
Principals- Culturally Responsive Climate Series Approx. 1-2 Hour Presentation/Workshop 5 Sessions – Aug, Oct, Dec, Feb, April 2-3 Presenters Approximately 2 Hours 3 Hours of Monthly Support Culturally Responsive Climate School Learning Walk 5 Sessions- Sep, Nov, Jan, March, May 3-4 Campus Walk-Throughs	\$27,540.00
Culturally Responsive Climate School Report 17 School Building Reports	\$8,500.00
Total Complete Cost	\$69,088.00



Board of Education Decatur Public School District #61

Date: July 21, 2020	Subject: Intergovernmental Two (2) Year Lease Agreement between Decatur Public School District 61 and Richland Community College for the PreK Programs
Initiated By: Dr. Todd Covault, Chief Operational Officer	Attachments: Intergovernmental Agreement for Building Space
Reviewed By: Dr. Todd Covault, Chief Operational Officer, and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

Decatur Public School's at-risk PreK program is funded through the Preschool for All (PFA) and Preschool Expansion (PEG) grants. The District offers half-day and full-day options at no cost for children who qualify based on a number of eligibility criteria, including household income. Half-day classrooms are currently located in the Pershing Early Learning Center including Richland Community College and in Enterprise Elementary. Full-day classrooms are currently located at Baum Elementary and Southeast Learning Center. During the 2019-20 school year, the Pershing Early Learning Program at Richland Community College served 60 students in full-day classrooms.

Richland Community College has a state of the art early childhood center that the District rented for the 2019-20 school year. The lease was for two years. The Adel P. Glenn Early Childhood Learning Center provides approximately 5,700 square feet of classroom areas, gym/all purpose room, office space, kitchen, breakroom and storage areas.

CURRENT CONSIDERATIONS:

The updated attached agreement would extend the lease for two (2) school years commencing on July 1, 2020 and expiring on June 30, 2022.

FINANCIAL CONSIDERATIONS:

The rental for Decatur PreK programs at Richland Community College will be funded through the PreK grants at a cost of \$44,614.00 per year. The cost in the second year will be based upon operational cost determined by Richland Community College on a square foot basis.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve this Intergovernmental Agreement between Decatur Public School District 61 and Richland Community College to extend the lease for two (2) school years commencing on July 1, 2020 and expiring on June 30, 2022 for the PreK Programs as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

**INTERGOVERNMENTAL AGREEMENT FOR ALLOCATION OF BUILDING SPACE
BY AND BETWEEN THE DECATUR PUBLIC SCHOOL DISTRICT #61 AND
RICHLAND COMMUNITY COLLEGE DISTRICT #537**

THIS INTERGOVERNMENTAL AGREEMENT FOR ALLOCATION OF BUILDING SPACE ("Agreement") entered into this ____ day of _____, 2020, by and between the Decatur Public School District #61 (the "District") and the Richland Community College District #537 ("Richland").

WITNESSETH

WHEREAS, Richland has existing Early Childhood classrooms and support space available on its Main Campus Building ("Building");

WHEREAS, Richland has equipment, furnishings, and other necessary items necessary to operate an early childhood program and the District has need for such items;

WHEREAS, the Richland wishes to allocate to the District approximately 5,700 square feet in the Building. This space is current known as the Adel P. Glenn Early Childhood Learning Center and specifically shown on Exhibit A attached hereto (the Center);

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provide authority for the District and Richland to enter into this Agreement;

NOW, THEREFORE, in consideration of the matters set forth above, the mutual agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Richland hereby agree as follows:

1. Authority. All of the powers, privileges and authority granted pursuant to Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Act shall be extended to this Agreement to the fullest extent necessary to accomplish any act by Richland in furtherance of its mission.

2. Term. The term of this Agreement extension shall be for two school years (2) years commencing on July 1, 2020 and expiring on June 30, 2022. The term of this Agreement may be extended by the mutual written agreement of Richland and the District.

3. The Center. The Richland allocates to the Center in the Building having an area of approximately 5,700 square feet and are more particularly described in Exhibit A attached hereto. This space may be used by District to conduct early childhood classes and activities which are within District's mission and which is compatible with the space.

The District shall have access to use all common areas of the Building, including restrooms, food service, hallways, and lobby areas.

4. Ownership of the Property. The real property shall be owned in fee simple by Richland.

5. Purpose. District shall use the Center for any and all acts in furtherance of its mission associated with early childhood instruction. Such use by District shall be in compliance with all applicable laws, ordinances and governmental regulations.

6. Operation and Ancillary Costs and Fees. Attachment B, attached hereto and further identified by date, provides the annual RCC room charges, technical support charges, usage fees, and other associated costs. Attachment B also provides costs and fees of additional ancillary services, other space needs, copying, and mail shipping & receiving services, as requested the District (“ancillary costs and fees”). RCC shall have priority on all ancillary services available. The operation costs and fees and the ancillary costs and fees are subject to change annually, as shown by an Attachment B amendment as identified by the designation “Amendment 1” (or subsequent number) to Attachment B and the amendment date.

District shall pay Richland the operational costs and fees in accordance with Attachment B of Forty-four Thousand, Six Hundred Fourteen Dollars (\$44,614.00) per year, and as amended annually throughout the term of this Agreement, payable in advance in **twelve** equal monthly installments of **Three Thousand, Seven Hundred Seventeen Dollars and Eight-three Cents (\$3,717.83).** The first such installment shall be due on August 1, 2020, and the following installments shall be due on the first day of each month thereafter.

7. Allocation of Variable Costs. In addition to the payment provided for in paragraph 6 above, District shall pay Richland for its proportionate share of variable costs as determined in Attachment B.

8. Exclusive Use. Throughout the term of this Agreement, District shall have the exclusive right to occupy and use the Center on a twenty-four hour basis, seven days per week, including holidays and days where the District does not have classes in session.

9. Additional Building Space. District shall have the option to use the other areas of the Building subject to the same procedures, conditions and costs identified herein. The District shall notify Richland of the District’s desire to use other spaces prior to an activity or event.

10. Revenues. District shall be entitled to all revenues generated by it, if any, in the Center.

11. Richland Student Participation. The District shall in good faith work with Richland students to participate in the program through internships, classroom observations, and other academically appropriate activities.

12. Hold Harmless and Indemnification. The District shall indemnify, defend and hold harmless Richland, its employees, officers, and agents, from and against any and all claims arising from the conduct of District business or from any activity, work or things done, permitted or suffered by District, its officers, employees, agents, contractors, or assigns, arising from a breach

or default in the performance of any obligation of District's part to be performed under the terms of the Agreement or arising from any negligence of District, and from and against any and all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any such action or proceeding brought thereon; and in case any action or proceeding be brought against the District, District shall defend the same at District's expense.

Richland shall indemnify, defend and hold harmless the District, its employees, officers, and agents, from and against any and all claims arising from the conduct of Richland business or from any activity, work or things done, permitted or suffered by Richland, its officers, employees, agents, contractors, or assigns, arising from a breach or default in the performance of any obligation on Richland's part to be performed under the terms of the Agreement or arising from any negligence of Richland, and from and against any and all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any such action or proceeding brought thereon; and in case any action or proceeding be brought against Richland, Richland shall defend the same at the Richland's expense.

13. Public Liability Insurance. Each party to this Agreement shall self-insure or shall keep in force during the term of this Agreement, at its own expense, public liability insurance in reputable companies and through reputable brokers to protect against liability to the public incident to the use of, by or resulting from any acts or omissions on its part, the liability under said insurance to be not less than one million dollars (\$1,000,000) for any one person injured, or one million dollars (\$1,000,00) for any one accident, and one million dollars (\$1,000,000) for property damage. Each party shall furnish the other a certificate of insurance in a reasonably satisfactory form naming the other party, its employees, officers, directors and agents as additional insureds on said policy or self-insurance.

14. Non-Assignment. Neither party to this Agreement shall assign its rights or privileges under the Agreement, or any interest therein, nor shall either attempt to confer any of its privileges under the Agreement to any third party.

15. Destruction. District shall be liable for the costs of all damages caused by the negligent acts of District, its officers, employees or agents and there will be no abatement of fixed or variable costs or termination of this Agreement for these damages. Subject to the above, in the event that less than 25 percent of the Center is destroyed by fire or other casualty, District shall be entitled to a proportionate abatement of fixed and variable costs until the Center is fully restored. In the event that 25 percent or greater of the Center is destroyed by fire or other casualty, Richland and the District shall each have the option of terminating this Agreement by, within sixty (60) days of the destruction, giving thirty (30) days' written notice to the other and the District shall be entitled to a proportionate abatement of the fixed and variable costs until the Center is fully restored or the Agreement is terminated.

16. Surrender. Upon the expiration or other termination of this Agreement, the District shall surrender to Richland, the Center, broom clean and in good order and condition, ordinary wear and tear excepted. Any damage caused to the Center by removal of any property shall be promptly repaired by District. The District shall remove all property of the District as directed by the District; and failing to do so, the District may cause all such property to be removed at the

expense of the District and the District hereby agrees to pay all the costs and expenses thereby incurred.

17. Default by the District. The District is in default if it: (a) fails to timely pay costs as agreed herein; (b) vacates or abandons the Center; or (c) fails to perform or observe any other provision of this Agreement. In the event of a default, District shall have fifteen (15) days after written notice by Richland specifying the default to correct the default.

18. Remedies of Richland. If the default is not cured within fifteen (15) days, the balance of fixed costs for the entire term of the Agreement is immediately due and payable without further notice of demand by Richland. In addition to accelerating rent, Richland may, at its option, elect to: (a) enforce the terms and conditions of this Agreement; or (b) terminate this Agreement. If Richland elects to terminate this Agreement, it shall have the right to re-enter the Premises, with or without process of law, expel the District or any other occupant, and repossess the Premises.

19. Reasonable Attorneys' Fees. In the event that either the District or Richland shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of the Agreement by it to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, reasonable attorneys' fees to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if any. As used herein, the term "party prevailing" means the party in whose favor final judgment is rendered.

20. Notices. Notices are deemed given when delivered (if delivered by hand) or when postmarked (if mailed). If mailed, notices shall be addressed as follows:

If to Richland: Mr. Greg Florian, Vice
President Finance &
Administration, One College
Park Drive, Decatur, IL 62521

If to the District: Dr. Todd Covault, Chief
Operating Officer, 101 W.
Cerro Gordo Street
Decatur, IL 62523

21. Severability. Any provision of this Agreement which shall be held invalid, void or illegal shall in no way affect, impair or invalidate any of the provisions hereof and such other provisions shall remain in full force and effect.

22. Illinois Law. This Agreement shall be deemed an intergovernmental agreement and shall be construed and enforced according to the laws of the State of Illinois.

23. Binding Effect. This Agreement shall be binding upon District and Richland and their successors and assigns.

24. Recitals. The recitals are an integral part of this Agreement.

25. Entire Agreement. This Agreement expresses the entire agreement between District and the District and may not be modified or amended except in writing signed by both District and the District.

IN WITNESS WHEREOF, District and Richland have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

DECATUR PUBLIC SCHOOL DISTRICT #61

DISTRICT COMMUNITY COLLEGE
DISTRICT #537

By: _____
Its _____

By: _____
Its _____

(Seal)

(Seal)

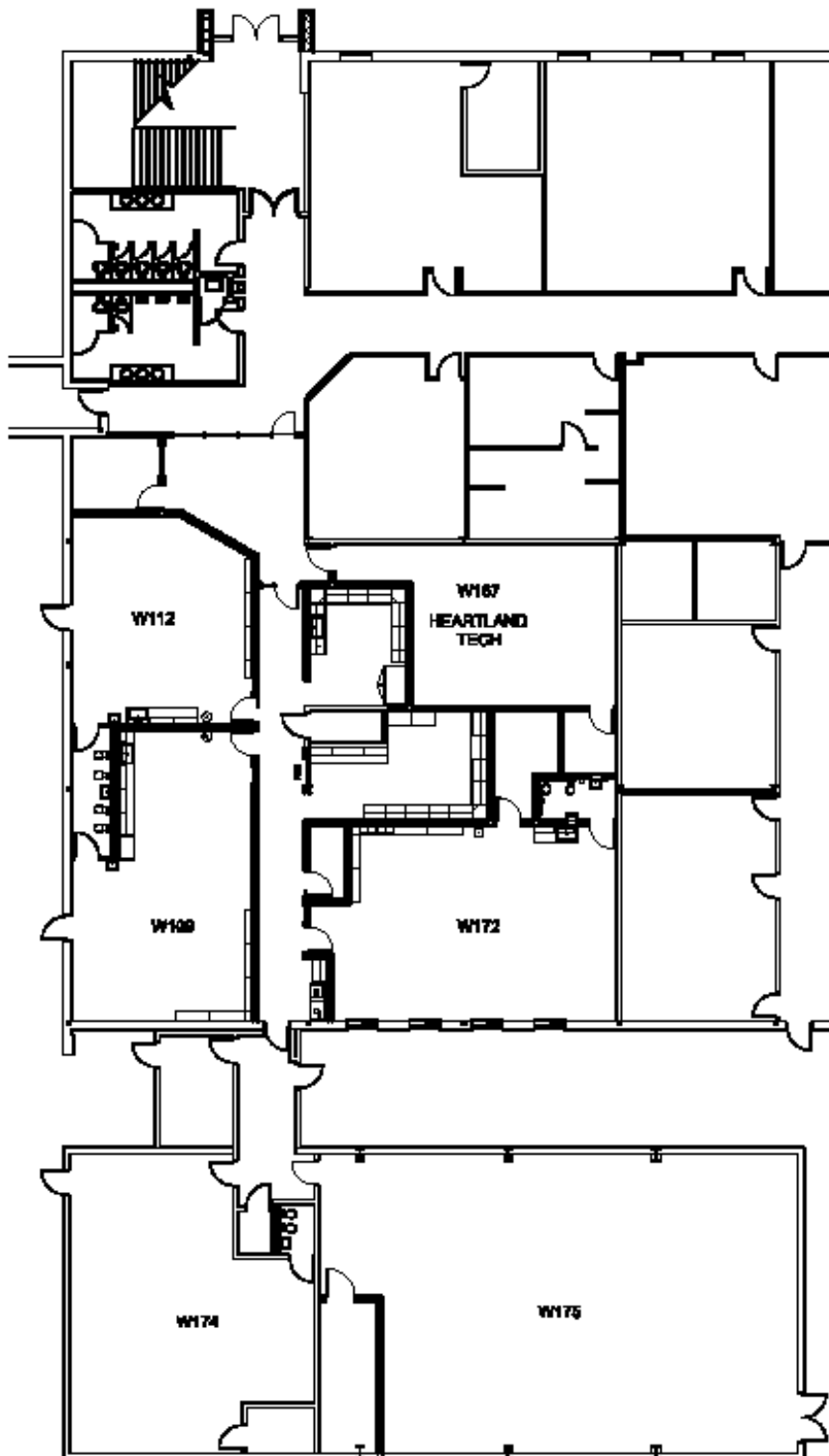
Attest: _____

Attest: _____

Date: _____

Date: _____

ATTACHMENT A



ATTACHMENT B

Facility Charges

For office and classroom space utilized by the District: full operating costs of the annual operations of the campus based on a per square foot rate. The costs are determined by calculating all operating costs, including custodial, routine maintenance, utilities, communications and security from the prior year's audited financial statements. For the 2020/2021 school year the cost per square foot is \$7.86. See Exhibit 1.

Technical Support

Richland will provide technical support to the District up to 45 hours at a cost of \$25.00. This support will include computer maintenance of equipment specifically owned by the Academy. After the initial 45 hours, any extensive usage of technical services will be charged to the District at a rate of \$25.00 per hour per person.

Usage Fees

Richland will assess the District an annual usage fee of \$200.00 for the use of furnishings, play equipment, and instructional equipment by the District's students programs or areas.

Additional Services

The District may utilize Richland's copying, internal mail, shipping/ receiving and Central Stores services. The Academy will reimburse the college for the direct costs of these items.

Other Space Usage

On an occasional basis, and associated with the early childhood program, the District will be entitled to use other on-campus spaces, such as the Schilling Salons or Auditorium, for a short-term basis without cost. Usage requests will follow College procedures. Any extended usage of these facilities will incur standard rental rates.

EXHIBIT 1

**Cost per Square Foot for
2020-2021 School Year**

\$7.86

Child Care Area

Space	Square Feet	Cost
W113 Office	128	\$ 1,006.00
W112 Classroom	722	5,675.00
W109 Classroom	544	4,276.00
W174 Classroom	1,170	9,196.00
W175 Gym/All Purpose Room	2,129	16,734.00
W172 Prep/Office/Kitchen	903	7,098.00
W168 Storage/Restroom	80	629.00
Total 5,676		Annual Fee \$44,614.00
		Monthly Fee \$3,717.83



Board of Education Decatur Public School District #61

Date: July 21, 2020	Subject: Memorandum of Agreement Regarding the Demolition of Johns Hill School
Initiated By: Mike Sotiroff, Construction Consultant	Attachments: Memorandum of Agreement Among Decatur School District 61 and the Illinois State Historic Preservation Officer Regarding the Demolition of the Existing Johns Hill School and Boiler House
Reviewed By: Dr. Todd Covault, Chief Operational Officer, and Dr. Paul Fregeau, Superintendent	

BACKGROUND INFORMATION:

The Board of Education approved the BOLD Facilities Plan. The Plan includes the construction of a new Johns Hill School as well as the demolition of Johns Hill School and the Boiler House.

CURRENT CONSIDERATIONS:

The Martin Engineer Co. was hired by the District to perform the M/E/P design for the new Johns Hill School. Their work includes submitting applications to the IEPA for various permits. The submittals initiated a review of the project under the Illinois State Agency Historic Resources Preservation Act. Upon review, the State Historic Preservation Officer (SHPO) determined Johns Hill School and the Boiler House are eligible to be listed on the National Register of Historic Places. The SHPO determined the demolition of the aforementioned buildings cannot take place until stipulations identified in subject Agreement are fully implemented. Under the Agreement, the District is required to retain a qualified historical contractor to complete the work listed under the stipulations section of the Agreement.

FINANCIAL CONSIDERATIONS:

In March, the District retained ALTUSWORKS, for this purpose at a cost of \$21,100.

Expenses associated with this Agreement are included as an allowance in the New Johns Hill School Project Budget.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education approve the Memorandum of Agreement between Decatur Public School District 61 and the Illinois State Historic Preservation Officer regarding the Demolition of the Existing Johns Hill School and Boiler House as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

**MEMORANDUM OF AGREEMENT AMONG
DECATUR SCHOOL DISTRICT 61 AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF THE EXISTING JOHN HILL SCHOOL AND BOILER
HOUSE AT
1025 EAST JOHNS STREET, DECATUR, ILLINOIS
(SHPO LOG #010010220)**

WHEREAS, Decatur School District 61 (District) plans to undertake the demolition of the John Hill School and boiler house; and

WHEREAS, the project requires a National Pollutant Discharge Elimination System (NPDES) permit, a Water Pollution Control permit, and a Public Water Supply permit from the Illinois Environmental Protection Agency (IEPA), thereby making the project an Undertaking subject to review under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (Act); and

WHEREAS, the District has consulted with the Illinois State Historic Preservation Office (Office), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

WHEREAS, the Office currently resides within the Illinois Department of Natural Resources (IDNR), and the Director of IDNR is the duly designated State Historic Preservation Officer (SHPO); and

WHEREAS, on February 21, 2020 the SHPO determined that the buildings at John Hill School and Boiler House (Buildings) are eligible to be listed on the National Register of Historic Places (NRHP); and

WHEREAS, the SHPO has determined that the Undertaking will have an adverse effect on the Building(s) that are eligible for the NRHP; and

NOW, THEREFORE, the District, and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in this Memorandum of Agreement (Agreement) in order to mitigate the adverse effects of this Undertaking to the NRHP-eligible properties as a result of this project.

STIPULATIONS

I. MITIGATION

The Owner shall retain a historical contractor(s) of its choice (Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR Part 61, https://www.nps.gov/history/local-law/arch_stnds_9.htm) to complete the measures described below. Prior to the completion of the Undertaking, the Owner will ensure that the following mitigation and Historic American Building Survey (HABS) recordation (see: <https://www.nps.gov/hdp/standards/index.htm>) is/are completed by the Contractor. The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.

A. Recordation

1. Fieldwork: Site Visit, Photography, Measurements

- a. The Contractor shall take site, interior, exterior, and detail digital images of the Buildings. These photos should be used for reference in developing the architectural description outlined in I.A.2.d. Field notes/sketches should be used to create the digital sketch plans outlined in I.A.2.a.
- b. The Contractor shall submit draft digital images of the same or very similar views that are proposed for HABS photography to the SHPO for comment. Selection of view and quantity of images shall be done in consultation with the SHPO. Images must include site, elevations, distinctive exterior and interior architectural features, primary interior spaces, and representative non-primary interior spaces. Upon SHPO concurrence in writing of the selected draft views, the Contractor may proceed with taking the final HABS photography as outlined in I.A.1.c.
- c. Final HABS photographs must be taken by a professional photographer and must include all the views agreed to in I.A.1.b. Photographs must be taken with a large-format film camera using 4" x 5" or larger black-and-white negatives, processed according to HABS guidelines, with in-camera perspective correction (as needed).
- d. Upon completion of I.A.1.a, b, and c, the Contractor shall digitally submit the images and copies of field notes to the SHPO for review and comment. Upon SHPO confirmation in writing that all of the information necessary to complete HABS recordation has been collected, the demolition of the Buildings may commence.

2. Recordation components shall consist of the following items.

- a. Sketch plans/elevations, as defined by HABS and digitally drawn, of the Buildings in their current condition printed drawing-size on vellum with either a large-format inkjet printer using a HABS-designated ink set or with a large-format laser printer (i.e., photocopier).
- b. HABS photographs. Prints from the negatives taken in I.A.1.c must be either wet processed on regular (not resin-coated) photo paper or inkjet-printed, according to HABS guidelines. The size of the final prints shall be the size of the negatives, and their mounting and labeling shall be done in accordance with guidance provided by the NPS. Final recordation package must contain the photo prints, original negatives, and a contact sheet, per HABS standards.
- c. Archival digital photography. This set of labeled photos are those taken as a part of the reconnaissance and agreed to as stated in I.A.1.a. They should be printed as directed by HABS staff.
- d. Narrative and description. A written historic narrative and an architectural description of the Buildings using HABS-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
- e. Original and/or historic drawings. Any original and/or historic drawings of the Buildings scanned at a minimum of 400 dpi, dropped full-size onto HABS title blocks, and printed on vellum with either a large-format inkjet printer using a HABS-designated ink set or with a large-format laser printer (i.e., photocopier). The Contractor must consult with the SHPO to determine which extant plans warrant scanning and inclusion in the recordation package.
- f. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)
- g. Historic images and maps. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HABS guidelines. The Contractor must consult with the SHPO to determine which historic images and maps warrant inclusion in the recordation package.

- h. CD/DVD. Digital versions of items I.A.2.a through I.A.2.g must be saved onto an archival CD/DVD.
- 3. Draft submission. The Contractor shall email in pdf format and mail a hardcopy of the 95% draft of the items in I.A.2.a through g to the SHPO for review and comment. When the SHPO accepts in writing the 95% draft submission, the Contractor will complete the final documentation as directed in I.A.4.
- 4. Final submission. Upon completion of the final documentation, the Contractor shall submit the following to the SHPO:
 - a. One (1) HABS recordation package containing items I.A.2.a, b, c, d, e, f, g, and h.
 - b. One (1) recordation package containing items I.A.2.a, c, d, e, g, and h in an archival clamshell.

Upon final approval, the SHPO will submit the HABS recordation package to the Heritage Documentation Programs in the National Park Service for eventual deposit in the Library of Congress, and the SHPO will deposit the recordation package with the Abraham Lincoln Presidential Library in Springfield, Illinois.

II. DURATION

This Agreement shall terminate if its stipulations are not carried out within two (2) years from the date of its execution. Prior to such time, the District may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The District shall notify the signatories as to the course of action it will pursue.

III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the District shall consult with the SHPO immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated discovery of human remains or burials, the District understands and agrees that it must immediately stop work within the area of

discovery, consult with the SHPO, and comply with the Human Skeletal Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human skeletal remains shall be disturbed without a permit issued by IDNR.

IV. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, District shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in District's efforts to carry out the terms of this Agreement.

V. DISPUTE RESOLUTION

Should any signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the District shall consult with the signatories to resolve the objection. If the signatories cannot agree regarding a dispute, the signatories shall utilize the procedures provided in 20 ILCS 3420/4e.

VI. AMENDMENTS

This Agreement may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy is signed by all of the signatories.

VII. TERMINATION

If any signatory to this Agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulations V and VI above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

VIII. COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or .pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

IX. EFFECTIVE DATE

This Agreement is effective on the date signed by the District.

EXECUTION of this Agreement and the implementation of its terms evidences that the District have afforded the SHPO an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

MEMORANDUM OF AGREEMENT AMONG
DECATUR SCHOOL DISTRICT 61 AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF THE EXISTING JOHN HILL SCHOOL AND BOILER
HOUSE AT
1025 EAST JOHNS STREET, DECATUR, ILLINOIS
(SHPO LOG #010010220)

SIGNATORY

DECATUR SCHOOL DISTRICT 61 (District)

Signature: _____ Date: _____

Name: _____

Title: _____

MEMORANDUM OF AGREEMENT AMONG
DECATUR SCHOOL DISTRICT 61 AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF THE EXISTING JOHN HILL SCHOOL AND BOILER
HOUSE AT
1025 EAST JOHNS STREET, DECATUR, ILLINOIS
(SHPO LOG #010010220)

SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER

By:  Date: July 13, 2020
Robert Appleman, Deputy State Historic Preservation Officer
Illinois Department of Natural Resources